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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK : CIVIL TERM : PART 48

-----X
JEREMY CASILLI, JON FOSTER, DIANE ROSENCRANTZ,
DC YORK RESTAURANT, LLC, MICHAEL MORRIS,

Plaintiffs,

INDEX NO:
652545/2017

-against-

SHAUL NATAN and NADOV COHEN,

Defendants.

-----X
60 Centre Street
New York, New York 10007
May 3, 2018

B E F O R E:

THE HONORABLE ANDREA MASLEY, Justice

A P P E A R A N C E S:

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STEFANIE JOHNSON
Senior Court Reporter

Searched
ANDREA MASLEY
10/15/18

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THE COURT: In the matter of Casilli against Natan, for plaintiff we have Ms. Medeiros?

MS. MEDEIROS: Yes, your Honor.

THE COURT: Mr. Hearle?

MR. HEARLE: Yes, Hearle.

THE COURT: We're back again on the plaintiff's motion for preliminary injunction enjoining the defendants from holding a meeting of the corporation.

Now, the circumstances have changed because I issued a stay of the April 27th meeting, and subsequently the defendants went ahead and served a new notice which is slightly different than the old notice. They are no longer seeking to become the First Department and overrule me, so thank you for that. So we'll address the arguments just to the new notice.

It's call the re-notice of emergency meeting of members, it's dated April 27th, and now it seeks to have a meeting to take the following corrective action: Filing a Chapter 11 retention of counsel to represent the company in connection with the bankruptcy and adoption of buyout procedures to enable one group of members to buyout the other group of members to eliminate the current internal

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strife. That's called for May 8 at 2 p.m..

So you would agree that the motion is now focused on this new notice; correct?

MS. MEDEIROS: That's correct, your Honor.

MR. HEARLE: Yes.

THE COURT: The last time you were here, I did have some questions and, again, I appreciate the reframing of the items for the meeting. Do you think it's an issue for a board meeting to talk about adoption of buyout procedures to enable one group of members to buyout another, isn't that really just an issue of investors offering to buy another investor's? Isn't it an appropriate action for a board meeting if the company doesn't do anything?

MR. HEARLE: Again, this is not a board meeting, your Honor, this is a meeting of the full membership.

THE COURT: Okay. So a membership meeting. My point is, it's a membership meeting to decide what the company is going to do. And it's not the company offering the buyout, it's one set of members offering to buyout another set of members. Is the money coming from a corporation?

MR. HEARLE: No.

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THE COURT: Then why is the corporation having that meeting or addressing it? Why is it an issue for a membership meeting? If the members who want to buyout the other members want to have a meeting and talk about it against themselves, but it's not a business matter for the corporation.

MR. HEARLE: Well, to the extent there are procedures under the Operating Agreement for buyouts of memberships, and to the extent they want to revise that or address that, I think it's appropriate. Even if that's the case, then remove it from the agenda. That doesn't affect the necessity of the meeting. If they want to have a meeting about anything in a membership meeting, I know they put an agenda together. I'm not sure that there's anything restricting or defined in the parameters of the meeting to be on the agenda. If so, the agenda will be whatever is permissible, which is the bankruptcy discussion.

THE COURT: Thank you. Let's get to that.

So the defendants provided the Court with two bankruptcy decisions, which seem to me that the members of the corporation can have a meeting to discuss bankruptcy. And you didn't actually give me any cases otherwise, other than I have jurisdiction

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as a judge, an awesome power as a judge, thank you for that reminder, but none of this addresses their cases.

MS. MEDEIROS: We did provide a case, SEC versus Byron, and that was a Second District case. The cases provided by the defendants are an Arizona case and an Oregon case from 2009.

THE COURT: They are bankruptcy court cases.

MS. MEDEIROS: I understand, your Honor. The bankruptcy court in the context of the receivership generally looks to the underlying state court decisions here.

THE COURT: They can do that if they decide and they have the authority. What I don't understand is, why not go to the meeting, you have the majority shares, and vote against it.

MS. MEDEIROS: The problem here is how this meeting is being framed. The meeting is being called under the defendant's authority and that's exactly what the notice says, as the majority of the board of managers. Your Honor, that in and of itself is a problem. There is no board of managers. Under the receivership order, it is Mr. Zegen who has operational and managerial control. By framing the notice of meeting as they have framed it, they

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have given themselves the authority as managers.
They signed the notice as managers.

THE COURT: Of the corporation, not the
restaurant.

MS. MEDEIROS: Of the corporation, your
Honor. There is no board of managers. If this were
only a membership meeting and any member called the
meeting, I wouldn't be standing here, your Honor.
They are asserting their authority as members of the
board of managers and that authority no longer
exists under the receivership order.

THE COURT: I have a lot of authority but I
don't think that I can usurp the rights of the
shareholders or members in this case to deal with
their dispute however they wish to deal with their
dispute. So the whole idea of the receivership is
for Mr. Zegen or the receiver to have all the powers
necessary to keep the company running while the
shareholders or members figure out their dispute.
So why can't they call a membership meeting?

MS. MEDEIROS: Your Honor, they're not
calling a membership meeting. They're calling a
meeting under their authority as members of the
board of managers. It is not a notice -- it is not
an innocuous notice, your Honor. This is the notice

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that they're going to take to the bankruptcy court and say we called this meeting under our authority as member of the board of managers.

THE COURT: So your dispute or challenging the term as the majority of the board of managers.

MS. MEDEIROS: Yes, your Honor.

THE COURT: I see.

MS. MEDEIROS: Because at present, they're not.

Your Honor, given the history of this case and your Honor has heard so much of it, the very last time that an emergency meeting of the members under the authority of the majority of the board of managers was issued by the defendants, plaintiff got completely locked out. They utilized these notices to gain a strangle hold over the company, your Honor. That's what's happening here.

If this were just a member meeting, my guys have all the votes. A, B, C and D. That's not what they noticed, your Honor. They noticed it, claiming authority which they do not have. They will utilize that authority, the meeting is being held at the bankruptcy attorney's office, to take that notice of meeting, this one, hand it to Mitchell Green and say file. They have no concern as to whether or not

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they lose the company wide vote. Their concern is they need a shred of evidence to submit to the bankruptcy court saying we had the authority to do this. That's why we're here, your Honor.

THE COURT: Okay. So, is it possible that this notice is wrong again?

MR. HEARLE: No, your Honor. First of all --

THE COURT: Are they majority of the board of managers?

MR. HEARLE: Yes.

THE COURT: How?

MR. HEARLE: The receiver was put in place --

THE COURT: No, not the receiver.

MR. HEARLE: I'm saying, the receiver was put in place to operate the business --

THE COURT: I want to talk about this. Forget the receiver.

MR. HEARLE: I am. There's three board members, two are defendants and one are plaintiffs. The board doesn't operate the business while the receiver is in place but they're still the board. An owner of property doesn't lose ownership of a property when a receiver is put in place, they just lose stewardship over it.

THE COURT: So walk me through this in the

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Operating Agreement. So this is being called as a majority. So two of the three board members are calling this meeting.

MR. HEARLE: Under 8.7. First of all, it doesn't have to be made by the board. It doesn't have to be made by anyone. As counsel said, it can be any member who is doing this. If she's arguing that, oh, they said their board member said yes, we admit they're members, but they're saying they're board members.

THE COURT: No. The problem is they're saying they're the majority of the board members, that's the problem.

MR. HEARLE: They are. They are two of three.

THE COURT: They are two of three board members.

MR. HEARLE: It doesn't need to be the majority of board members, it just needs to be a member. They said that in the notice, it's true, but even if they strike it out, they're members. No one disputes they're members. Counsel admits, if they said members of the company, then we wouldn't be here today. I don't understand how she's saying, oh, because they said they're the majority of the

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board now they can file a bankruptcy regardless of the vote. We're just trying to have a vote and they're fighting us tooth and nail about it. I don't understand it. If they have the majority, let them vote. Perhaps they think they don't have the majority, they're just putting on a brave face. For some reason, they're fighting against this vote.

MS. MEDEIROS: Your Honor, we're fighting against --

THE COURT: Let me just interrupt you because on page 10, Article 3, section 3.1, it's the second C. It goes A, B, C, D, C, F. Maybe that's an E. It's hard to read this. "Under notice, any manager may at any time call a meeting of the board."

MS. MEDEIROS: Your Honor, and our argument stands. There is no board. The board was established to manage the company, managerially and operationally. The receiver was vested with that authority --

THE COURT: The receiver is running the restaurant. He's not running the company while they figure this out. It's just not accurate. That's what those bankruptcy decisions hold is that it's two separate things. I have a lot of power but I don't have the power to completely usurp this

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corporation hand in hand completely over. The restaurant management has been handed over to Mr. Zegen, that's it.

MS. MEDEIROS: Respectfully, your Honor, the Court's order does say the restaurant and 268.

THE COURT: To the extent it's necessary for him to have access to the accounts, that's true. So, to the extent it's necessary for him, who is sitting in the front row, to operate this restaurant, but he can't take the powers of a member or a shareholder away from them.

MS. MEDEIROS: We're not taking the powers of members away.

THE COURT: Either they can call a meeting under paragraph 3.1E or not, and it would appear that they can. They can't interfere with his operation of the restaurant, that's true. That, we'll get to. But, they have to be able to resolve this dispute.

MS. MEDEIROS: I understand, your Honor, but they're not calling it under Article 3. They're calling it under Article 8.

THE COURT: Let me look at 8.

"The members shall not be permitted to vote on any matter other than matters expressly required

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to be submitted to them pursuant to the provisions of the act or this agreement to the extent that they are entitled to vote. Each member shall vote in proportion to his interest percentage. If a quorum of the members of a particular class exists, the affirmative vet of the majority of the units of such class represented at the meeting and entitled to vote on the subject matter shall be the act of the members of such class unless the vote of a greater or lesser amount or approval by other voting groups is required by the act, the certificate, or this Operating Agreement."

I see. 8.5 says, "upon the written request of the board, the company shall call a meeting." So you're saying that under 8.5, it has to be the entire board, is that what you're saying?

MS. MEDEIROS: Yes, your Honor.

THE COURT: If you are, it didn't come through loud and clear to me.

MS. MEDEIROS: Your Honor, if this were just a member meeting, again, we wouldn't be here, but they're noticing under authority that we don't believe they have.

THE COURT: How do I know it's under 8 and not under 3? It says under Section 8.

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MS. MEDEIROS: That's what the notice says.

MR. HEARLE: Your Honor, it doesn't say unanimous board.

THE COURT: It says the board.

MR. HEARLE: The board, two out of three, that's a majority. Everything else in this agreement calls for a majority. That's why it says the majority of the board.

THE COURT: It doesn't say. It says the board.

MR. HEARLE: It says the board. And a majority. It doesn't say unanimous. It says the board.

MS. MEDEIROS: But it neither says majority.

MR. HEARLE: They would effectively preclude any meetings because of the dispute.

THE COURT: Unfortunately, this isn't really the best written.

MR. HEARLE: Unfortunately, that's not viable, your Honor, and nowhere in there does it say unanimous.

MS. MEDEIROS: Neither is it viable for a company to continue when the defendants constantly attempt to assert authority because they're the majority of the board. That's why we came to the

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2 court to begin with. How are any of the other
3 shareholders to do anything when they assert we're
4 the two-thirds of the board, we're the majority of
5 the board. That's why we're asking in interest of
6 equity for your Honor to stay the meeting. They are
7 going to use this notice to file a bankruptcy. If
8 it were a member meeting called as simply
9 shareholders of the company under Article 3, I
10 couldn't challenge it.

11 MR. HEARLE: Your Honor, I ask you this. If
12 they vote against it, how are they going to go in
13 and file bankruptcy? The first thing they do is the
14 membership voted against the bankruptcy. How are
15 they going to go file a bankruptcy?

16 THE COURT: Except that you're telling me
17 this is a board meeting, not a membership meeting.

18 MR. HEARLE: I'm telling you this is a
19 membership meeting.

20 THE COURT: You did it under 8 and not under
21 3?

22 MR. HEARLE: Because it's calling for a
23 meeting. That's where the votes of the membership
24 happen, under 8.2, the schedule. That talks about
25 the membership voted.

26 THE COURT: Well, what's the difference

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between 3 and 8?

MR. HEARLE: 3 is a board meeting, of the board getting together in a meeting, three people. This is for the full membership because the full membership has to vote yao or nay for the list of items that are on the schedule. Bankruptcy is one of them, receivership is one of them, several other ones. The only one we're talking about today is the bankruptcy. It requires a membership meeting because the members have to vote and the only way we can get the members there is by noticing a meeting, which we've done.

MS. MEDEIROS: Your Honor, if it were simply about a membership vote, my office sent a letter to Robinson Brog, my client spoke clearly through that letter, they don't want to enter into bankruptcy. We believe that the power to enter into bankruptcy or any litigation to preserve the assets of the company, again, were reserved by your Honor's September 20th order. If it was just a matter of placing on the record what my clients say, I did it. I did it on April 26. They do not want the bankruptcy.

Your Honor, I ask you to look beyond Operating Agreement and the notice and to look at

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the motives behind this. The only way they're going to circumvent the December 20th order, because they've heard your Honor's position on the receivership, they need evidence that they have authority. That's the evidence.

MR. HEARLE: That would come from a vote at a meeting, which we're trying to do. We're bending over backwards to follow the Operating Agreement by saying we want a meeting so the membership can vote. Send me a letter, purportedly from her client saying this is how we would vote, that doesn't count. You have to vote. We want to have a meeting. We want to have my client say what his piece is, their client can say their piece, and then they vote. If they vote yes, then we can proceed in one way. If they vote no, then we can't proceed that way.

It's fundamental. I don't understand the resistance. If counsel is suggesting that we, now I go back to my office and say, okay, now we're calling a meeting under 3, 4, 5, 6, 7, 8, 9, 10, whatever is applicable, let's have it, then she's saying that's okay, then we're resulting form over substance and we're wasting everyone's time.

MS. MEDEIROS: No, we're not, your Honor. They still sent a notice to Mr. Casilli to the wrong

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address, despite the fact we told them that's the wrong address.

Your Honor, they're trying to use the Operating Agreement as both the sword and shield. They do not have the authority as the board of managers, your Honor. It really boils down to that. They're members. No one can take their membership interest away from them in this context, so call the meeting as a member. Do not call the meeting under authority as managers. Jeff sitting right there is the manager, your Honor.

THE COURT: Of the restaurant.

MS. MEDEIROS: According to the order, also 268.

THE COURT: So I'm looking at the definition of board on page, it's the definition of the board which sends me to section 3.1 of the Operating Agreement. The Operating Agreement, contrary to Mr. Hearle's wish for it to be a majority, and certainly while it would make more sense to be a majority, it says:

"The business and affairs of the company shall be managed by or under the direction of the board of managers. The board shall have full and exclusive and complete discretion to manage and

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control the business, to make all decisions. No individual manager in such individual's capacity as manager shall act as or shall have the power or authority to bind the company."

I think that's inconsistent with your theory that a majority can call a meeting.

MR. HEARLE: I'm not sure how. No one can act alone. No one is the board. Nowhere in here does it say the board has to be unanimous.

THE COURT: Nor does it say it's other than the three members of the board acting together.

MR. HEARLE: Your Honor, subsection G:

"Quorum and voting. All actions by the board must be authorized by a majority of the managers, provided, however, that managers may grant proxies to other managers to vote on their behalf."

THE COURT: You left out the first part which is that the presence of all the appointed managers shall constitute a quorum for the transaction of business at a meeting of the board.

MR. HEARLE: There is no -- we didn't have a meeting of the board. It doesn't say that the vote of the majority has to be at a meeting of the board. The managers, two out of three, are trying to hold this meeting. They are steadfast trying to avoid it.

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Now, if you're going to say, you know what, because they said they're the majority of the board it's no good, then your Honor.

THE COURT: Now I think they have the majority of the board. The problem is that you're the one talking about majority.

MR. HEARLE: I'm talking about majority, yeah, we're the majority. So we were properly noticing this meeting. That's not an erroneous statement saying we, a majority of the board, are calling the meeting.

THE COURT: The problem is that any action that the board takes must be authorized by a majority of the managers.

MR. HEARLE: And it has been, and all they're doing is calling for a meeting. They're not trying to change anything other than have a vote. They are, by the way, members, as counsel has admitted. So the fact is, they're describing themselves -- you can look at it this way. They acknowledge they're members and they could call a meeting. They happen to describe themselves as a majority of the board. If you don't want to call them that, don't call them that. They're still members and they still called for the meeting.

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MS. MEDEIROS: But that's not what the document says and any action by the board to be recommended to the members must be done so at a meeting of the board of managers where there's a quorum.

MR. HEARLE: This isn't about a recommendation to the members. This is about calling a meeting. Now, the recommendation of the members for any action taken, that's one of the prerequisites to passing. That's subdivision 8 which counsel didn't want to get back to but that's where we end up because that's what we're talking about.

Before the action of the business, the business makes an action, there has to be, one, a recommendation of the board, that may or may not be forthcoming because there's a fight amongst the board members, that has to happen. Two, a majority of all the classes of the share of the membership have to vote in favor of it. Both those things are hurdles that are still in favor of my client, but both those things are dealt with at the meeting.

MS. MEDEIROS: Your Honor, the notice in and of itself says the actions to be taken at the meeting as the majority of the board of managers are

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hereby recommended. How can they recommend an action if there was no meeting of the board of managers, your Honor.

The defendants, if they want to follow corporate formalities as per the Operating Agreement, they're not following them. They're bypassing steps that are necessary to be taken, according to the argument that they're making.

Furthermore, again, if this were just a meeting being noticed by the members, it would be completely different. The document says what it says for a purpose, your Honor. That purpose is to utilize it to say that a majority of the board of managers that are managing the company recommend bankruptcy.

MR. HEARLE: The apparent dissenting member of the managers, of the board of managers at that meeting, will be expected to voice his opposition in a non-recommendation. The two members who recommend it, he will be given the opportunity to say, no, this is crazy, they're trying to screw up the business. But we need to have them all in a room to vote; they can hear each other out.

To adopt their argument, this is never going to be resolved because no one can even talk to each

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other. You have to break the log jam and that comes with a vote.

MS. MEDEIROS: Your Honor, it's also very curious that in five years, in five years since they locked out the plaintiffs, they've never noticed a member meeting, not once. Haven't given us information. Haven't done anything. Suddenly, a receiver comes in, their piggybank is gone, now, all of a sudden, now it's an emergency, now they want to meet with the remaining members.

Your Honor, I ask that you look beyond this document and look behind the intentions of it. The intentions are they want to file a bankruptcy petition to remove Jeff. If the document said it was a member meeting called solely under the authority of just being a member, fine. That's not what it says.

THE COURT: This wasn't briefed but my question is, when the Operating Agreement is contradictory, it's almost as if you can't call a meeting. It looks to me like you're right, this is unworkable. So then what do you do?

MR. HEARLE: I think if it's unworkable, then we're going to go to the act and the act is going to say anybody can call a meeting on proper notice and

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we'll do it that way. If counsel is stipulating we can do it as a member, then she will come in and say members can't call a meeting because the board can't recommend. We're never going to get ahead.

THE COURT: That's the problem with it, it's circular.

MS. MEDEIROS: One of the issues of -- my guys didn't agree to it, only one of them did. This is a draft, your Honor.

THE COURT: This Operating Agreement?

MS. MEDEIROS: Yes, your Honor. This was a draft.

THE COURT: Well, you can't both rely on it.

MS. MEDEIROS: I understand but in terms of acknowledging that so many portions of it contradict the others, it was never completed.

THE COURT: The one I have is signed by Casilli, Natan and Cohen.

MS. MEDEIROS: That's all, your Honor.

THE COURT: They made an agreement. Those three people made an agreement.

MS. MEDEIROS: Those three people did make an agreement and the rest didn't agree to it, simply because there were contradicting portions.

THE COURT: I don't know why they didn't

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agree to it. We turn to the BCL?

MR. HEARLE: I think the Limited Liability Company Law, the one that has very little case law.

THE COURT: As to this issue of the meeting, I need to work through this more carefully and I would appreciate it if you would brief this issue of, if this is contradictory, and I believe it is, then what do you do because the members is to be able to do something to resolve their problems or disagreements.

And meanwhile, Mr. Zegen will continue operating the restaurant so that this disagreement, or whatever the issues are with the members, doesn't interfere with the operation of the restaurant and the restaurant doesn't go under just because these other people are fighting with each other. That's the idea behind the receivership, which is why, as I said, I think that it's true that Mr. Zegen, I can only give him as much power as is in the law, he doesn't take over the world just because he is the receiver, but he has all the authority he needs to operate the restaurant and it does mean having some authority over the corporation because he has to be able to get access to the accounts and sign things and do that. Mr. Zegen is not involved in the fight

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between the shareholders or members, that's not his fight. He's just trying to do the right thing, keep the restaurant not only afloat but apparently doing well.

I would like some additional briefing before I make a decision. I am going to try to follow this from Article 3 and how do you hold a meeting and from Article 8 how do you hold a meeting. Because I think there's a problem, I think it conflicts.

So the second issue with the order to show cause was, so there's going to be a stay on the meeting of whatever board or the members, whatever this notice is from April 27th is stayed until the court issues a decision. So the stay will continue.

The other issue is restraining the defendants from contacting any of the employees of 268. I have an affirmation from Mr. Zegen, which is problematic but it's an issue of fact. I can have Mr. Zegen who is here testify, you could cross him, I don't know if you want to have your client testify or someone else testify. I would like to hear from the chef, so I would like to see a subpoena go out for the chefs.

Do you want to call any witnesses?

MR. HEARLE: At this point, your Honor, I

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think -- now, this is on for a trial I think next week on related matters, so I don't know if you want to put it all together. It's on next week.

MS. MEDEIROS: It's on for May 9th, your Honor, for the seizure of the defendant's interest in 268.

THE COURT: What is it?

MS. MEDEIROS: Sorry, your Honor?

THE COURT: The hearing next week is on what?

MS. MEDEIROS: It's a hearing to seize the interest of the defendants based on \$500,000 owed by them to 268. Your Honor, I would respectfully request that the hearing, I'll send out the subpoenas for the chefs, I'll do that, if it can be after May 9th. I have two other trials on the 7th and the 8th.

THE COURT: Well, the problem with that is I can't abide by someone interfering with a receiver I have appointed and --

MR. HEARLE: If I may, your Honor, just to try to avoid the dilemma you're wrestling with. My client is here. We will consent to a stay. We're not going to contact. We will agree.

THE COURT: That's good because there's already an order of a Court of the State of New York

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ordering your clients not to.

MR. HEARLE: We're not. So I'm giving away ice in the winter because they're not. We'll consent to the reissuance of the order. We'll consent to it because we're not. My client is here. You can admonish him and say, double down it, but we've made him aware of the order, he's acknowledged that he has not done it and he again will reiterate he's not going to.

THE COURT: I see that the plaintiff is here too; right?

MS. MEDEIROS: Yes, your Honor.

THE COURT: So both parties are in the courtroom, and the Court is admonishing both plaintiff and one of the defendants that they are not to in any way, shape, or form interfere with the operation of the restaurant.

If there's any further reason to believe that there's interference with the receiver I appointed, I told counsel when you were here last time, and I am going to tell you again because the clients are in the room, I will hold a hearing and you will go to jail, if I find my order is being interfered with. Not a joke. Bring a toothbrush. Yes, that serious. That's what happens when you interfere

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with an order of the Court, yes. So I think everybody is clear on that.

I'll continue that the order stands. The receiver continues until further order of the Court. I am not going to say anything else because this is all in the order appointing Mr. Zegen. I don't need to put it in another order. I don't need to double down. It's there. I think everyone is, hopefully, clear about it now.

So we will put off a hearing on the violation and hopefully you'll withdraw that part of your order to show cause. We'll put it on for a hearing after the other one. If it's still necessary at that time, we'll have it. Hopefully, it's not. I really don't want to send someone to jail.

I am going to mark this motion submitted as to the meeting. You're going to get two memos of law to me on what happens if it is conflicting. You can also show me, like diagram it for me, how it's not conflicting or it is conflicting, whatever your position is, and I'll walk myself through it also. It seems to me that it is. So if it is, what do I do? What is the LLC law say? I didn't look at it before I came in today. I think that that's it.

This is the plaintiff's motion so you're

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going to get the transcript.

MS. MEDEIROS: Yes, your Honor.

THE COURT: It will be marked submitted when I get that but I'm going to start working on it now. How long do you want to put in that memo? It will be simultaneous.

MR. HEARLE: The beginning of the week, Monday or Tuesday.

MS. MEDEIROS: Could it be Tuesday, your Honor? Perhaps late in the afternoon, given my schedule.

THE COURT: So that will be the 8th. Then you're here, the day before you're here. I'm actually going to put it on for the 11th because we have that hearing. So get this to me by the 11th. The meeting is stayed based on the fact, it appears to me, at this point, that they are not able to call such a meeting, but I'm asking for additional briefing to suggest otherwise that you, that the current Operating Agreement does in fact allow two of the three members of the board to call such a meeting or what the correct alternative is. Okay. That's it.

Thank you so much.

MS. MEDEIROS: Your Honor, just to be clear,

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the May 8th meeting that was re-noticed is stayed.

THE COURT: Yes. I will issue an order that says that it is stayed. I have one half of the group that called it in the courtroom, who I'm quite sure is not going to violate a court order.

MS. MEDEIROS: What time do we need to get you the brief by on the 11th?

THE COURT: By 12 noon.

Thank you very much.

* * * *

C E R T I F I C A T I O N

It is hereby certified that the foregoing is a true and accurate transcript of the original stenographic minutes taken of this proceeding. The copying of this transcript is prohibited.

****SIGNATURE IS WRITTEN IN BLUE INK****

STEFANIE JOHNSON
Senior Court Reporter

Stefanie Johnson - Senior Court Reporter