

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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192 MORGAN REALTY, LLC, *et al.*,

Plaintiffs,

-against-

REPORT AND
RECOMMENDATION
20 CV 3627 (RPK)(RML)

AQUATORIUM, LLC, *et al.*,

Defendants.

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LEVY, United States Magistrate Judge:

By order dated March 29, 2022, the Honorable Rachel P. Kovner, United States District Judge, referred plaintiffs’ motion to dismiss Clear Blue Waters Project LLC’s (“CBWP”) counterclaims to me for report and recommendation. Plaintiffs’ motion for an order authorizing a warrant for arrest and interlocutory sale of the vessel is also pending and was referred to me for report and recommendation. For the reasons stated below, I respectfully recommend that plaintiffs’ motion to dismiss CBWP’s counterclaims be denied and that plaintiffs’ motion for an order authorizing a warrant for arrest and interlocutory sale of the vessel be granted in part and denied in part.

BACKGROUND AND FACTS

I assume familiarity with the underlying facts and proceedings in this matter. Plaintiffs 192 Morgan Realty, LLC and Morgan Williamsburg, LLC (“plaintiffs”) commenced this action on August 12, 2020 against defendants Aquatorium, LLC, Moretti Designs, LLC, and Jonathan Yaney (collectively, “defendants”), the purported owners of the Vessel Schamonchi (the “Vessel”), a 129-foot pleasure craft identified as IMO Ship No. 594912, for failing to pay

monies owed for dockage pursuant to the parties' license agreement. (Complaint, dated Aug. 12, 2020, Dkt. No. 1).

Plaintiffs' predecessor-in-interest, English Kills Ventures, LLC, as licensor, and defendant Aquatorium, as licensee, executed a license agreement on January 29, 2013 to provide dockage for the Vessel at 190 Morgan Avenue in Brooklyn, New York (the "Premises"). (Second Amended Complaint, dated Jan. 19, 2022 ("Am. Compl."), Dkt. No. 39, ¶ 11; License Agreement, attached as Ex. A to the Am. Compl., Dkt. No. 39-1.) Plaintiffs allege that they are assignees of the License Agreement and that defendants Moretti and Yaney guaranteed the licensee's performance. (Am. Compl. ¶¶ 14-15.) The License Agreement expired by its terms on March 31, 2018 and the Vessel remains docked at the Premises as a licensee at will on a month-to-month basis. (Am. Compl. ¶¶ 16-17; Answer, dated Feb. 9, 2022, Dkt. No. 40, ¶ 16-17; Counterclaims, dated Feb. 9, 2022, Dkt. No. 40, ¶ 11.)

CBWP acquired ownership of and title to the Vessel on July 16, 2019. (Am. Compl. ¶ 19; Answer ¶ 19; Counterclaims ¶ 8.) The Vessel is currently docked and has been docked at the Premises at all times relevant to this action. (See Am. Compl. ¶ 17; Counterclaims ¶ 10.) CBWP has not paid wharfage to plaintiffs since March 1, 2020. (Am. Compl. ¶ 23; Answer ¶ 23.)

On February 3, 2021, CBWP moved to intervene and vacate orders in this action. (Motion to Intervene and Vacate, dated Feb. 3, 2021, Dkt. No. 23.) CBWP requested that this court: (1) vacate the warrant for arrest of the Vessel, to the extent that it was still in effect; (2) deny as moot the letter request to extend the Attachment Order; (3) vacate the custodian appointment order; and (4) order the U.S. Marshal and any custodian in possession of the Vessel to release the Vessel to CBWP. (Id. at 3-4.) On February 17, 2021, Judge Kovner referred

CBWP's motion to intervene and vacate orders as well as plaintiffs' motion for a pre-motion conference to me. (Orders Referring Motions, dated Feb. 17, 2021 and Feb. 18, 2021.) At the status conference on March 16, 2021, I granted CBWP's motion to intervene and deferred ruling on the motion to vacate. (See Minute Entry, dated Mar. 16, 2021.)

On March 22, 2021, plaintiffs filed a Motion for Order Authorizing Warrant for Arrest of Vessel Pursuant to Admiralty Rule C and attached the Amended Complaint to the motion. (Motion for Writ Order Authorizing Warrant for Arrest of Vessel Pursuant to Admiralty Rule C, dated Mar. 22, 2021, Dkt. No. 28; Amended Complaint, dated Feb. 9, 2021 ("Am. Compl."), Dkt. No. 28-2.) In their motion, plaintiffs sought the arrest of the Vessel pursuant to Rule C and requested that the Vessel remain in the U.S. Marshal's possession and control pursuant to the previously issued warrant and arrest of the Vessel on January 26, 2021. (Memorandum of Law in Support of Motion Pursuant to Supplemental Rule C for Arrest of Vessel, dated Mar. 22, 2021, Dkt. No. 28-7, at 1.) Judge Kovner referred plaintiffs' motion to me for report and recommendation. (Order Referring Motion, dated Mar. 23, 2021.)

Then, on April 7, 2021, CBWP filed a motion to dismiss. (Motion to Dismiss, dated Apr. 7, 2021, Dkt. No. 31.) Judge Kovner referred defendant's motion to me for report and recommendation. (Order Referring Motion, dated Aug. 13, 2021.) I recommended that CBWP's motion to dismiss be denied in part and that plaintiffs be given leave to amend their complaint. (Report and Recommendation, dated Nov. 3, 2021 ("R&R"), Dkt. No. 36.) Judge Kovner adopted the R&R and gave plaintiffs thirty days to amend their complaint. (Order, dated Jan. 13, 2022, Dkt. No. 38.)

On January 19, 2022, plaintiffs filed their amended complaint. (See Am. Compl.) CBWP responded to the amended complaint and asserted counterclaims against plaintiffs for

constructive eviction and negligence that resulted in property damage to the Vessel. (See generally Answer; Counterclaims.) In light of the amended complaint, Judge Kovner found that the motion to dismiss, the Rule C motion, and the motion to vacate were moot and ordered that the pending motions be terminated. (Order, dated Jan. 21, 2022.)

On March 17, 2022, plaintiffs filed a motion to arrest and sell the Vessel pursuant to Rule C and Rule E (9). (Motion for Order Authorizing Warrant for Arrest of Vessel and Interlocutory Sale of Vessel, dated Mar. 17, 2021, Dkt. No. 42.) Shortly after, plaintiffs filed a motion to dismiss CBWP's counterclaims pursuant to Federal Rules of Civil Procedure 12(b)(6) and (7). (Motion to Dismiss Counterclaims, dated Mar. 21, 2021, Dkt. No. 43; see also Letter, dated Mar. 2, 2022, Dkt. No. 41.) Judge Kovner referred both motions to me for report and recommendation. (Order Referring Motion, dated Mar. 19, 2022; Order, dated Mar. 29, 2022; see also Order Referring Motion, dated Mar. 3, 2022.)

DISCUSSION

I. Motion to Dismiss Counterclaims

I will first address plaintiffs' motion to dismiss CBWP's counterclaims. Plaintiffs argue that CBWP's counterclaims should be dismissed pursuant to Rule 12(b)(6) because, based on documentary evidence, "[t]here is no plausible theory or argument that permits CBWP to proceed with its Counterclaims in this action in the face of the clear and unambiguous release and waiver clauses of the Agreement." (Plaintiff's Memorandum of Law in Support of Motion to Dismiss Counterclaims, dated Mar. 21, 2022 ("Pls.' Mem."), Dkt. No. 43-5, at 7, 9-10.) Separately, plaintiffs argue that CBWP's counterclaims should be dismissed pursuant to Rule 12(b)(7) "because CBWP failed to join an indispensable party." (Id. at 11.) For the reasons

discussed below, I respectfully recommend that plaintiffs' motion to dismiss CBWP's counterclaims be denied.

A. CBWP's Counterclaims are Not Barred by the License Agreement

A "counterclaim, like all pleadings, must conform to the pleading requirements of Twombly and Iqbal." GEOMC Co. v. Calmare Therapeutics Inc., 918 F.3d 92, 99 (2d Cir. 2019). To survive a motion to dismiss pursuant to Federal Rule of Civil Procedure 12(b)(6), "a complaint must contain sufficient factual matter, accepted as true, to 'state a claim to relief that is plausible on its face.'" Ashcroft v. Iqbal, 556 U.S. 662, 678 (2009) (quoting Bell Atl. Corp. v. Twombly, 550 U.S. 544, 570 (2007)). "A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." Id. "This means, for example, that a complaint is properly dismissed where, as a matter of law, 'the allegations in a complaint, however true, could not raise a claim of entitlement to relief.'" Anjani Sinha Med. P.C. v. Empire HealthChoice Assurance, Inc., No. 21 CV 138, 2022 WL 970771, at *1 (E.D.N.Y. Mar. 31, 2022) (quoting Twombly, 550 U.S. at 558). When evaluating such a claim, courts "may consider the facts alleged in the complaint, documents attached to the complaint as exhibits, and documents incorporated by reference in the complaint." DiFolco v. MSNBC Cable L.L.C., 622 F.3d 104, 111 (2d Cir. 2010).

Plaintiffs contend that the relationship between themselves and CBWP is governed by the License Agreement. (Pls.' Mem. at 6.) CBWP does not explicitly concede that

the License Agreement governs, but it also does not deny that the License Agreement controls, at least in part.¹

It is undisputed that the License Agreement expired on March 31, 2018, and that the Vessel remained docked at the Premises on a month-to-month basis. (Am. Compl. ¶¶ 16-17; Answer ¶¶ 16-17.) The License Agreement provides:

The provisions of this License Agreement shall survive its expiration, termination, cancellation, and revocation, until the surrender of the premises by the Licensee. Thereafter only the provisions of paragraphs 4 through 22, shall survive the expiration, termination, cancellation, and revocation of this License Agreement.

(License Agreement ¶ 25.) Of the provisions that would survive the expiration of the License Agreement, paragraphs six and thirteen, the release and waiver provisions, are central to plaintiffs' motion to dismiss CBWP's counterclaims.

Plaintiffs argue that CBWP "agreed to release Plaintiffs from any claims or controversies, causes of action of whatsoever kind or nature" under paragraph six of the License Agreement. (Pls.' Mem. at 6.) The release provision states:

Licensee, on behalf of itself and its agents, employees, affiliates, invitees, successors and assigns, does hereby release, acquit and forever discharge English Kills Ventures LLC, and its officers, employees, agents and representatives of and from any and all claims, costs, controversies, causes of action, suits, judgments, liens, damages, demands, liabilities, and expenses of whatever kind or nature which Licensee and/or its agents, employees, affiliates, invitees, successors and assigns ever had, now has or may hereafter have, arising from, relating to, or in any way connected with the Licensee's access to, presence on or use of the premises.

¹ CBWP only argues that the release provision of the License Agreement should not be enforced under the theory that the original owners of the Vessel were not sophisticated parties, and the resulting agreement did not reflect bargained-for allocation of risk. (See CBWP's Combined Opposition to Motions to Arrest Vessel and Dismiss Counterclaims, dated Apr. 5, 2022 ("CBWP's Mem. in Opp."), Dkt. No. 45, at 6-8.)

(License Agreement ¶ 6.) However, even if it is assumed that the License Agreement applies to CBWP, I do not interpret the plain language of paragraph six to release any entities other than English Kills Ventures LLC and its officers, employees, agents and representatives from liability. Unlike other portions of the License Agreement, the release provision does not include any language that might suggest its applicability extends to English Kills Ventures LLC's successors or assignees. Therefore, I find that the release provision of the License Agreement does not bar CBWP's counterclaims against plaintiffs 192 Morgan Realty, LLC and Morgan Williamsburg, LLC.

Plaintiffs also argue that paragraph thirteen of the License Agreement prevents CBWP from asserting its counterclaims. The waiver provision of the License Agreement states in relevant part:

In the event Licensor commences any summary proceeding or action, Licensee covenants and agrees that it will not interpose, by counterclaim or other claim seeking affirmative relief whatsoever nature or description, in any such proceeding or action . . . [.]

(License Agreement ¶ 13.) But, assuming that the waiver provision applies to CBWP and this particular action, the waiver provision is inoperative in federal court when its application would bar counterclaims that are compulsory under Federal Rule of Civil Procedure 13(a).² See Sage Realty v. Insurance Co. of N. Am., 34 F.3d 124, 129 (2d Cir. 1994). “A claim is compulsory if ‘a logical relationship exists between the claim and the counterclaim and [if] the essential facts of the claims are so logically connected that considerations of judicial economy and fairness

² Federal Rule of Civil Procedure 13(a) requires that a pleading “state[] as a counterclaim any claim which at the time of serving the pleading the pleader has against any opposing party, if [the counterclaim] arises out of the transaction or occurrence that is the subject matter of the opposing party’s claim and does not require for its adjudication the presence of third parties to whom the court cannot acquire jurisdiction.” FED. R. CIV. P. 13(a).

dictate that all the issues be resolved in one lawsuit.” Critical-Vac Filtration Corp. v. Minuteman Int’l, Inc., 233 F.3d 697, 699 (2d Cir. 2000) (quoting Adam v. Jacobs, 950 F.2d 89, 92 (2d Cir. 1991)). Here, CBWP’s counterclaims of constructive eviction and negligence arise out of the same facts that underlie plaintiffs’ claims to enforce its maritime lien for wharfage and for contract damages. To fully address the dispute at hand, consideration of both plaintiffs’ claims and CBWP’s counterclaims is necessary. Accordingly, I find that CBWP’s counterclaims are compulsory under Rule 13(a) and therefore not barred by the License Agreement.

B. CBWP’s Counterclaims Should Not Be Dismissed Pursuant to Rule 12(b)(7)

“Under Fed. R. Civ. P. 12(b)(7), an action must be dismissed for failure to join a party under Fed. R. Civ. P. 19 if that party is deemed to be a necessary or indispensable party to the action.” Ohio Cas. Ins. Co. v. Am. Empire Surplus Lines Ins. Co., No. 20 CV 1974, 2021 WL 7908052, at *4 (E.D.N.Y. Apr. 14, 2021) (citations omitted). “Fed. R. Civ. P. 19 sets forth a two step inquiry for determining whether an action must be dismissed for failure to join an indispensable party.” Associated Dry Goods Corp. v. Towers Fin. Corp., 920 F.2d 1121, 1123 (2d Cir. 1990); see also Viacom Int’l, Inc. v. Kearney, 212 F.3d 721, 724 (2d Cir. 2000). The first step “asks whether a person is a so-called ‘necessary party’ that ‘must be joined’ under Rule 19(a).” BCRS1, LLC v. Jacob Unger., No. 20 CV 4246, 2021 WL 3667094, at *4 (E.D.N.Y. Aug. 18, 2021). A person must be joined as a party if:

(A) in that person’s absence, the court cannot accord complete relief among existing parties; or

(B) that person claims an interest relating to the subject of the action and is so situated that disposing of the action in the person’s absence may: (i) as a practical matter impair or impede the person’s ability to protect the interest; or (ii) leave an existing party subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations because of the interest.

FED. R. CIV. P. 19(a)(1). “If Rule 19(a)’s elements are not satisfied, joinder is not required, and the Court need not analyze whether a party is indispensable under Rule 19(b).” Ohio Cas. Ins. Co., 2021 WL 7908052, at *4.

CBWP asserts counterclaims for constructive eviction and negligence.

(Counterclaims ¶¶ 29-35.) CBWP alleges that plaintiffs “were aware, and allowed, [a] cement company to store multi-ton concrete blocks on the very edge of the property adjacent to that rented by CBWP,” which caused damage to the dock and the Vessel. (Id. ¶¶ 17-23.) Plaintiffs argue that CBWP’s counterclaims should be dismissed under Rule 12(b)(7) for failure to join the cement company that stored the concrete blocks that caused the alleged property damage. (See Pls.’ Mem at 11; Plaintiff’s Reply in Support of Motion to Dismiss Counterclaims,³ dated Apr. 11, 2022, Dkt. No 47, at 6.) Other than asserting that the cement company is the “ultimate tortfeasor,” see Pls.’ Mem. at 11, plaintiffs do not engage in any further discussion or argument regarding the application of Rule 19(a)(1).

“A [party] who moves to dismiss an action based on [the movant’s] failure to join a party ‘bears the burden to establish indispensability.’” Ohio Cas. Ins. Co., 2021 WL 7908052, at *6 (citations omitted); see also BCRS1, LLC, 2021 WL 3667094, at *5 (noting that the burden is on the moving party to “present proof of the absent party’s interests, such as ‘affidavits of persons having knowledge of these interests’ or ‘other relevant extra-pleading evidence[.]’” (quoting United States v. Sweeny, 418 F. Supp. 2d 492, 499 (S.D.N.Y. 2006)); Tilyou v. Carroll,

³ In a separately filed letter motion, CBWP moved to strike plaintiffs’ reply filings in support of the Motion to Dismiss Counterclaims, see Dkt. No. 47, and the Motion to Arrest and Sell the Vessel, see Dkt. No. 46, on the grounds that plaintiffs’ replies fail to comply with this court’s rules. (Letter Motion to Strike, dated Apr. 11, 2011, Dkt. No. 48.) I decline to strike plaintiffs’ filings on such grounds. However, plaintiffs are directed to file all future submissions in accordance with this court’s rules. Plaintiffs should consult not only the relevant Federal Rules of Civil Procedure but also my and Judge Kovner’s Individual Rules.

No. 92 CV 0750, 1992 WL 170916, at *5 (E.D.N.Y. July 2, 1992) (“The burden is on the movants to show the need for joinder.”). Here, plaintiffs have not demonstrated that the absence of the cement company would prevent this court from granting complete relief among the existing parties. In fact, “[i]t has long been the rule that it is not necessary for all joint tortfeasors to be named as defendants in a single lawsuit . . . [A] tortfeasor with the usual ‘joint-and-several’ liability is merely a permissive party to an action against another with like liability.” Temple v. Synthes Corp., 498 U.S. 5, 7 (1990) (quotations and citations omitted). Additionally, plaintiffs have put forth no explanation or documentation to support the conclusion that the cement company “claims an interest relating to the subject of the action,” and that disposing of the action without the cement company would “as a practical matter impair or impede [the cement company’s] ability to protect the interest” or “leave an existing party subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations.” FED. R. CIV. P. 19(a)(1)(B). Because plaintiffs have merely alleged, without any basis or support, that the cement company is an indispensable party, I find that plaintiffs have not met their burden under Rule 19(a) or Rule 12(b)(7).

Thus, plaintiffs have not established that CBWP’s counterclaims should be dismissed pursuant to Rule 12(b)(6) or 12(b)(7). I therefore respectfully recommend that plaintiffs’ motion to dismiss CBWP’s counterclaims be denied.

II. Motion to Arrest and Sell Vessel

Plaintiffs also move “pursuant to Admiralty Rule C and [46 U.S.C. §§ 31326 and 31342] for the arrest of [the] vessel situated in this District against which Plaintiffs assert a maritime lien” and “pursuant to Admiralty Rule E(9) for interlocutory sale of the vessel.” (Plaintiffs’ Memorandum in Support of Motion for Order of Sale and Authorization of Warrant

for Arrest of Vessel, dated Mar. 17, 2022 (“Pls.’ Mem. for Arrest of Vessel”), Dkt. No. 42-8, 1.) For the reasons discussed below, I respectfully recommend that plaintiffs’ motion for a warrant authorizing the arrest the Vessel be granted and that plaintiffs’ motion for interlocutory sale be denied without prejudice and with leave to renew once the Vessel has been arrested.

Under Rule C, an action may be brought *in rem* to enforce a maritime lien when the complaint is (1) verified; (2) describes with “reasonable particularity the property that is the subject of the action;” and (3) states that “the property is within the district or will be within the district while the action is pending.” Rule C (2). If a court determines, after reviewing the complaint and supporting papers, that the conditions for an *in rem* action exist, “the court must issue an order directing the clerk to issue a warrant for the arrest of the vessel or other property that is the subject of the action.” Rule C (3)(i).

“In order to avail itself of the device of maritime arrest, a plaintiff has the burden of showing that it is entitled to a maritime lien.” Bay Casino, LLC. v. M/V Royal Empress, 20 F. Supp. 2d 440, 448 (E.D.N.Y. 1998). A party has a maritime lien on a vessel if it provides necessaries to the vessel on the order of the owner or a person authorized by the owner. See 46 U.S.C. 31342(a)(1). Necessaries are defined to include “repairs, supplies, towage, and the use of a dry dock or marine railway.” 46 U.S.C. § 31301(4). Dockage or wharfage fees also constitute necessaries. See Am. Eastern Dev. Corp. v. Everglades Marina, Inc., 608 F.2d 123, 125 (5th Cir. 1979); Robbie’s of Key W. v. M/V Komedly III, 470 F. Supp. 3d 1264, 1268 (S.D. Fla. 2020); Crescent City Harbor Dist. v. M/V Intrepid, No. 08 CV 1007, 2008 WL 5211023, *3 (N.D. Cal. Dec. 11, 2008); Humphreys Railways, Inc. v. F/V Nils S, 603 F. Supp. 95, 98 (E.D. Va. 1984).

Plaintiffs have sufficiently demonstrated that they are entitled to a maritime lien against the Vessel. The License Agreement provided for the Vessel to be docked at plaintiffs’

premises in consideration for payment of monthly dockage fees. (See License Agreement ¶¶ 1-3.) Upon the expiration of the agreement on March 31, 2018, the Vessel remained docked at the Premises on a month-to-month basis. (Am. Compl. ¶¶ 16-17; Answer ¶ 16-17; Pls.’ Mem. for Arrest of Vessel at 2.) CBWP acquired ownership of the Vessel in 2019 and continued to pay dockage fees until March 2020. (See Am. Compl. ¶¶ 19, 23; Answer ¶ 19, 23; Pls.’ Mem. for Arrest of Vessel at 2.) Though the Vessel remains at the Premises, CBWP has not paid dockage fees to plaintiffs since March 1, 2020. (Am. Compl. ¶ 23; Answer ¶ 23.)

Thus, an agreement existed between the owner of the Vessel and plaintiffs to provide necessities to the Vessel.

Plaintiffs have also satisfied the requirements of Rule C.⁴ The complaint states that the Vessel is a 129-foot pleasure craft, named Schamonchi and identified with IMO Ship No. 594912. (Am. Compl. ¶ 25.) The Vessel is currently docked in this district in Block 2942, Lots 220 and 157 at 190 Morgan Avenue in Brooklyn, New York. (Id. ¶¶ 10-11.) Additionally, plaintiffs’ counsel has submitted an affidavit swearing under penalty of perjury that the facts laid out in the complaint are true and correct; therefore, the complaint is verified. (See Affidavit of Helen Schwartz, sworn to Jan. 18, 2022, Dkt. No. 39.)

Accordingly, I find that plaintiff has made out a *prima facie* case demonstrating that an *in rem* action over the Vessel is proper and that the action is properly within the subject matter of this court. I respectfully recommend that plaintiffs’ motion for an order authorizing a warrant for arrest of the Vessel pursuant to Rule C be granted.

⁴ It is undisputed that the requirements for an arrest pursuant to Rule C have been met. (See CBWP’s Mem. in Opp. at 14 (“CBWP agrees that the prerequisites for Rule C arrest have been met.”).)

I note that plaintiffs' motion for interlocutory sale is premature because the Vessel has not yet been arrested. See Rule E(9)(a); see also Wong Shing v. M/V Mardina Trader, 564 F.2d 1183, 1186 (5th Cir. 1977) ("In rem process is a peculiar feature of admiralty jurisdiction. It is begun by arresting the property which is the subject of the litigation This arrest of seizure of the property gives the court jurisdiction."). I therefore respectfully recommend that plaintiffs' motion for interlocutory sale of the Vessel be denied without prejudice and with leave to renew once the warrant has been issued and the Vessel has been arrested.

CONCLUSION

For the reasons explained above, I respectfully recommend that plaintiffs' motion to dismiss CBWP's counterclaims be denied. I further recommend that plaintiffs' motion for an order authorizing a warrant for arrest of the vessel be granted and plaintiffs' motion for interlocutory sale be denied without prejudice and with leave to renew once the warrant has been issued and the Vessel has been arrested.

Any objection to this Report and Recommendation must be filed with the Clerk of the Court, with courtesy copies to Judge Kovner and to my chambers, within fourteen (14) days. Failure to file objections in a timely manner may waive a right to appeal the District Court's order. See 28 U.S.C. § 636(b)(1); FED. R. CIV. P. 6(a), 6(d), 72.

Respectfully submitted,

/s/
ROBERT M. LEVY
United States Magistrate Judge

Dated: Brooklyn, New York
August 1, 2022