

**NEW YORK STATE SUPREME COURT
COUNTY OF NEW YORK**

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DEBORAH ADLER, as the Administratrix of the :
Estate of Sol Adler, :
 : Index No.:
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Plaintiff, :
 :
 :
-against- : **COMPLAINT**
 :
THE 92nd STREET YOUNG MEN’S AND : **JURY TRIAL DEMANDED**
YOUNG WOMEN’S HEBREW :
ASSOCIATION, :
 :
 :
Defendant. :
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Plaintiff Deborah Adler, as the Administratrix of the Estate of Sol Adler (“Plaintiff”), by and through undersigned counsel, Wigdor LLP, as and for her Complaint in this action against Defendant The 92nd Street Young Men’s and Young Women’s Hebrew Association (“92Y” or “Defendant”), hereby states and alleges as follows:

PRELIMINARY STATEMENT

1. On Friday July 19, 2013, Mrs. Deborah Adler, the wife of the late Sol Adler, received a telephone call from 92Y Deputy Executive Director Henry Timms and 92Y Board member Fred Poses. During the call, Mr. Poses informed Mrs. Adler that Mr. Adler would no longer be permitted to work for the 92Y. Mr. Poses told Mrs. Adler that Mr. Adler had two choices: resign or be fired. Mrs. Adler responded that Mr. Adler was unavailable at the moment because he had been hospitalized for the treatment of a disability: depression. Mr. Poses responded in the most heinous way possible:

“Well, in that case he is fired.”

2. Sol Adler, the hard-working and dedicated former Executive Director of the 92Y, dedicated nearly 40 years of his life to building the 92Y into what it is today – a world-class

cultural and community center whose programs and lectures are viewed and attended by persons from across the globe. Mr. Adler rose through the ranks of the 92Y, and ultimately spent 25 years as its Executive Director. During his tenure as Executive Director, the 92Y experienced significant and unprecedented growth. The 92Y considerably increased the number of programs and events offered, developed relationships with various technology companies in order to nationalize its presence, and instituted a fellowship program and international outreach programs that have given the 92Y international recognition among cultural institutions.

3. Unfortunately, despite all he had done for the 92Y, it turned its back on Mr. Adler immediately upon learning the he had been diagnosed with depression. Within months of being informed of this diagnosis, and just days after learning that the media was asking questions about it, the 92Y callously fired him in blatant breach of his employment agreement (the “Employment Agreement”), which permitted termination only “for cause” and only after a 30-day notice and cure period. The 92Y’s unlawful and heartless decision served only to exacerbate Mr. Adler’s depression, which led to multiple suicide attempts. Sadly, as a result of losing connection with the institution that Mr. Adler spent most of his life building, Mr. Adler took his own life on May 9, 2014, leaving behind his wife and three children, Ron, Louis and Matthew.

NATURE OF THE CLAIMS

4. Plaintiff brings this action for damages arising out of Defendant’s: (i) breach of the Plaintiff’s Employment Agreement; and (ii) unlawful employment practices, including discrimination committed against Plaintiff on the basis of his disability in violation of the New York Executive Law §§ 290 *et seq.* (“NYSHRL”) and the Administrative Code of the City of New York §§ 8-101 *et seq.* (“NYCHRL”).

ADMINISTRATIVE PROCEDURES

5. Plaintiff also will be filing a charge of discrimination with the Equal Employment Opportunity Commission (“EEOC”) with regard to Defendant’s violations of the Americans With Disabilities Act.

6. Following commencement of this action, a copy of this Complaint will be served both on the New York City Commission on Human Rights and the Office of the Corporation Counsel of the City of New York, thereby satisfying the notice requirements of the New York City Administrative Code.

7. Any and all other prerequisites to the filing of this suit have been met.

PARTIES

8. Plaintiff Deborah Adler, a resident of Brooklyn, New York, is the Administratrix of the Estate of Sol Adler, her late husband. Sol Adler, who, at the time of his death, also lived in Brooklyn, New York, was an employee of the 92Y from 1977 through July 19, 2013. Mr. Adler passed away on May 9, 2014.

9. Defendant The 92nd Street Young Men’s and Young Women’s Hebrew Association describes itself as a “world-class cultural and community center” with its principal place of business in New York, New York. At all relevant times, the 92Y met the definition of an “employer” of Sol Adler under all applicable statutes.

VENUE

10. Venue is proper in this county pursuant to CPLR § 503 in that all parties reside in New York County and a substantial part of the events or omissions giving rise to this action occurred in this New York County.

FACTUAL ALLEGATIONS

I. Mr. Adler's Employment With The 92Y

11. Mr. Sol Adler began his employment with the 92Y in 1977, nearly 40 years ago. He was hired at that time as a Controller.

12. Mr. Adler was subsequently promoted to the position of Assistant Executive Director and, for a period of time thereafter, held the position of Acting Executive Director.

13. In 1988, Mr. Adler was named Executive Director of the 92Y. He held that position for 25 years until the 92Y terminated his employment on account of Mr. Adler's disability and in breach of his Employment Agreement.

14. Mr. Adler's tenure as Executive Director of the 92Y was a tremendous success marked by a myriad of significant accomplishments.

15. By way of example only, Mr. Adler oversaw and facilitated an approximate tripling of the 92Y's budget.

16. Mr. Adler also greatly increased the 92Y's visibility and helped transition the organization into the 21st century by, among other things, partnering with technology companies to bring the 92Y's content to viewers and listeners around the country. Mr. Adler also launched the 92Y's internet presence, including streaming videos of concerts and lectures hosted by the 92Y.

17. During his tenure, Mr. Adler more than doubled the number of programs offered by the 92Y.

18. One such program Mr. Adler helped develop was an annual fellowship program sponsored by Ford Motor Company. The fellowship program has resulted in more than 200

leaders of non-governmental organizations from more than 50 different countries coming to the 92Y for training in the management of nonprofit organizations.

19. Mr. Adler also initiated a diplomatic outreach program that has established relationships with more than 100 countries.

20. Mr. Adler's fundraising efforts led to the 92Y raising approximately \$80,000,000 during his tenure as Executive Director.

21. As a result of his accomplishments, Mr. Adler received numerous awards and positive recognition, including being named to Crain's list of "40 Under 40."

22. Simply put, Mr. Adler's performance as Executive Director was outstanding.

II. Mr. Adler's Employment Agreement

23. On December 22, 2011, Mr. Adler and the 92Y entered into the Employment Agreement, which provides for Mr. Adler's employment through, at a minimum, September 30, 2015.

24. The Employment Agreement provides for various benefits to Mr. Adler in consideration of his work, including, but not limited to, a salary, compensation to obtain pension and retirement benefits, participation in employee benefit plans and expense reimbursement.

25. The Employment Agreement also contains a "for cause" provision. Pursuant to the Employment Agreement, "for cause" is defined, in relevant part, as:

Termination [of Mr. Adler] by action of the Board because of (A) Executive's continued willful and material breach of, or Executive's willful misconduct in regard to, his obligations under this Agreement after being provided written notice (containing specificity regarding the alleged breach or misconduct) and a 30-day period to cure, [or] (B) Executive's dishonesty, fraud or other gross misconduct in the performance of Executive's duties hereunder, after being provided written notice (containing specificity regarding the alleged for Cause behavior) and a 30-day period to clarify errors or cure.

26. The Employment Agreement also contains a provision concerning a termination with Mr. Adler without cause:

The Term and Executive's employment hereunder may be terminated by 92Y without Cause at any time for any reason upon thirty (30) days prior written notice. If 92Y terminates Executive's employment prior to [September 30, 2015] without Cause, Executive shall receive as a severance benefit payment of Executive's Base Salary, Employee Benefits, the Reimbursement Amount and Pension and Retirement Benefits through the Expiration Date, as well as Executive's Post-Employment Benefits [all as defined in the Employment Agreement]

III. Mr. Adler's Disability and Discriminatory Termination

27. Mr. Adler suffered from depression for a number of years.

28. In or around March 2013, Mr. Adler began taking small amounts of time off as a result of his depression.

29. In or around May 2013, Mr. Adler informed the members of the 92Y's Board that he had been diagnosed with depression.

30. In mid-June 2013, Mr. Adler went on a disability leave in connection with his depression. In early to mid-July, Mr. Adler was hospitalized due to his depression.

31. On July 16, 2013, Mrs. Adler received a telephone call from the New York Daily News. The Daily News inquired about Mr. Adler's health and hospitalization. Mrs. Adler then called the President of the 92Y's Board, Stuart Ellman. On the call, Mrs. Adler sought direction as to how she and the 92Y should deal with Mr. Adler's depression and hospitalization. Mrs. Adler suggested that the 92Y be open about Mr. Adler's disability, and use the situation as an opportunity to teach others about depression. Specifically, she said that the 92Y could make Mr. Adler the "poster child" for depression. Mr. Ellman responded by saying that he would have to call the 92Y's public relations firm for advice, and directed Ms. Adler not to reveal Mr. Adler's

disability to the news media. Mr. Ellman also stated that the 92Y was going to protect Mr. Adler by ensuring that news of his personal relationship with Catherine Marto, another 92Y employee, was not disclosed.

32. Three days later, on July 19, 2013, Mr. Adler was terminated.

33. Mr. Adler was not given any notice of his termination, in direct breach of his contract.

34. Mr. Adler also was not fired “for cause.”

35. Instead, Mr. Adler was fired because the Board learned of his depression diagnosis.

36. Mr. Adler was not paid the compensation and benefits he was entitled to upon his “not for cause” termination.

37. Specifically, Mr. Adler was not paid the following contractually guaranteed benefits:

- Mr. Adler’s base salary from July 19, 2013 through September 30, 2015, totaling approximately \$790,000;
- \$75,000 per year through September 30, 2015 for the “Reimbursement Amount,” for a total of approximately \$165,000;
- \$105,000 per year through September 30, 2015 for “Pension and Retirement Benefits,” for a total of approximately \$230,000; and
- “Post-Employment Benefits” in the amount of approximately \$1,700,000.

38. Thus, the 92Y failed to pay Mr. Adler approximately \$2,885,000 in compensation that he was owed upon the termination of his employment, which was without notice and not for cause.

39. The 92Y also failed to provide Mr. Adler and his family with other contractually guaranteed benefits in breach of the Employment Agreement, including, but not limited to, Flex Spending benefits and Tuition Assistance benefits, all of which are being sought in this action.

IV. 92Ys Post-Hoc Attempts To Assert That Mr. Adler's Termination Was "For Cause"

Mr. Adler's Relationship with Catherine Marto

40. On July 19, 2013, the day Mr. Adler was terminated without notice, an email was sent to the staff of the 92Y. The email stated, *inter alia*, that "the Board decided that it would relieve Mr. Adler of his responsibilities" because he was "engaged in a long term personal relationship" with Ms. Marto, who was the 92Y's liaison to the Board and donor relations.

41. On the same day, Mrs. Adler received a call from Henry Timms (Mr. Adler's eventual successor) and Fred Poses, a member of the 92Y's Board.

42. Mr. Poses informed Mrs. Adler that Mr. Adler would no longer be working for the 92Y. Mr. Poses stated that Mr. Adler could either resign or be fired.

43. Mrs. Adler responded that Mr. Adler was unavailable because he was in the hospital for treatment of his depression.

44. Mr. Poses responded by stating: "Well, in that case he is fired."

45. Mr. Poses followed up by stating that the 92Y would publicize Mr. Adler's relationship with Ms. Marto in the media, and that the 92Y would leak the story to the media on that day, which was a Friday, because "Saturdays are slow news days." This was in direct contradiction to the 92Y's earlier promises to maintain the confidentiality of Mr. Adler's relationship with Ms. Marto.

46. On the same day, Mr. Adler's counsel received a telephone call from Mark Lerner, who informed Mr. Adler's counsel that Mr. Adler was going to be fired. Mr. Adler's

counsel asked Mr. Lerner if he had even read the Employment Agreement, as it required a 30-day notice and cure period. Mr. Lerner stated that he had not read the Employment Agreement.

47. On July 23, 2013, after Mr. Adler had already been summarily terminated Kasowitz, Benson, Torres & Friedman LLP (“Kasowitz”) sent a letter to Mr. Adler on behalf of the 92Y. The letter states that Mr. Adler has been fired, purportedly “for cause.” The letter goes on to list a number of different purported “for cause” justifications for Mr. Adler’s termination. However, in direct breach of the Employment Agreement, the letter did not afford Mr. Adler an opportunity to cure any of the supposed “for cause” justifications.

48. Many of the reasons contained in the letter concern Mr. Adler’s relationship with Ms. Marto. For instance, the letter states that Mr. Adler engaged in an extramarital relationship with Ms. Marto, a subordinate, without informing the Board. The letter also states that Mr. Adler participated in hiring Ms. Marto, and alleges that he was engaged in a personal relationship with her at that time.

49. To begin, it is false that Mr. Adler was engaged in any personal relationship with Ms. Marto at the time she was hired. Moreover, Ms. Marto’s hiring and all personnel decisions involving her were approved by the Board.

50. Second, while Mr. Adler did engage in a personal relationship with Ms. Marto for a time, the relationship ended before Mr. Adler’s termination. Therefore, to the extent the relationship could even constitute “cause” for termination (and it cannot), Mr. Adler had “cured” this issue before his termination.

51. In any event, the July 23, 2013 Kasowitz letter identified no 92Y policy that forbids personal relationships between employees or that requires the disclosure of any such relationship to the Board. Upon information and belief, no such policies exist. Therefore, Mr.

Adler's relationship with Ms. Marto was not only cured, but also did not constitute "dishonesty, fraud or other gross misconduct" in the first instance.

The Third Avenue Apartment

52. In addition to the relationship with Ms. Marto, the July 23, 2013 Kasowitz letter cited a number of newly minted purported "causes" for Mr. Adler's termination. None of these supposed causes were contained in the communication to the 92Y staff, demonstrating that they constitute nothing more than a post-hoc attempt to justify a termination without cause.

53. One of these additional purported causes relates to an apartment that is owned by Jane Goldman, a member of the 92Y's Board (the "Third Avenue Apartment"). During Ms. Marto's employment with the 92Y, there came a time when her commute was simply too onerous for her to keep the hours she was working. Therefore, she utilized the Third Avenue Apartment from Ms. Goldman. Some or all of the rent for the Third Avenue Apartment was paid for by the 92Y. While Ms. Marto often used the apartment, many other employees of the 92Y used it as well. In fact, the apartment was open to any employee of the 92Y who needed to stay in New York City due to work obligations.

54. The 92Y's Board approved Ms. Marto's use of the apartment, as well as the apartment's purpose.

55. Nevertheless, in an obviously pretextual attempt to justify the termination decision, the July 23, 2014 Kasowitz letter faults Mr. Adler for authorizing the 92Y to reimburse costs and expenses relating to the apartment. This is absurd, as the Board was always fully aware and fully approved all actions taken in connection with the apartment which, again, was actually owned by a Board member.

Salvatore Taddeo

56. Another of the post-hoc and pretextual reasons for Mr. Adler's termination presented in the July 23, 2013 Kasowitz letter concerns a former 92Y employee, Salvatore Taddeo.

57. Approximately 13 years ago, prior to Mr. Adler engaging in a personal relationship with Ms. Marto, the 92Y hired her soon-to-be son-in-law, Salvatore Taddeo.

58. At the time of Mr. Taddeo's hiring, the 92Y had been informed and knew that he had been convicted of a felony. Mr. Adler was not involved in the actual hiring process, which was handled by Human Resources. Mr. Taddeo was later promoted by Greg Brooks, the 92Y's then-Chief Financial Officer. Mr. Adler played no role in this promotion. Mr. Adler did not supervise Mr. Taddeo and played no role in assigning or monitoring Mr. Taddeo.

59. In January 2013, Mr. Adler became suspicious that Mr. Taddeo might be engaged in certain wrongdoing with regard to the 92Y's vendors. Thus, Mr. Adler brought his suspicions to the attention of Eric Lange, the 92Y's Head of Human Resources, as well as Jim Ohara, who had just been named the 92Y's new Chief Financial Officer. Mr. Adler also brought his concerns to Marc Kasowitz, of Kasowitz.

60. This prompted an investigation, which was conducted by Kasowitz.

61. The investigation revealed that Mr. Taddeo may have been involved in kickback schemes with vendors whereby he would require vendors to perform work for him personally to ensure that the 92Y continued to use these vendors. At that time, the 92Y terminated Mr. Taddeo's role, but provided him with a year's severance.

62. Thereafter, on March 28, 2013, the 92Y received an anonymous letter alleging that Mr. Taddeo was not working alone with regard to his kickback scheme. The letter named a

number of other individuals who were allegedly involved in the kickback scheme. The letter did not allege that Mr. Adler was involved, but did state that one particular vendor approached Mr. Adler about this scheme, and later was not permitted back into the 92Y's building.

63. Kasowitz was again hired by the 92Y to investigate the allegations in the anonymous letter. The investigation was carried out by Kasowitz attorney Mark Lerner. On June 7, 2013, Mr. Adler was interviewed in connection with the investigation. During the interview, he provided completely honest answers. Subsequently, Mr. Adler was told by Marc Kasowitz that everything was going to be fine, and that they knew Mr. Adler had told the truth. This statement was made to Mr. Adler at Mr. Kasowitz's birthday party, which was held at a horse farm.

64. Nevertheless, the July 23, 2013 Kasowitz letter relies on a number of false statements concerning Mr. Taddeo in a purported effort to justify Mr. Adler's termination.

65. For instance, the letter claims that Mr. Adler was in a relationship with Ms. Marto when Mr. Taddeo was hired. This is false.

66. The letter also states that Mr. Adler was the one who hired Mr. Taddeo, and that he failed to reveal that Mr. Taddeo has a criminal conviction. Both points are false.

67. Likewise, the letter states that Mr. Adler made personnel decisions with regard to Mr. Taddeo. This simply is not true.

68. The letter accused Mr. Adler of failing to monitor Mr. Taddeo closely, resulting in Mr. Taddeo's ability to carry out a kickback scheme. However, it was not Mr. Adler's responsibility to monitor Mr. Taddeo.

69. Finally, the letter states that Mr. Adler failed to investigate indications that Mr. Taddeo was corrupt. This is also false, as it was Mr. Adler who initiated the investigation of Mr. Taddeo in the first place.

Use of Vendors

70. The July 23, 2013 Kasowitz letter also accuses Mr. Adler of using vendors that performed work for the 92Y to perform work on his personal home without the knowledge of the Board.

71. First, 92Y has identified no policy that this would violate, and it certainly does not constitute “dishonesty, fraud or other gross misconduct.”

72. Second, Mr. Adler informed the Board of any work that a 92Y vendor performed for him personally.

73. Third, Mr. Adler had no control over which vendors actually performed work for the 92Y because all vendors were selected through a bidding system and approved by the Board.

August 23, 2013 Kasowitz Letter

74. After receiving the July 23, 2013 Kasowitz letter, Mr. Adler hired counsel. Mr. Adler’s counsel put the 92Y on notice that it had breached the Employment Agreement by terminating Mr. Adler’s employment, purportedly for cause, without complying with the 30-day notice and cure provision. The letter also corrected the numerous false statements in the July 23, 2013 Kasowitz letter, and explained that the purported “for cause” termination reasons did not, in fact, constitute cause.

75. In response, Kasowitz sent a second letter on August 23, 2013. This second letter presented brand new purported reasons for Mr. Adler’s termination.

76. First, the letter states that Mr. Adler lied during his interview with Mark Lerner. This is untrue, and even Marc Kasowitz told Mr. Adler that the Kasowitz firm was aware he had not lied.

77. The letter then proceeds to present completely false allegations concerning Mr. Adler's falsely alleged knowledge and/or involvement in Mr. Taddeo's kickback scheme. Many of these allegations were actually investigated prior to Mr. Adler's termination by Adam Hammerman, the 92Y's Director of Security, and Greg Brooks, the Chief Financial Officer, and found to be without merit.

V. Post-Termination Events and Mr. Adler's Subsequent Suicide

78. As a result of Mr. Adler's termination, his depression worsened. In the nine months following the termination, Mr. Adler attempted to commit suicide on multiple occasions. Prior to his termination, he had never attempted to commit suicide.

79. As Mr. Adler became more depressed, he also became more reclusive. He began spending more and more time inside, hardly leaving the house and spending as many as 18 hours per day in bed.

80. Mr. Adler also was ostracized from all of his former friends, as the employees of the 92Y were directed not to speak with him.

81. On or around August 23, 2013, Mr. Adler attempted to commit suicide by cutting his wrists. This occurred very shortly after Mr. Adler read the false allegations contained in the August 23, 2013 letter, which greatly upset him.

82. In March 2014, Mr. Adler once again attempted to commit suicide, this time by cutting his own throat.

83. On May 9, 2014, after nearly a year of worsening depression resulting from his termination, Mr. Adler successfully committed suicide by hanging himself in his home.

FIRST CLAIM FOR RELIEF
(Disability Discrimination in Violation of the NYSHRL)

84. Plaintiff hereby repeats and re-alleges each and every allegation in the above paragraphs, inclusive, as if fully set forth herein.

85. Defendant has discriminated against Mr. Adler on the basis of his disability and/or perceived disability in violation of the NYSHRL by denying him the same terms and conditions available to employees not within his protected class, including, but not limited to, by terminating his employment.

86. As a direct and proximate result of Defendant's unlawful discriminatory conduct in violation of the NYSHRL, Mr. Adler suffered monetary and/or economic harm, for which his estate is entitled to an award of monetary damages and other relief.

87. As a direct and proximate result of Defendant's unlawful discriminatory conduct in violation of the NYSHRL, Mr. Adler suffered severe mental anguish and emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, emotional pain and suffering, leading to his suicide, for which his estate is entitled to an award of monetary damages and other relief.

SECOND CLAIM FOR RELIEF
(Disability Discrimination in Violation of the NYCHRL)

88. Plaintiff hereby repeats and re-alleges each and every allegation in the above paragraphs, inclusive, as if fully set forth herein.

89. Defendant has discriminated against Mr. Adler on the basis of his disability and/or perceived disability in violation of the NYCHRL by denying him the same terms and

conditions available to employees not within his protected class, including, but not limited to, by terminating his employment.

90. As a direct and proximate result of Defendant's unlawful discriminatory conduct in violation of the NYCHRL, Mr. Adler suffered monetary and/or economic harm, for which his estate is entitled to an award of monetary damages and other relief.

91. As a direct and proximate result of Defendant's unlawful discriminatory conduct in violation of the NYCHRL, Mr. Adler suffered severe mental anguish and emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, emotional pain and suffering, leading to his suicide, for which his estate is entitled to an award of monetary damages and other relief.

92. Defendant's unlawful and discriminatory conduct constitutes a knowing, malicious, willful and wanton violation of the NYCHRL for which Plaintiff is entitled to an award of punitive damages.

THIRD CLAIM FOR RELIEF
(Breach of Contract)

93. Plaintiff hereby repeats and re-alleges each and every allegation in the above paragraphs, inclusive, as if fully set forth herein.

94. As specified above, Mr. Adler and Defendant entered into a written, valid and enforceable employment agreement, *i.e.* the Employment Agreement.

95. Defendant breached the Employment Agreement by terminating Mr. Adler without cause and without notice, as well as by not providing Mr. Adler time to cure any purported "for cause" termination justifications.

96. As a result of Defendant's breach of the Employment Agreement, Mr. Adler suffered substantial monetary damages.

97. Accordingly, Mr. Adler's estate is entitled to recovery against Defendant in an amount to be determined at trial and/or equitable relief.

PRAYER FOR RELIEF

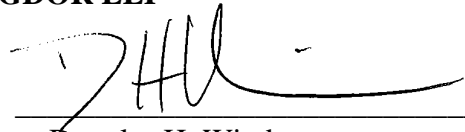
WHEREFORE, Plaintiff prays that the Court enter judgment in her favor and against Defendant, containing the following relief:

- A. A declaratory judgment that the actions, conduct and practices of Defendant complained of herein violate the laws of the State and City of New York;
- B. An award of damages in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for all monetary and/or economic damages;
- C. An award of damages to be determined at trial, plus prejudgment interest, to compensate Plaintiff for harm to Mr. Adler's professional and personal reputations and loss of career fulfillment;
- D. An award of damages in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for all non-monetary and/or compensatory damages, including, but not limited to, compensation for Mr. Adler's mental anguish and emotional distress, humiliation, embarrassment, stress and anxiety, loss of self-esteem, self-confidence and personal dignity, and emotional pain and suffering and any other physical and mental injuries;
- E. An award of punitive damages;
- F. An award of costs that Plaintiff has incurred in this action, as well as Plaintiff's reasonable attorneys' fees to the fullest extent permitted by law; and

G. Such other and further relief as the Court may deem just and proper.

Dated: September 23, 2014
New York, New York

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