

IN BRIEF

New York Judge Upholds Transgender Athlete Ban On Long Island

A New York judge on Monday upheld a Long Island county's law banning transgender women from playing on female sports teams at county-run parks and recreational facilities.

In a decision in a suit brought by a roller derby league, Judge R. Bruce Cozzens wrote that Nassau County's ban is designed "to protect women and girls" and that transgender athletes can still play in coed sports leagues at the county's facilities.

"The Court agrees that this Local Law is narrowly tailored to achieve the objectives and does not categorically exclude transgender individuals from athletic participation," he wrote. "The law regulates access to women and girls categories in the County run facilities for organized athletic events."

Cozzens had previously denied a request to temporarily pause the enforcement of the ban while a lawsuit played out.

The roller derby league, the Long Island Roller Rebels, had sued over the law, arguing it violated state anti-discrimination laws. The New York Civil Liberties Union, which filed the lawsuit on the league's behalf, released a statement saying it would challenge Monday's decision.

"Today's decision sends a chilling message that trans people don't belong in Nassau County, but the fight doesn't end here," said Gabriella Larios, staff attorney at the NYCLU, adding, "We are confident that New York courts will ultimately see the ban for what it is—unlawful and discriminatory."

Nassau County Executive Bruce Blakeman, a Republican, had first imposed a ban through an executive order last year but it was struck down after a lawsuit from the roller derby league and the NYCLU. The county's Republican-controlled Legislature then passed a law containing the ban, setting off the latest round of litigation.

In a statement Monday, Blakeman said, "We are grateful that the court found our legislation to be valid and legal."

—Associated Press

Seyfarth Adds Structured Finance Co-Chair With Group From Arnold & Porter

Seyfarth Shaw has added three attorneys in New York, including Arnold & Porter Kaye Scholer's structured finance and derivatives chair, Henry Morriello.

Morriello will now co-chair Seyfarth's own structured finance practice, the firm said this week. The team from Arnold & Porter also includes senior counsel Karsten Giesecke and counsel Michael Karol.

Andrew Lucano, Seyfarth's corporate chair, said in an



Henry Morriello

interview that Morriello and his team have already hit the ground running since officially joining the firm on Oct. 1.

According to Lucano, Seyfarth's main strategic goal at the moment is to bring in talent like Morriello, Giesecke and Karol.

"One of our biggest strategic priorities in the corporate department has been really to deepen and broaden our transactional capabilities across key markets," Lucano said. "To be able to bring a team of lawyers like Henry, Karsten and Michael that have such an incredible track record in their industry, in the structured finance space, it really just aligns with our vision."

Lucano added that the firm is actively looking for more laterals in the transactional space and noted the recent addition of 22 attorneys from Morris, Manning & Martin across multiple practice areas as an example of the kind of growth Seyfarth is after.

In an interview, Morriello said that the growth vision he saw at Seyfarth was what drew him and his team to the firm, as well as his existing relationship with his new co-chair, Paul Kruger.

"We had worked across the table from each other for many years on dif-

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Can I Settle? A Data Breach Class Action Case Study »3

Defunct Spanish Energy Giant Faces New Shareholder Complaint

BY ALYSSA AQUINO

THE U.S. Court of Appeals for the Second Circuit revived an investor suit against a defunct Spanish green energy firm, Abengoa S.A., in a decision faulting a federal court for disregarding information from a foreign criminal proceeding.

Writing for a unanimous panel, Circuit Judge Richard Sullivan said that a federal judge should have allowed the suing investors—represented by Robbins, Geller, Rudman & Dowd and Levi & Korsinsky—to use the fraud allegations from

a Spanish criminal probe in their complaint alleging that Abengoa misled buyers of American Depository Shares on potentially fraudulent accounting practices.

The Clark, Smith, Villazor and DLA Piper attorneys defending Abengoa had argued that investors couldn't plead facts based on allegations from another complaint. But the circuit found that to be a misinterpretation of its precedent.

"For the avoidance of all doubt, we hold that a complaint may rely on factual allegations or reports incorporated in complaints from other proceedings, sub-

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Abengoa Solar was owner of the largest solar power plant in Europe, located in the municipality of Sanlúcar la Mayor (Seville), Spain.

'Increasingly Small Group': Mega M&A Continues To Consolidate at the Top in Big Law

BY PATRICK SMITH

THE LATEST third-quarter league tables highlight increasing market share consolidation among law firms fighting for the largest M&A deals. It's part of a trend of deal market consolidation for law firms that saw a spike in 2024, and it has continued through this year.

Among a ranking of 25 law firms based on announced deal value by principal adviser, the top 10 firms owned a total of 95.4% of the market for M&A deals in the first three quarters of 2025, according to the London Stock Exchange Group league tables.

LSEG had Wachtell, Lipton, Rosen & Katz as holding the highest market share in the first nine months of 2025 for total principal deal value, with a whopping 15.1% of the market. Latham & Watkins is just behind at 14.9%. Other firms rounding out the top five

include Kirkland & Ellis; Skadden, Arps, Slate, Meagher & Flom; and Freshfields.

Even as a principal adviser, multiple firms can claim credit on a deal. This leads to a scenario where the total market share of the top firms exceeds 100%, or in the case of the top 25 firms in 2025, 153%.

The figures still indicate a trend of overall market share consolidation among the top firms. The top 10 firms in the first three quarters of the year had more than 60% of all top 25 firms' market share for principal deal value.

That was a similar percentage to the same period in 2024, when the top 10 firms' portion of total market share was more than 60%.

In contrast, in 2022 and 2023, the portion of the top 10 firms' market share in the top 25 was below 56%.

The consolidating deal market is playing out at a time when deal volume is down, but the number

NY Firearms Dealer Files Federal Counterclaim to AG's Lawsuit Over 'Lax' Security

BY BRIAN LEE

A NORTH Country firearms dealer has filed a federal lawsuit alleging New York Attorney General Letitia James lacked the authority to prosecute him for his alleged lax security, and also accuses her of libel.

The allegations came as a counter to James' state claim in July alleging the dealer violated a 2022 law that cracked down on unlawful sales of firearms to individuals with criminal records, and had also beefed up security standards for licensed gun dealers.

The lawsuit was filed Monday in the U.S. District Court for the Northern District of New York by good-government attorney Paloma Capanna, on behalf of Bowman's Gun Shop and its owner Timothy Bowman of St. Lawrence County.

James and the state police superintendent are named defendants in their individual and official capacities.

The lawsuit points to alleged procedural mishaps that it says occurred after Gov. Kathy Hochul signed the bill into law in June 2022, legislation which delegated design



NY AG James had sued Bowman for failing to upgrade his security after two burglaries, where in September 2019 thieves entered through an unlocked exterior door.

and promulgation of regulations to the state police superintendent.

The action further states the superintendent had 180 days from Hochul's signing to publish publishing the regulations, along with the standards for firearms dealers to install security-alarm systems, and minimum requirements for maintaining records of mandatory employee training.

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Deal Watch: Will M&A Momentum Dampen Amid Government Shutdown?

BY PATRICK SMITH

BIG LAW dealmakers landed on several announced mega transactions in the last week, including the massive equity-for-sales deal between AMD and OpenAI, as well as four deals valued at more than \$8 billion. Among those announced deals, there were three in the \$10 billion range and one north of \$50 billion.

Law firms such as Wachtell, Lipton, Rosen & Katz; Kirkland & Ellis; and Sullivan & Cromwell landed on some of the largest deals.

Overall, in the past week, there were at least 12 announced deals over \$1 billion, as well as eight new SPACS, one new SPAC merger, three new IPOs and 11 debt offerings over \$500 million.

Whether this deal surge will maintain its momentum through year-end may depend on the length and severity of the U.S. federal government shutdown.

Parties to big mergers can depend on multiple U.S. regulatory offices to function in order to clear their transactions.

According to an informational page created by Debevoise & Plimpton, the Federal Trade Commission will continue to handle pre-merger notification Hart-Scott-Rodino filings (HSR) and will "have staff on duty to accept new filings and to process those filings, but will not respond to questions or requests for information or advice from outside parties."

The FTC will suspend non-merger investigations during the duration of the shutdown, "except as necessary to prevent statutes of limitations from pre-

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DECISIONS OF INTEREST

First Department

CIVIL PROCEDURE: Motion to renew vacate order partially granted. *Arnett v. Algin Mgt. Co LLC, Supreme Court, New York.*

REAL ESTATE: Summary judgment for default granted in foreclosure action. *Wells Fargo Bank, N.A. v. Walsam 36 Del. LLC, Supreme Court, New York.*

CRIMINAL LAW: Dismissal of criminal case denied by court. *People v. Harris, Criminal Court, New York.*

Second Department

PERSONAL INJURY: Defect not apparent; summary judgment denied. *Downes v. New York City Hous. Auth., Supreme Court, Kings.*

PERSONAL INJURY: Motion to serve through insurance company denied; Extension Provided. *Marajh v. O21 Corp, Supreme Court, Kings.*

FAMILY LAW: Court gives full custody of child to mother. *K.E. v. A.E., Family Court, Kings.*

U.S. Courts

SECURITIES LITIGATION: Questions exist over when diligent investor

would have discovered statements were false. *Cypress Holdings III LP v. Sport-BLX Inc., SDNY.*

SECURITIES LITIGATION: Jury to decide whether defendants acted in tandem in violation of short-swing trading bar. *Augenbaum v. Anson Inv. Master Fund LP, SDNY.*

CONSUMER PROTECTION: Home-owners who fail to allege a concrete injury lack standing to bring FCRA claim. *Vazquez v. Selene Fin. LP, EDNY.*

MOTOR VEHICLE TORTS: Issue of fact exists on whether defendant ingested xanax before deadly car crash. *Spiezio v. Martinez, NDNY.*

EMPLOYMENT LITIGATION: Discrimination claim fails to negate knowing, voluntary execution of separation agreement. *New v. M&T Bank Corp. WDNY.*

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FULL-TEXT DECISIONS, nyjl.com

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BY JIMMY HOOVER

THE U.S. Supreme Court's conservative majority on Tuesday seemed deeply skeptical of the constitutionality of Colorado's ban on the practice of "conversion therapy" on gay and transgender minors.

The court heard arguments in the case *Chiles v. Salazar*, in which Kaley Chiles, a licensed Christian mental health counselor in Colorado, has argued that the state's ban on conversion therapy counseling violates her right to free speech.

"The First Amendment doesn't permit Colorado's censorship," said James Campbell, a lawyer for Chiles from the Christian advocacy group Alliance Defending Freedom.



Kaley Chiles

"Ms. Chiles is being silenced."

Several conservative justices appeared sympathetic to her position.

Justice Samuel Alito Jr. said the

law "looks like blatant viewpoint discrimination."

The three liberal Democratic appointees, meanwhile, offered mostly mild pushback against Chiles' position, often seeking to steer the conversation to a threshold procedural question.

The case is the court's latest brush with issues affecting trans youth. Last term, the court upheld a Tennessee law banning gender-affirming care for trans minors in a 6-3 decision with the liberals in dissent.

Now, the court appears prepared to either strike down, or at least call into grave doubt, laws in Democratic-led states banning the practice of conversion therapy.

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'Terrible Problem': If Government Shutdown Persists, Federal Court Inaction Becomes a Risk

BY SULAIMAN ABDUR-RAHMAN

FEDERAL courts have a diminished capacity to weather a lengthy government shutdown in 2025 compared with the historic 35-day shutdown of 2018–19, according to judicial observers who warn of dire potential consequences facing civil litigants and criminal public defenders.

Brookings Institution research shows Congress has deprioritized funding for the federal judicial branch since the terrorist attacks of Sept. 11, 2001, and the Administrative Office of the U.S. Courts has particularly complained of inadequate funding in recent years.

Following the Oct. 1 lapse of appropriations and ongoing partial government shutdown, "Courts have been able to sustain operations by relying on extra funds and fees," said Russell Wheeler, a senior

fellow in the Brookings Institution's Governance Studies program.

"Judges have to be paid constitutionally," Wheeler added. "They are going to try to keep on operating, even if it requires asking essential personnel to continue operating without funds."

Judicial branch budget expenditures as a percentage of the entire federal budget have generally decreased since peaking in 2001, suggesting the federal judiciary of today may have less resources to operate effectively during a prolonged government shutdown because of shortfalls in annual appropriations from Congress.

"In light of the ongoing federal government shutdown, the Thirteenth Biennial Bench-Bar Conference has been postponed," the U.S. District Court for the District of Maryland announced Monday about its traditional conference and reception that would have taken place Oct. 17. "A new date

for the event will be announced after the lapse in appropriations has ended."

A severe cutback in court services may occur if Congress fails to reopen the government by Oct 17, according to the federal judiciary and federal court observers.

"There have been many, many threats to judges more than ever before in our nation's history, and so we need far more funds to give protection within the courthouse, outside the courthouse, to judges individually," said former U.S. District Judge Shira Scheindlin of the Southern District of New York.

"Congress has not appropriated sufficient funds to truly protect the judiciary," Scheindlin added. "We want really good people to continue to want to be judges, and, if they don't feel safe, we'll lose the highest quality people for those positions."

Scheindlin, now of counsel at Boies Schiller Flexner, said federal

defenders or Criminal Justice Act attorneys who represent criminal defendants "may not accept assignments," and the civil docket "could grind to a halt" during a prolonged government shutdown.

"It is a really terrible problem if the federal judicial system essentially can't operate the way it needs to operate," Scheindlin said Monday in an interview. "That's a denial of justice, which is a critical part of our country's democratic history."

While the federal judiciary has some available funding from court fee balances and other funds not dependent on a new appropriation, "It's honestly anybody's guess how long they can make that money last," said Clark Neily, a senior vice president for legal studies at the Cato Institute.

Neily said he believes the most likely outcome is that President Donald Trump and members of Congress will reach a "comprehensive agreement to restore



Former U.S. District Judge **Shira Scheindlin** of the Southern District of New York noted that insufficient funding from Congress jeopardizes the safety of the judiciary, potentially discouraging qualified candidates from becoming judges.

operations" in a few weeks and that the federal judiciary might have to furlough some staff in the meantime.

In the worst-case scenario, a prolonged government shutdown could prompt federal judges to file claims in the U.S. Court of Federal Claims seeking money damages if their constitutionally protected

salaries are impacted, according to Neily. "I hope it doesn't come to that," Neily said. "Unfortunately Congress has become less interested in its constitutional [responsibilities] and more interested in just partisan squabbling."

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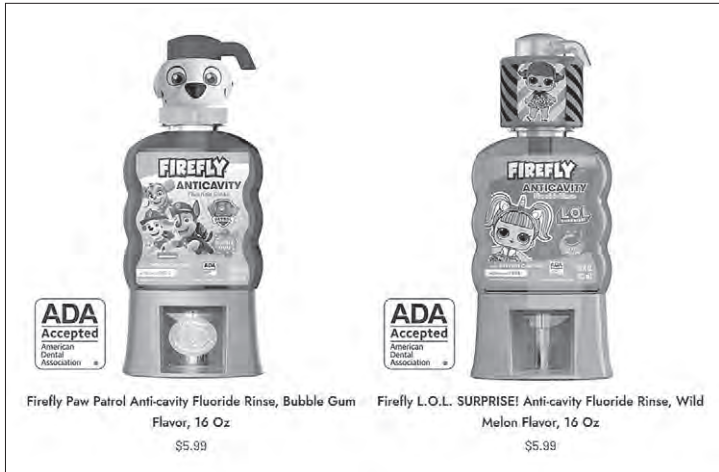
Claims Fluoride Mouthwash Packaging Improperly Targets Children Can Move Forward, Judge Rules

BY MARIANNA WHARRY

Parents who claim they were duped by cartoon-laden bottles of a fluoride mouthwash cleared their first legal challenge Thursday when an Illinois federal judge allowed their deceptive labeling claims to continue against two oral health care companies.

U.S. District Judge Lindsay C. Jenkins for the Northern District of Illinois denied Perrigo Co. and Ranir's attempt to escape a consumer fraud suit for their kids' fluoride mouthwash, sold as the Firefly Anticavity Fluoride Rinse. Health experts typically recommend fluoride rinses for children six and over, but the parents claim the Firefly mouthwash uses popular cartoon characters, kid-friendly flavors and toy-like packaging to advertise and market the product toward young children.

The plaintiffs alleged the U.S. Food and Drug Administration's warning label recommending parents consult a dentist before letting children six and younger use the mouthwash was not "prominently displayed" and was only visible



Claims about the mouthwash's packaging purposefully appealing to children are part of a trend of consumer class actions for kids' oral hygiene products.

on the back of the product. The companies claimed no reasonable consumer would be misled by Firefly's packaging and argued that the parents' state-law claims add additional labeling requirements that go beyond the scope of what the Food, Drug, and Cosmetic Act (FDCA) mandates.

Jenkins agreed to let the plaintiffs' claims continue and said the

mouthwash's packaging could lead consumers to believe the product was safe for children six and younger despite the warnings printed on the back of its packaging.

"While courts have granted motions to dismiss deceptive business practice claims based on 'unreasonable or fanciful interpretations of labels or other advertis-

ing,' the allegations here stand in contrast," Jenkins wrote. "Indeed, the FDA itself has indicated that the use of imagery that appeals to children, such as cartoons, on a product that cannot be used by children is misleading."

The parents claimed Firefly's packaging with popular cartoon characters, like Paw Patrol and Buzz Lightyear, deceives customers into thinking the product is appropriate for young children. Although the back side packaging of the mouthwash does comply with FDA-required warnings, the information is in a hard-to-read font and not entirely noticeable to consumers, the suit said.

Claims about the mouthwash's packaging purposefully appealing to children are part of a trend of consumer class actions for kids' oral hygiene products. Candy flavoring, cartoon imagery and concerns about children consuming fluoride toothpastes are among the common concerns parents in these cases cited. In one example, manufacturing giant Colgate-Palmolive faced a cluster of federal class actions filed in February. One suit claimed the strawberry-flavored

Tom's of Maine Kid's Natural Fluoride-Free Toothpaste contains unsafe levels of lead and arsenic, and the other alleged that certain toothpaste products were made with bacteria-contaminated water, as revealed in a November report by the FDA.

The defendants argued the mouthwash's packaging would not deceive a reasonable consumer and claimed the mandated FDA warnings negate any claims of misrepresenting the product to consumers. They also claimed FDCA preempts any additional labels or warnings about young children using the product, but Jenkins wasn't convinced by either argument, the opinion said.

Instead, the court cited *Bell v. Publix Super Markets Inc.*, a 2020 decision from the U.S. Court of Appeals of the Seventh Circuit, where the federal appellate panel considered a consumer protection suit determining if "100% grated Parmesan cheese" is misleading to consumers since the cheese contained additives. The Seventh Circuit later sided with the plaintiffs and held that customers "do not instinctively parse every front label or read every back label before placing groceries in their carts," the opinion said.

The defendants claimed *Bell* only applied to low-cost groceries and cannot include over-the-counter drug products like mouth-

wash. Jenkins rejected this and said the companies were expecting too much of consumers. The court also noted that the *Bell* ruling contradicts the defendants' preemption claims, and Jenkins noted the federal appellate court recognized that the legislation's preemption provision does not apply when consumers want the packaging to comply with the law, the opinion said.

"A reasonable consumer purchasing the 'low-priced, everyday item' of mouthwash—particularly mouthwash presented as a toy (and not as a serious drug)—is not likely to examine the back label to ensure that the toy-shaped, candy-flavored mouthwash depicting cartoon characters from shows popular for preschool children is indeed safe for preschool children," Jenkins said.

Elizabeth Brehm and Michael Connett, of Siri & Glimstad in New York, and Lisa R. Considine, of Nagel Rice in New Jersey, are representing the plaintiffs. Counsel did not return Law.com's request for comment.

Alex W. Karasik, Christian Palacios, Courtney Baird and Frederick R. Ball of Duane Morris are representing the defendants. Lead attorney Karasik did not return Law.com's request for comment.

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HSF Kramer Hires Former DOJ Whistleblower John Elias

BY ABIGAIL ADCOX
WASHINGTON, D.C.

HERBERT Smith Freehills Kramer, Morrison Foerster and Steptoe all announced partner hires in the last week. The partners are joining the firms' antitrust, congressional investigations, intellectual property and litigation teams.

HSF Kramer has hired John Elias, former deputy assistant attorney general of the Justice Department's Antitrust Division, as an antitrust

partner in Washington, D.C. Elias left the Justice Department in January this year after more than 18 years working in federal government, according to his LinkedIn profile.

Elias was one of three federal prosecutors who testified in front of the House Judiciary Committee as whistleblowers in 2020, alleging that former Attorney General William Barr directed improper antitrust reviews of marijuana industry mergers because of his bias towards the industry.

Elias joins HSF Kramer about four months after Herbert Smith Freehills and Kramer Levin completed their merger with one another.

The combined firm had outlined plans to add partners in the United States. Firm CEO Justin D'Agostino had pointed to New York, Washington, D.C., and Silicon Valley as areas for the firm to target.

"We are delivering on our ambitious growth strategy in the U.S., and John's arrival is testament to our deepening bench of excep-

tional talent. John strengthens our U.S. antitrust capabilities," D'Agostino said in a statement on Elias' hire.

Also in D.C., Boies Schiller Flexner has hired Geoffrey Derrick, from Kobre & Kim, as a partner focused on asset recovery litigation and the enforcement or defense of judgments and arbitration awards.

Kimberly Hamm has joined Morrison Foerster as a partner in its investigation and white collar defense group and co-chair of its



HSF Kramer hired **John Elias**, former deputy assistant attorney general of the Justice Department's Antitrust Division, as an antitrust partner in D.C.

congressional investigations group in D.C. She previously led Mayor Brown's congressional investigations practice.

D.C.-founded law firm Steptoe has announced two partner hires in Chicago and Los Angeles. The firm hired Katherine Tellez as a partner in its intellectual property group in Chicago. She joins from Burford Capital, where she was a senior vice president. The firm also hired litigator Corey Laplante as a partner in its commercial trials & litigation group in Los Angeles.

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Expert Analysis

PRIVACY

Can I Settle? A Data Breach Class Action Case Study

BY JUDITH A. ARCHER, SEAN TOPPING AND ALEXIS BRAUN,

Data breach-related class actions are a mainstay in U.S. courts and do not appear to be going away any time soon. As with civil litigation generally, most such cases settle rather than proceed to trial.

Data breach class actions settled in federal court, however, can give rise to interesting jurisdictional issues, such as whether a court can order and oversee a settlement where plaintiffs' standing has previously been challenged. Such considerations complicate an already complex legal calculus for both where plaintiffs should file and defendants must defend data breach class actions.

This article examines how procedural hurdles, like standing requirements, are shaping the trajectory of data breach class action settlements in courts across the country.

Data Breach Class Action Litigation: An Overview

In recent years a flurry of putative data breach class actions have been brought against companies that purportedly acquired, stored, and/or used Personally Identifying Information (PII) and other sensitive information impacted in a data breach. In 2024 alone, over 1,488 data breach class actions were filed, a figure that has nearly tripled since 2022. *Class Action Lausuits in Data Breaches: A 2025 Legal Compliance Guide*, Compliance Hub (Feb. 15, 2025).

Multi-District Litigations (MDLs), like those involving the MOVEit breach, which contained "more than 300 cases against vari-

ous configurations of Defendants," demonstrates the increasing complexity and scale of data breach litigation. *In Re: MOVEit Data Sec. Breach Litigat.*, MDL No. 1:23-md-03083, 2024 WL 5092276, at *2 (D. Mass. Dec. 12, 2024).

While data breach class actions may range in complexity, they typically follow a predictable pattern: a data incident occurs (often perpetrated by cybercriminals or "threat actors"); the impacted entity notifies regulators and individuals whose PII may have been exposed; individuals come forward as purported class representatives; plaintiffs' attorneys file class actions asserting claims based on common law claim, *e.g.*, negligence, unjust enrichment, breach of implied contract, and statutory claims. Where multiple class actions are filed, the cases

Yet, following hard-fought settlement negotiations, the parties must then turn to the same court to approve the settlement.

are usually either consolidated or coordinated in an MDL.

The cases then proceed through dispositive motion practice, often involving motions to dismiss for lack of subject matter jurisdiction (*i.e.*, Article III standing) and/or failure to state a claim, as well as potential motions to compel arbitration where applicable. If any claims survive, briefing and discovery re class certification and/or the merits follow.

Data Breach Class Actions Frequently Settle

Data breach class actions, however, are frequently resolved through settlements, driven by factors such as the complexity of large, dispersed plaintiff classes with relatively limited alleged damages, as well as the substantial litigation costs and risks faced by both plaintiffs' firms and defendants.

Recent, high profile data breach class action settlements include *In Re Alphabet, Inc. Securities Litigation*, No. 18-cv-06245 (N.D. Cal. filed Oct. 11, 2018), which arose from an alleged data breach that exposed Google+ users data and resulted in a \$350 million settlement with Alphabet Inc. *see also* Jonathan Stempel, *Google to pay \$350 million to settle shareholders' data privacy lawsuit*, Reuters (Feb. 6, 2024).

Such settlements generally include relief on a claims-made basis wherein participating settlement class members receive some form of direct monetary relief, often in addition to credit/fraud monitoring and data security commitments from the impacted entity.

They also must be approved and administered by the court. *See, e.g.*, Fed. Civ. R. P. 23(e) ("The claims, issues, or defenses of a certified class—or a class proposed to be certified for purposes of settlement—may be settled, voluntarily dismissed, or compromised only with the court's approval."); NY CPLR 908 ("A class action shall not be dismissed, discontinued, or compromised without the approval of the court."). While court review may seem perfunctory, it has the potential to impose significant hurdles for preliminary and/or final approval of a class settlement.

The Legacy of 'Frank v. Gaos': Jurisdictional Scrutiny Over Class Action Settlements

One such hurdle is subject matter jurisdiction, which the U.S. Supreme Court and lower courts have held should be evaluated prior to approving a class action settlement. Federal courts may lack subject matter jurisdiction where, for example, plaintiffs fail to demonstrate that they have standing pursuant to Article III of the U.S. Constitution.

The Supreme Court has made clear that courts have a duty "to assure [them]selves of litigants' standing under Article III." *See DaimlerChrysler Corp. v. Cuno*, 547 U.S. 332, 340 (2006) (quoting *Friends of the Earth, Inc. v. Laidlaw Environmental Ser-* » Page 6

TAX

Reconsidering New York's Property Tax Moratorium

Section 727 of the Real Property Tax Law bars challenges to real property tax assessments in the majority of New York State jurisdictions for three years following a successful judicial challenge or stipulated reduction, while also ostensibly preventing an assessing jurisdiction from raising an assessment for the same three-year period.

The statute was enacted in 1995 and has been a statutory and constitutional reality for commercial taxpayers for 30 years. It was controversial when passed because of due process concerns with restraining a taxpayer's right to protest the assessor's determination of value each year. It has remained a source of litigation and uncertainty ever since. There have also been myriad fact-dependent disputes over when it applies and to whom. Worst of all, the restriction fails in one of its primary objectives and tends to exacerbate the taxpayer's concerns rather than pacify.

Section 727 states, in relevant part:

...where an assessment ...is found to be unlawful, unequal, excessive or misclassified by final court order or judgment, the assessed value so determined shall not be changed for such property for the next three succeeding assessment rolls...[n]o petition for review of the assessment on such property shall be filed while the provisions of subdivision of this section are applicable to this property.

This three year restriction is commonly referred to as a freeze or moratorium. There are exceptions to the mutual bar, notably: (1) a jurisdiction-wide reassessment of all properties; (2) a change in occupancy of the subject property of 25% or more; (3) a physical change to the property; and (4) a zoning change. Physical changes to the property include both improvements and demolition, fire, etc.

The legislative bill jacket, which



By Kevin M. Clyne



And David C. Wilkes

has been cited by several courts in upholding the statute, reveals that the purpose of the law was to prevent assessing units from increasing judicially reduced assessments in subsequent years while also preventing taxpayers from perpetually challenging their assessments. While one may push back at the premise that limiting assessment appeals is in the public

The local equalization rate changes from year to year no matter how static the assessment may be, and must be applied to the assessment to derive the true market value that is the basis for property taxes.

interest, the courts in New York have determined that Section 727 does not violate a taxpayer's constitutional due process right to challenge its assessments.

Particularly, justifications for the statute have not only relied on the legislative history but also emphasize a balancing of interests that is purportedly achieved by the statute: the loss of the right to challenge one's assessment is supposedly offset by the protection afforded a taxpayer by generally prohibiting an assessor from increasing that assessment in the years following litigation. Additionally, the community avoids "perpetual" assessment appeals.

However, with some thirty years of practical experience, Section 727 seems to cause more harm than good.

KEVIN M. CLYNE and DAVID C. WILKES are partners in the Tax Certiorari Group at Cullen and Dykman.

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Off the Front

Therapy Ban

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Justice Ketanji Brown Jackson Jr., a liberal appointee of former President Joe Biden, said it was “odd” the court would reach different outcomes about the two different types of laws.

Colorado is one of at least 20 states and 100 localities to ban the practice of conversion therapy.

Colorado’s 2019 law prevents licensed counseling professionals from trying to “change an individual’s sexual orientation or gender identity,” including by conforming their “gender expressions” or by reducing their “romantic attraction” toward individuals of the same sex.

The state says the law is based on “overwhelming evidence” of the negative effects of conversion therapy on teens.

The state is being supported by the American Psychological Association, the American Psychiatric Association and other groups of mental health professionals, who agree that the studies show conversion therapy to be “ineffective and harmful, especially when used on minors.”

Appearing before the high court, Colorado Solicitor General Shannon Stevenson cited a study finding that 13- to 25-year-olds who had undergone conversion therapy were twice as likely to have attempted suicide.

Stevenson said the practice of conversion therapy has been tried for over a century with “no record of success.”

“They try and they try,” said Stevenson, referring to minors seeking to change their sexual orientation or gender identity. After inevitably failing, they experience “shame” and strained relationships with their families, she said.

But Colorado struggled Tuesday to convince the court’s conservative justices that what the state was doing was regulating the accepted standard of care for mental health treatment, rather than stifling opposing viewpoints. “Just because [licensed profes-

sionals are] engaged in conduct doesn’t mean their words aren’t protected,” Chief Justice John Roberts Jr. said.

An attorney for the Trump administration argued in support of Chiles’ challenge to the law on Tuesday, calling the statute a “categorical prior restraint” of protected speech.

Justice Neil Gorsuch, meanwhile, noted that homosexuality was considered a mental health disorder in the 1970s. Therefore, he asked Colorado’s lawyer, could a state at that time have banned mental health counseling to affirm one’s homosexuality?

Stevenson seemed to agree that a state could have done so and argued that a state enforcing a “standard of care” does not run afoul of the First Amendment.

But the court seemed skeptical that such a consensus exists against the provision of talk conversion therapy by licensed professionals—despite Colorado’s submitted evidence to that effect.

According to the Christian counselor challenging the law, the state’s evidence against conversion therapy lumps in outdated methods such as “aversion” therapy, which have sought to associate same-sex attraction with negative sensations such as vomiting or snapping rubber bands on one’s wrist.

“They treat voluntary conversations the same as shock therapy,” said Chiles’ attorney, Campbell.

Justice Amy Coney Barrett asked whether a state can “pick a side” in cases of medical uncertainty.

Alito, meanwhile, suggested that the medical community “has been politicized” and “taken over by ideology.”

Colorado, perhaps wary of legal challenges, has yet to enforce its conversion therapy ban against any licensed counselors in the six years it has been on the books.

The state contends that the statute would not even forbid the kind of counseling that Chiles said she wants to do, namely, “explor[ing]” a minor patient’s

same-sex attraction or gender dysphoria in the context of their Christian faith.

Therefore, the state has said, she is not at risk of prosecution under the law and has no standing to bring her challenge.

The conservative justices mostly waved away this “late-breaking” argument about standing, asserting that Colorado had raised it for the first time at the Supreme Court.

And Campbell repeatedly insisted that his client did in fact seek to “change” or “reduce” the same-sex attraction or trans gender identity of her minor patients.

The conservative justices appeared in broad agreement that Colorado’s law was a regulation of speech that should be subject to “strict scrutiny” under the First Amendment—the most demanding test under the Supreme Court’s case law.

States defending a law subject to strict scrutiny must show that it is narrowly tailored to advancing a compelling government interest.

Toward the end of Tuesday’s hearing, Barrett asked whether the Supreme Court should send the case back to the district court to determine whether Colorado’s law survives strict scrutiny.

She wondered if the state would welcome another chance to put forth direct evidence demonstrating the harm of the exact kind of conduct at issue in the case: conversion talk therapy.

Stevenson said the state could put forth more evidence, but resisted the idea that it would need to submit a “randomized controlled trial” about the effects of talk therapy when “not even medicine would require a study like that.”

Chiles’ lawyer argued against a new hearing in the case, saying Colorado had plenty of time to submit the requisite evidence to satisfy strict scrutiny.

The high court is expected to render its decision by the end of June in *Chiles v. Salzar*, No. 24-539

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‘Lax’ Security

« Continued from page 1

The lawsuit states the state police superintendent missed the December 2022 deadlines, which is when the law went into effect.

Because of those alleged deficits, James overstepped her authority when she filed her recent lawsuit asking a state trial court to shutter Bowman’s federally-licensed business.

For James’ office to become involved, the state police superintendent would have had to sent a written request to her—and no such request was made, the federal claim suggests.

Criminal matters are otherwise the jurisdiction of a county district attorney, Capanna added.

James had sued Bowman for failing to upgrade his security after two burglaries, where in September 2019 thieves entered through an unlocked exterior door, and in a separate incident in September 2020, through an open window.

Her claim followed a state police inspection of Bowman’s

business in October 2023 that found the gun shop didn’t comply with the 2022 law, by lacking a security plan, and failing to secure guns after business hours, among other alleged violations.

The thefts in 2019 and 2020 resulted in the burglary of 58 guns and dozens of boxes of ammunition, with some of the items trafficked to New York City, Philadelphia, and Barbados, James had said.

Bowman’s Gun Shop had an alarm system in place at the time of the second burglary, but the owner admitted it was disarmed “three quarters of the time,” including the night of that burglary, James had said.

James’ litigation seeks to stop Bowman from owning and operating a gun shop in New York and collect disgorgement and penalties.

Bowman’s lawsuit further accuses the AG of publishing a libelous press release announcing her lawsuit on July 18, by lumping Bowman with an “undesirable group of criminals associated with illegal guns.”

It says it’s become impos-

sible to search for his business’s address and phone number on Google, Safari and other popular search engines without first encountering James’ statement and the subsequent media coverage.

But James also pointed out Bowman’s prior involvement with law enforcement and the courts.

In April 2019, his license to sell pistols and permit to possess pistols were suspended by the St. Lawrence County Court for six months and one year, respectively.

It was after yet another state police investigation revealed that he admitted he knew he had received two handguns from someone who possessed them illegally. Bowman had also made false entries about those guns into his logbooks.

That investigation had also revealed Bowman failed to report a gun stolen from his business that had been recovered by the federal Bureau of Alcohol, Tobacco, Firearms, and Explosives.

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Energy Giant

« Continued from page 1

ject, of course, to the limitations of Federal Rule of Civil Procedure 11,” Sullivan wrote in a Monday order.

He further noted that the allegations used in the securities case “were detailed, independently corroborated, and the product of an independent investigation.”

“While it is true that plaintiffs ultimately may not be able to prove those allegations at a later stage of the proceedings, it is not for the district court to presume as much on a motion to dismiss,” Sullivan said.

The criminal complaint and the securities case were part of the flurry of litigation to hit the once-successful Abengoa after it filed for bankruptcy in 2015.

The criminal proceeding included statements from several confidential whistleblowers alleging widespread accounting fraud

in Abengoa that was purportedly orchestrated by director-level employees. Those statements “were not merely conclusory allegations but rather consisted of detailed observations,” Sullivan wrote.

“Upon consideration of those allegations, we are persuaded that Plaintiffs have plausibly alleged that Abengoa’s representations in the Registration Statement... were false,” he said, referring to the registration statement that Abengoa submitted as part of its 2013 U.S. initial public offering.

In so ruling, the circuit overturned an August 2022 order from U.S. District Judge Edgardo Ramos dismissing with prejudice a consolidated lawsuit that was filed in 2015. The litigation was brought by a pension fund and another investor that claimed Abengoa misrepresented its debt and financial position.

Ramos dismissed the case, finding that the plaintiffs failed to

state a claim and, alternatively, that the claims were filed outside of the one-year filing deadline.

The circuit, however, reversed Ramos on both counts. The circuit said that the filing deadline began once the “storm warnings” appeared, the signs that would have signaled to an ordinary, reasonable investor that they have been defrauded. The storm warning in this case, the circuit said, came in August 2015, when Abengoa announced a massive capital increase and asset divestiture, not in November 2014, as Ramos had ruled.

“Because the [first amended complaint] was filed within one year of that storm warning, Plaintiffs’ section 11 claims are not barred by the one-year statute of limitations,” the circuit said.

Counsel for the investors and Abengoa didn’t respond to Tuesday requests for comment.

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Judicial Ethics

Opinions From the Advisory Committee on Judicial Ethics

The Advisory Committee on Judicial Ethics responds to written inquiries from New York state’s approximately 3,600 judges and justices, as well as hundreds of judicial hearing officers, support magistrates, court attorney-referees, and judicial candidates (both judges and non-judges seeking election to judicial office). The committee interprets the Rules Governing Judicial Conduct (22 NYCRR Part 100) and, to the extent applicable, the Code of Judicial Conduct. The committee consists of 28 current and retired judges, and is co-chaired by the Honorable Debra L. Givens, an acting justice of the supreme court in Erie County, and the Honorable Lillian Wan, an associate justice of the appellate division, second department.

Opinion: 25-68

Digest: A judge may write a letter to the editor about “recent attacks by public officials against judges,” but must not respond directly to the public officials, nor comment on the specific pending or impending cases which ostensibly occasioned the officials’ inflammatory rhetoric. Among other generally applicable limitations, the judge’s letter must not detract from the dignity of judicial office and must be consistent with judicial integrity and impartiality.

Rules: 22 NYCRR 100.0(V); 100.2; 100.2(A); 100.3(B)(8); 100.4(A)(1)-(3); Opinions 25-60; 17-54.

Opinion: A judge asks whether he/she may write a letter to the editor of his/her local newspaper regarding “recent attacks by public officials against judges.” The judge wishes to call upon judges and lawyers to stand up to those officials’ inflammatory rhetoric concerning judges whose rulings they do not like. Moreover, as the officials in question accuse judges of abusing their power, the inquiring judge would also like to clarify the role of the appellate process in preventing such abuse.

A judge must always avoid even the appearance of impropriety (see 22 NYCRR 100.2) and must always act in a manner that promotes pub-

lic confidence in the judiciary’s integrity and impartiality (see 22 NYCRR 100.2[A]). A judge’s extra-judicial activities must comport with his/her office, and must not cast reasonable doubt on his/her ability to act impartially as a judge; detract from the dignity of judicial office; or interfere with judicial duties (see 22 NYCRR 100.4[A] [1]-[3]). A judge must also refrain from any public comments on a pending or reasonably foreseeable proceeding in any court within the United States or its territories, although he/she may explain “for public information the procedures of the court” (22 NYCRR 100.3[B] [8]; 100.0[V]).

In Opinion 17-54, a judge wished to “address comments made by public officials, particularly the sitting president of the United States, that [were] critical of the role of an independent judiciary” at a court-sponsored Law Day event. We said the judge “should not publicly criticize or attack a sitting public official, or comment on his/her remarks. Rather, the judge should focus on the law to avoid casting doubt on his/her ability to perform judicial functions appropriately consistent with his/her legal and ethical duties” (id.).

More recently, where a judge was concerned about federal judicial orders being ignored, we advised that “a judge may speak publicly about the importance of judicial independence and the rule of law,” and accordingly, could speak to federal legislators on this issue (see Opinion 25-60). In that same opinion, we advised that the judge may “speak to government officials, including federal legislators, to urge them to oppose proposed or enacted executive orders, policies, or legislation” designed to “rescind citizenship of naturalized citizens based on their performance of judicial duties, including their judicial decisions or other statements made in their official capacity as judges.” We noted that those “issues clearly impact the law, the legal system, and the administration of justice as well as the inquiring judge personally” (id.).

Similar interests are at issue here. While our precedents clearly

recognize that judges may speak publicly in support of judicial independence and the rule of law, they do not permit judges to respond directly or in kind to inflammatory rhetoric by public officials.

Accordingly, we conclude that the inquiring judge may write a letter to the editor, consistent with these precedents and other applicable speech limitations. The judge’s letter may support judicial independence and the rule of law, as these are core matters relating to the law, the legal system, and the administration of justice (see e.g. Opinion 25-60). It is also permissible to explain how the appellate process can work to prevent or rectify various alleged abuses or missteps by judges, subject to the public comment rule (see 22 NYCRR 100.3[B][8]). However, the judge’s letter must promote public confidence in the judiciary’s integrity and impartiality (see 22 NYCRR 100.2[A]) and not detract from the dignity of judicial office (see 22 NYCRR 100.4[A][2]). The letter therefore “should not publicly criticize or attack a sitting public official, or comment on his/her remarks” (Opinion 17-54) and must not publicly comment on any “pending or impending” cases within the United States or its territories, including those cases which apparently occasioned the officials’ inflammatory rhetoric.

As for the judge’s proposal to employ a “similar format” to “a New York Times editorial” that the judge recently read, it is unclear from the inquiry what the judge has in mind. Accordingly, we must decline to comment on this issue other than to note that the format and substance of the judge’s letter must comport with the Rules Governing Judicial Conduct.

DECISIONS WANTED!

The editors of the New York Law Journal are eager to publish court rulings of interest to the bench and bar. Submissions must include a sentence or two on why the decision would be of significance to our readers. Also include contact information for each party’s attorneys. E-mail decisions to decisions@alm.com.

IN BRIEF

« Continued from page 1

ferent transactions, he largely representing large issuers in the asset-backed securitization and myself representing underwriters in those areas,” Morriello said. “We said, you know, ‘How great would it be to join our practices?’”

Morriello said he had not been planning to leave his former firm, where he had worked for 29 years, but that the opportunity to join with Kruger and help build out the existing structured finance team under Seyfarth’s corporate department was too good an opportunity to pass up. He also said that the firm’s presence in Dallas and Charlotte, which he said were key regions for structured finance, made it a desirable place to move his work and his team.

That team will be based in the New York office, the firm said. As co-chair of the structured finance practice, Morriello’s work will also involve the firm’s offices in other financial centers like Los Angeles, Boston and Chicago, the firm said.

Giesecke and Karol each handle a variety of finance-related matters on behalf of their clients. Giesecke focuses on complex structured products like mortgage-backed securitizations and collateralized debt obligations, while Karol takes on transaction-heavy work like lending and acquisitions as well as regulatory issues and, like Giesecke, a fair amount of securitizations.

A representative for Arnold & Porter Kaye Scholer did not immediately respond to a request for comment on the group exit.

Amid a more active lateral market this year in the Am Law 200, several structured finance attorneys have made moves. For instance, in July, McDermott Will & Emery’s structured finance lead left the firm in advance of its now-finalized merger to move to Squire Patton Boggs in London. Also in London, an 11-person structured finance team moved from A&O Shearman to Latham

& Watkins earlier this year.

Lately, Seyfarth has been adding finance-focused attorneys, including recent real estate addition Varuna Bhattacharyya. The firm has seen some partner exits this year as well, including real estate partner Ian Taylor, who left for Buchalter in July, and Joe Wonderly, an aviation partner who moved to Alaska Airlines in the same month.

—Ryan Harroff

Willkie Hires Former Assistant Solicitor General To Lead Appellate Group

Erica Ross, a former assistant to the U.S. solicitor general from 2017 through earlier this year, has joined Willkie Farr & Gallagher as a partner and will head up the firm’s appeals and strategic motions practice, the firm said Tuesday.

While she enjoyed her time in public service, Ross, based in Washington, D.C., mentioned that the average tenure for her role was about five years and that it was time to move on to another challenge.

“I learned a lot and had the opportunity to argue 16 cases before the Supreme Court and represent the government in hundreds of others,” she said in an interview. “And we are in a period with a lot of change and a lot of increased opportunities in D.C. for government-facing litigation.”

Ross takes over for partners Mark Stancil and Michael Gottlieb, who served as co-heads of the practice they started at the firm a few years ago. Stancil is also co-chair of the bankruptcy litigation practice, while Gottlieb, an executive committee member, is chair of the crisis management group at Willkie and co-chair of the media and First Amendment practice.

Stancil stated that the plan had always been for him and Gottlieb to serve as “caretakers” for the practice until they could find the appropriate person to lead them moving forward, espe-

cially a person with significant U.S. Supreme Court experience. The firm now believes it has the right long-term chair in place.

“Our patience was rewarded,” Stancil said in an interview. “We



Erica Ross

is client savvy, and provides strategic insights.”

In a release, the firm said Ross had “litigated cases involving constitutional law, administrative law, intellectual property, business disputes, tax law, antitrust, foreign sovereign immunity, bankruptcy, and criminal law” while in her role at the DOJ.

“Erica is widely recognized as one of the leading appellate advocates of her generation, and she will bring unrivaled government and private practice experience to our global litigation platform,” Tariq Mundiya, chair of Willkie’s litigation department, said in a statement. “Our clients will benefit enormously from her exceptional advocacy, stellar track record, and deep understanding of appellate litigation.”

The appeals and strategic motions practice is the firm’s appellate practice, but the firm also uses it to assist clients on “important legal issues that arise from the earliest stages of litigation through appeal.” Ross said that part of her initial time at the firm will be meeting with the partnership and clients, and promoting what her practice can do for them. The hope is that as the work grows, so will the practice.

Stancil said that litigation has become a more critical part of the makeup of Willkie, and that having a top-flight appellate practice has “always been a business necessity.”

—Patrick Smith

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Real Estate Trends

REALTY LAW DIGEST

By
Scott E.
Mollen



Adverse Possession—Dispute Between Blood Relatives—Plaintiff Failed To Demonstrate That Use of the Property Was “Hostile”—a “Long History of Various Family Members Living In Both the First and Second-Floor Units of the Property”—Silence By the Defendant Was “Equally Consistent With an Inference of Implied Permission for Plaintiff To Reside At the Property”—Nothing In Plaintiff’s Use of the Property or Interactions With the Defendant Permitted an Inference of Hostility—Plaintiff’s “Repair, Maintenance and Renovation Work” Was Not “Inconsistent With the Permissive Use of the Property”—Since Adverse Possession Claim Vested In 2006, 2008 Amendment to Adverse Possession Statute Was Inapplicable

A defendant moved, pursuant to CPLR 4404(a), for an order “setting aside the jury verdict in the interest of justice, and/or as against the weight of the evidence” on the grounds that the plaintiff’s “allegedly minimal improvements to the premises did not satisfy her burden to establish improvements by clear and convincing evidence, pursuant to former RPAPL 522,” and plaintiff’s counsel’s “improper comments during summation deprived defendant of a fair trial.”

She also moved, pursuant to CPLR 4401, “for an order directing a verdict in defendant’s favor and dismissing the complaint on the ground that plaintiff failed to satisfy either the thrifty owner requirements of RPAPL 522 or the hostility element of an adverse possession cause of action.”

The court granted the defendant’s motion for a directed verdict and dismissed the complaint. To the extent that this action is a declaratory judgment action, the court “declared that the plaintiff is not the lawful owner and is not entitled to any declarations in her favor.” Based on such determinations, the court denied the defendant’s motion pursuant to CPLR 4404(a) as moot.

The plaintiff had alleged that she had adversely possessed a two family home pursuant to former RPAPL 522 for which title ownership is held by the defendant. After reviewing the parties’ relevant family history, the court stated that the plaintiff’s “claimed ownership interest in the Property rests exclusively on her adverse possession claim, as distinguished from a claimed entitle-

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SCOTT E. MOLLEN is a partner at Herrick, Feinstein.

COMMENTARY

Pa. Superior Court Weighs In On Debate Over Installment Contracts and Mortgages

BY ALAN NOCHUMSON
AND DYLAN BELTRAMI

CAN A BUYER under an installment land contract lose their equity with a single missed payment? In *Zanicky v. Skopow*, 339 A.3d 998 (Pa. Super. Ct. May 30, 2025), the Pennsylvania Superior Court weighed whether installment contracts should be treated like mortgages to shield buyers from forfeiture. The Superior Court’s ruling could have major implications for real estate practitioners across the commonwealth.

In early 2000, the property owner at the time agreed to sell buyer a piece of land in Vengango County and the mobile home located on it at the time for \$25,000, the opinion said.

The buyer made a down payment of \$12,000 to the then-seller of the property and agreed to pay the remaining \$13,000 in monthly payments of \$400 each.

The parties memorialized their contract in a writing identifying themselves as “seller” and “buyer,” the opinion said.

It was undisputed that the seller agreed to deed his legal title to the buyer upon payment of the last installment.

The buyer immediately entered into possession of the property and paid the first four installments and paid the real estate taxes due on account of the property for that year as well.

Soon thereafter, the buyer eventually defaulted under the terms and conditions of the installment land contract by failing to make any additional installment payments, the opinion said.

Instead of suing the buyer, a few months after the last installment payment was made, the seller attempted to resell the property to a third party. To this end, the seller executed a deed for the third party for fee simple, which was recorded.

Upon discovering this property transfer, the buyer sued the seller and the third party to have the new deed set aside as against the buyer’s interest in the property based on the installment land contract entered into by the seller and the buyer, the opinion said.

The trial court ultimately granted summary judgment in favor of the buyer and set aside the deed.

The buyer continued residing on the property for several years, the opinion said. Then, in 2013, the buyer removed the mobile

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ALAN NOCHUMSON is a shareholder of Nochumson P.C., a legal services firm with a focus on real estate, land use and zoning, litigation, and business counseling for the people of Pennsylvania and New Jersey. DYLAN BELTRAMI is an associate attorney at the firm.

TRANSACTIONAL REAL ESTATE

Executing a ‘Time Is Of the Essence’ Closing

As the authors noted in our first article on Time of the Essence (TOE) Closings, “real estate closings may be the most basic and common real estate experience, but the familiarity ends once a provision of the contract of sale has been breached.” See Bailey and Desiderio, *Enforcing the Contract—Obtaining Down Payment or Specific Performance* (New York Law Journal, March 8, 2006). This is because the circumstances attending each purchaser’s or seller’s failure to close on the TOE closing date is always unique, and this has resulted in an innumerable variety of judicial decisions applied to ever-changing real estate scenarios.

Nevertheless, nearly 20 years later, despite ever-changing circumstances, the rules that govern TOE closings remain essentially the same. “[W]hen a party to a real estate contract declares time to be of the essence in setting a closing date, each party must tender performance on that date, and a failure to perform constitutes a default.” *Donerail Corporation v. 405 Park LLC*, 100 AD3d 131, 137 (1st Dept. 2012). (Emphasis added).

Further, “[i]t is well-settled that absent a breach on part of the seller, a purchaser who defaults on a real estate contract without lawful excuse cannot recover its down payment.” *Id.* (Emphasis added). And, more recently, in *361 Broadway Associates v. Morales*, 195 AD3d 497 (1st Dept

ADAM LEITMAN BAILEY is the founding partner of Adam Leitman Bailey, P.C., and JOHN M. DESIDERIO is partner and Chair of the firm’s Real Estate Litigation Group. NIAZ NAJAFI, a firm extern and Third Year student at the Maurice A. Deane School of Law at Hofstra University, assisted in the preparation of this article.

2021), the First Department restated the rule, holding that:

Plaintiff seller met its initial burden by presenting evidence of the agreement and that it was ready, willing, and able to close on the properly notified closing date,” and the “Option Agreement [which contained a TOE Closing date clause] expressly provided that if [purchaser] defaulted and ultimately failed to close, [seller] was entitled to keep the deposit.”

However, not all real estate contracts start off with a TOE clause. When a seller and buyer enter into a contract of sale for real property, and the contract does not specify a date certain on which the closing will occur, the contract normally states that the closing shall occur “on or about” a certain date. This is because there are usually several uncontrollable factors that affect each party’s ability to prepare for the closing, and neither party can know when each of them will actually be “ready, willing, and able” to close.

Under these circumstances, the parties may mutually agree to adjourn the “on or about” closing date, to accommodate each other’s needs. Nevertheless, even when they cannot agree, either party is entitled to a reasonable adjournment of the closing date. See *Zev v. Merman*, 134 AD2d 555 (2d Dept. 1987), *affirmed* 73 NY2d 781 (1988). In addition, in connection with sponsor-generated purchase contracts, for new condominium or cooperative units, the sponsor usually reserves the contractual right to adjourn the closing date at will. This is because of the many issues that can arise in the course of construction, which will delay completion of the building and/or its individual units and, in turn, delay issuance of the temporary certificate of occupancy (“TCO”) which is required before the closing on a

particular unit may occur. See, e.g., *361 Broadway Associates Holdings, supra.*)

Nevertheless, occasions arise when either the seller or the buyer to a real estate contract, which does not contain a TOE Closing Date, will want to speed the transaction to completion. It may then be necessary to convert an “on or about” contract into a TOE contract, because either the buyer or the seller defaults on the agreed “on or about” date and/or because the adverse party is suspected of engaging in disingenuous conduct to either unduly delay the closing or to possibly create a fallacious excuse to back out of the contract. See, e.g., *Martocci v. Schneider*, 119 AD3d 746 (2d Dept. 2014) (when the closing did not take place on the original closing date, the seller then scheduled a TOE Closing, the buyer presented pretextual reasons for not appearing on the TOE Closing date,

notice will still constitute a proper TOE notice, without those words, so long as the letter does advise the other party that it will be in breach of the contract, if the closing does not occur on the TOE date, and (a) if the buyer defaults, that the defaulting buyer will forfeit its down payment deposit for not closing, or (b) if the seller defaults, that the buyer will be entitled to commence an action for specific performance. See *ADC Orange, Inc. v. Coyote Acres, Inc.*, 7 NY3d 484 (2006). (*held*: “[T]he mere designation of a particular date upon which a thing is to be done does not result in making that date the essence of the contract.”) See also Bailey and Desiderio, *Defining When “Time is of the Essence”* (New York Law Journal, 5/9/2007).

The “time of the essence” letter must schedule a “reasonable adjournment” of the closing date – one which, under the particular cir-

When a party to a real estate contract declares time to be of the essence in setting a closing date, each party must tender performance on that date, and a failure to perform constitutes a default.

and “the sellers satisfied their prima facie burden of demonstrating that they were ready, willing, and able to perform on the [TOE] closing date.”).

The Basics of Converting ‘On or About’ to ‘TOE’

The party desiring to schedule the TOE Closing must give written notice (the “time of the essence letter”), to the adverse party, declaring that the closing will occur on a date, place, and time certain, which will be “Time Is of The Essence.” Although it is preferable that the words “Time is of the Essence” be present within the “time of the essence” letter, the

cumstances, may be deemed to give the defaulting party “a reasonable time to perform” the term or terms of the deal, which, as an excuse for not performing on the original closing date, the defaulting party may claim it cannot satisfy. See *Coyote Acres, supra*. Generally, attorneys will schedule the TOE Closing to occur thirty days after the date of the TOE letter.

However, there is no statute or court decision which requires a 30-day waiting period before conducting the TOE Closing. “Reasonableness” is determined on a case-by-case analysis. See *Zev v. Merman, supra*, in light of

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COMMENTARY

The \$85 Billion Shift And Why the Future of Commercial Spaces Is Selling Experiences

BY MARBET LEWIS, GINO SANTOS
AND MARIO ECHEVERRIA

THE EXPERIENTIAL economy is booming globally with experiential retail valued at \$85 billion in 2023 and projected to grow at a 14% compound annual growth rate through 2032. Retailers such as Watches of Switzerland have re-imagined their spaces with in-store hospitality areas, encouraging customers to linger and ultimately, spend more. The marketplace itself is being reinvented, as businesses design stores and venues that serve as curated spaces where lifestyle and commerce converge.

With consumer expectations evolving, so too must the legal, design, and operational frameworks that support these spaces. From zoning challenges to alcohol service laws to the integration of beverage programs that balance creativity with compliance, the success of experiential concepts increasingly depends on thoughtful planning at the intersection of regulation, design and consumer experience.

Consumer spaces understand that consumers crave atmosphere as much as service and therefore have participated in a modern shift. Coffeehouses now double as cultural salons. Breweries host live performances. Spas serve wine, and boutiques introduce tasting bars. Behind the magic of these experiential venues lies a complex interplay of regulation, spatial design and beverage innovation.

Legal and Design Foundations of Experiential Retail

As the lines between shopping, dining, and leisure continue to blur, operators must navigate the viability of these hybrid concepts often hinged on zoning codes, alcohol-service regulations and costs, and design feasibility. A beautifully conceived café-bar hybrid inside a luxury retailer can falter if local zoning restricts alcohol use or mandates costly security requirements. Similarly, experiential models like rooftop lounges, in-store wine bars, or salon cafés can challenge traditional land-use classifications, creating regulatory ambiguities that delay projects or increase costs.

“Too often, zoning and alcohol regulations are considered late in the process, after

» Page 6

MARBET LEWIS is co-founder and partner of Spirit Law Partners, an entrepreneurial regulatory and business law firm focused on the representation of highly regulated industries and transactions, based in Coral Gables, Fla. GINO SANTOS is co-founder and CEO of Premium Blend and MARIO ECHEVERRIA is CEO and president of Echeverria Design Group.

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Experiences

« Continued from page 5

leases are signed and build outs begun,” notes Marbet Lewis of Spirit Law Partners. “But those regulatory thresholds are where concepts either succeed or stall. Anticipating them early allows innovation to flourish without costly setbacks.”

On the design side, architects and planners are now tasked with creating flexible, immersive spaces that merge commerce and hospitality. Breweries double as event venues, spas incorporate tea or wine lounges, and bookstores host cocktail evenings. These concepts require precise understanding of circulation, licensing restrictions, and operational flow.

“We design for our clients’ clients, partnering closely with brands and leveraging demographic and location insights to shape spaces that foster both belonging and aspiration,” says Mario Echeverria, founder of Echeverria Design Group. “Today, design goes beyond aesthetics. At

EDG we create immersive destinations that create memorable experiences where people feel at home and desire to return.”

Beverage Innovation as A Cost-Smart Solution

One of the most intriguing areas of innovation lies in beverage programming. Many operators are discovering that wine-based liquor alternatives, including the rapidly growing category of agave wine, allow them to deliver premium cocktails without the cost of a full liquor license. In states like Florida, restaurants and cafés with only a beer and wine license can still serve margaritas, piña coladas, or espresso martinis by using agave wine or wine-based spirits, sidestepping the six-figure licensing fees associated with traditional distilled spirits.

“Wine-based liquor alternatives like agave wine lets operators deliver craft cocktails at a fraction of the regulatory cost,” says Gino Santos of Premium Blend. “It’s a creative solution that levels the playing field, giving independent

venues the ability to compete with larger hospitality groups.”

The popularity of agave-based beverages in particular mirrors national trends where U.S. agave beverage sales surpassed \$6 billion in 2023, making agave the fastest-growing spirits category. The introduction of agave wine solutions offers a way for experiential spaces to participate in this boom without regulatory roadblocks.

A New Model for Commercial Spaces

As experiential concepts continue to expand, the businesses that will thrive are those that understand consumer behavior at a deeper level. Success will belong to operators who create environments that invite customers to linger, spaces where atmosphere, design, innovative menus and service align to offer a sense of belonging and discovery. The most competitive concepts are measured by their ability to cultivate lasting experiences that bring customers back.

Data

« Continued from page 3

vices (TOC), Inc., 528 U.S. 167, 180 (2000)).

The same obligation applies for approval of class action settlements. See *Frank v. Gaos*, 586 U.S. 485 (2019). In *Frank v. Gaos*, plaintiffs

Such settlements generally include relief on a claims-made basis wherein participating settlement class members receive some form of direct monetary relief, often in addition to credit/fraud monitoring and data security commitments from the impacted entity.

in a putative class action against the operator of a search engine website asserted claims under the Stored Communications Act and state law that the operator violated users’ privacy by disclosing their internet search terms to owners of third-party websites. After repeated rounds of dispositive briefing, the Northern District of California preliminarily approved a *cy-pres* only settlement, which the Ninth Circuit Court of Appeals affirmed.

Rather than considering the merits, the Supreme Court vacated the judgment and remanded to determine whether any named plaintiff suffered an injury-in-fact, as required for Article III standing (an analysis neither the district nor appeals court had performed).

Frank v. Gaos presents an issue unique to data breach class action litigation. Article III standing is frequently challenged in data breach cases. See, e.g., *In re Unite Here Data Sec. Incident Litig.*, 740 F. Supp. 3d 364, 375 (S.D.N.Y. 2024) (concluding that union members “have alleged a sufficiently substantial risk of future identity theft and medical fraud to confer standing.”); *Cantiniere v. Verisk Analytics, LLC*, No. 2:21-cv-6911, 2024 WL 5202579, at *12 (E.D.N.Y. Dec. 23, 2024) (discussing that disclosure of plaintiff’s PII to an unauthorized entity, by itself, did not establish standing). Yet, following hard-fought settlement negotiations, the parties must then turn to the same court to approve the settlement.

To no one’s surprise, parties may be loath to raise subject matter jurisdiction, and may even try to concede the court has jurisdiction to approve the class action settlement. Despite *Gaos*’ holding, courts often approve settlements where standing has been previ-

Real Estate Trends

ously challenged with little-to-no inquiry into their own jurisdiction. See, e.g., *In re Practice Resources, LLC Data Security Breach Litigation*, No. 6:22-cv-00890 (N.D.N.Y. filed Aug. 25, 2022); *Pan v. Atlas Real Estate Group LLC.*, No. 1:23-cv-910 (D. Colo. filed Apr. 12, 2023); *Bahnmaier v. Wichita State University*, No. 2:20-cv-2246 (D. Kan. filed May

rulings in *Bonobos* and *Christie’s* present a quandary and force resolution of certain strategic questions. Defendants who anticipate settling may question whether to raise Article III standing as a defense out of fear that it may give a court pause prior to approving a settlement.

However, doing so effectively deprives defendants of a crucial defense early on in litigation. Faced with the risk that a federal court may decide it lacks jurisdiction, some parties may instead opt for state court, either upon initial filing or removal/remand proceedings to pursue settlement approval in state court.

Forum selection has wide ranging impacts on procedural timelines, judicial experience with (and attitudes toward) class action litigation, and the likelihood of final settlement approval. Looking forward, *Gaos* places a significant burden on parties to weigh the risks of challenging standing, as dismissal could lead to subsequent litigation with potentially less favorable outcomes.

In an evolving legal landscape where federal courts may be refining standing requirements, parties must take a proactive approach to litigation strategy and settlement negotiations to anticipate obstacles and ensure the best possible resolution.

Some key take-away considerations include:

• Forum Selection Matters:

Assess state vs. federal court based on procedural efficiencies, standing requirements, and class action settlement trends.

• Standing Challenges Can Complicate Settlements:

Consider potential litigation risks before challenging standing, as seeking dismissal could increase legal exposure.

• Judicial Scrutiny Varies:

Be mindful that judges may rigorously evaluate standing at final approval, potentially dismissing cases or delaying approval.

• Settlement Timing is Key:

Weigh the benefits of settling pre-certification against the risks of standing-based dismissal.

• State Court Alternatives Exist:

If federal standing poses hurdles, explore options to remain in state court or dismiss in federal court to refile in state court for approval.

Keep the End Game in Mind When Litigating Data Breach Class Actions

Frank v. Gaos and subsequent

Debate

« Continued from page 5

home and purchased a new one for \$14,000.

In 2020, the seller attempted to reconvey the property to the third party by quitclaim deed, the opinion said. Simultaneously, the seller assigned his right, title, and interest under the installment land contract to the third party. A month later, the third party’s attorney sent a letter to buyer, titled, “Notice of Intention to Foreclosure.”

According to that foreclosure notice, the buyer could cure the default currently in existence as to the installment land contract by sending payment of the amount then allegedly due at the time of the foreclosure notice.

The buyer refused to abandon the property or to pay the third party the amount then allegedly due under the installment land contract.

Afterwards, the third party sued the buyer seeking to eject the buyer from the property, including the new mobile home she purchased and affixed to the land, and to have the installment land contract voided.

Both parties moved for summary judgment. The trial court reiterated that the installment land contract entered between the seller and the buyer was “not a mortgage as it is incapable of being recorded, as required for all mortgages.”

The trial court ultimately granted partial summary judgment to the third party, awarding the third party ownership and possession of the property, but not awarding him any damages.

The buyer timely appealed the trial court’s ruling to the Superior Court.

Among other issues, the Superior Court in *Zanicky* addressed the buyer’s argument that the installment land contract should be treated as a mortgage, and, therefore, to extinguish her equity in the property, the third party needed to bring an action to foreclose her equity of redemption.

An equity of redemption refers

to a borrower’s right to “redeem” or reclaim a mortgaged property by paying off the outstanding debt owed, and thereby preventing foreclosure.

In *Zanicky*, the Superior Court noted that installment land contracts are often abused and designed to fail, allowing sellers to make more money by finding ways to cancel them so that they can acquire as many property owners as possible.

The Superior Court in *Zanicky* cited a legal scholar who pointed out that the use of the installment land contracts ballooned after the housing-market collapse and Great Recession of 2008 and that they are now used by large, corporate lenders who acquire thousands of homes across the country to resell them through advantageous installment land contracts.

Noting that the Third Restatement of Property regards installment land contracts as mortgages so that like any other mortgagors, the Superior Court in *Zanicky* stated that buyers have the right to cure their default or redeem their equity in the foreclosure. According to the Superior Court in *Zanicky*, if the buyer fails those remedies, they can insist upon a judicial-foreclosure sale, and retain any profits beyond the cost of paying off the debt to the seller.

Due to the trial court’s refusal to treat the installment land contract as a mortgage, the buyer in *Zanicky* was forced to forfeit her equity in the property, including her downpayment of \$12,000, the installment payments of \$4,000 made to the seller, the \$14,000 new mobile home she purchased and placed on the property, and any increase in the value of the property over the last 20 years since the installment land contract was signed by the parties.

The Superior Court in *Zanicky* declared that the third party could only extinguish the buyer’s equity in the property by an action for foreclosure, and so the third party erred by only bringing an action in ejectment. In doing so, the Superior Court in *Zanicky* clarified that based on the relief that the third

party sought, namely, possession and legal title unencumbered by the buyer’s equitable title, it was the wrong type of ejectment action for a mortgagee to bring.

The Superior Court in *Zanicky* explained that, although the third party believed that the buyer forfeited all her rights to the property upon default, this was not true, as the buyer never forfeited her equitable title to the property.

Most importantly, the Superior Court in *Zanicky* definitively declared that an installment land contract is a mortgage for all substantive and procedural purposes. Therefore, for an assignee to extinguish a buyer’s equity in property, they must bring an action to foreclose the buyer’s equity of redemption.

In conclusion, the Superior Court in *Zanicky* sided with the buyer and overruled the trial court’s ruling granting partial summary judgment to the third party and incorrectly ruling that the installment land contract was not a mortgage.

Lessons Learned

The Superior Court’s decision in *Zanicky v. Skopow* marks a significant development in Pennsylvania real estate law, expanding the legal protections available to buyers under installment land contracts. By recognizing the buyer’s equitable interest in the property, the Superior Court in *Zanicky* affirmed that such buyers retain the right to cure defaults, redeem their equity through foreclosure, or compel a judicial sale when other remedies are unavailable. This appellate court ruling may curtail the long-standing practice of sellers using installment contracts to profit from successive buyers without affording them the protections typically associated with mortgage financing.

Although it remains uncertain whether the Pennsylvania Supreme Court will review the matter, *Zanicky* currently stands for the proposition that installment land contracts are to be treated as mortgages under Pennsylvania law.

Calendar

WEDNESDAY, OCT. 8

NY City Bar (Non CLE)

Securing Democracy for Tomorrow: Join the New York City Bar Civic Corps
6 p.m. – 7:30 p.m.
In-Person Registration Link: <https://services.nycbar.org/EventDetail?EventKey=CVED100825&mcode=NYLJ>
Location: 42 West 44th St., NY
Contact: 212-382-6663 or customerrelations@nycbar.org

THURSDAY, OCT. 9

NY City Bar (CLE)

Hot Topics in Art Law 2025
12 p.m. – 1:30 p.m.
1.5 CLE credits
Webinar Registration Link: <https://services.nycbar.org/EventDetail?EventKey=WEB100925&mcode=NYLJ>
Location: Zoom
Contact: 212-382-6663 or customerrelations@nycbar.org

NY City Bar (Non CLE)

Lawyers Connect: Paint & Sip Night
6 p.m. – 8 p.m.
In-Person Registration Link: <https://services.nycbar.org/EventDetail?EventKey=LCPS100925&mcode=NYLJ>
Location: 42 West 44th St., NY
Contact: 212-382-6663 or customerrelations@nycbar.org

FRIDAY, OCT. 10

NY City Bar (CLE)

Medical Malpractice Conference
8:30 a.m. – 4:45 p.m., 3 CLE Credits
In-Person Registration Link: <https://services.nycbar.org/MedMalpractice/>

Location: 42 West 44th St., NY
Contact: 212-382-6663 or customerrelations@nycbar.org

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TUESDAY, OCT. 14

NY City Bar (Non CLE)

vLex Fastcase – General Overview Webinar
2 p.m. – 3 p.m.
Webinar Registration Link: <https://services.nycbar.org/EventDetail?EventKey=FA5101425&mcode=NYLJ>
Location: Zoom
Contact: 212-382-6663 or customerrelations@nycbar.org

WEDNESDAY, OCT. 15

NY City Bar (CLE)

Current Legal Ethical Issues with Professor Stephen Gillers
12 p.m. – 1:45 p.m., 2 CLE credits
Webinar Registration Link: <https://services.nycbar.org/EventDetail?EventKey=WEB101525&mcode=NYLJ>
Location: Zoom
Contact: 212-382-6663 or customerrelations@nycbar.org

NY City Bar (Non CLE)

Lunch with Judge Anar Rathod Patel
12:30 p.m. – 2 p.m.
In-Person Registration Link: <https://services.nycbar.org/EventDetail?EventKey=LIT101525&mcode=NYLJ>
Location: 42 West 44th St., NY
Contact: 212-382-6663 or customerrelations@nycbar.org

A Memorial Tribute to Ronald J. Tabak

6 p.m. – 8 p.m.
In-Person Registration Link: <https://services.nycbar.org/EventDetail?EventKey=CAP101525&mcode=NYLJ>
Location: 42 West 44th St., NY

NY City Bar (Non CLE)

Hot Topics Affecting Cooperatives & Condominiums: Cases and Marketplace Developments in the Last Six Months
9:30 a.m. – 12 p.m.
CLE Credit: New York: 2.5 Professional Practice; New Jersey: 2.7 General; California: 2.5 General; Pennsylvania: 2.0 General; Connecticut: Available to Licensed Attorneys
Webinar Registration Link: <https://services.nycbar.org/EventDetail?EventKey=WEB102125&mcode=NYLJ>
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Real Estate Trends

Realty Law

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ment to ownership of the Property via intestate succession....”

A jury had reached a “unanimous verdict in favor of plaintiff as to her adverse possession claim”. The jury found that the plaintiff’s possession of the property had been “hostile and under a claim of right during the period of May 1, 1996 to May 1, 2006.” It also found that the plaintiff actually possessed the property during the period of May 1, 1996 to May 1, 2006 and that the plaintiff’s possession was “open, notorious, exclusive, and continuous.” The jury also found that during the subject period, the plaintiff did “usually improve” the property.

The defendant argued that the plaintiff failed to demonstrate the elements of adverse possession. Since the plaintiff’s adverse possession right vested in 2006, the 2008 amendments to the adverse possession statute were inapplicable to the subject claim.

The 2008 amendments “added a new definition of what ‘under claim of right’ means.” The court noted that “RPAPL 501(3) currently states that ‘a claim of right means a reasonable basis for the belief that the property belongs to the adverse possessor or property owner, as the case may be....’” The court stated that “[u]nder the law prior to the amendments, actual knowledge by the possessor regarding the true owner of the property was insufficient to defeat a finding of a claim of right. Rather, the prior law required an overt acknowledgement during the statutory period that ownership rested with another party.”

The court explained that “[u]nder the pre-amendment law, in order to establish a claim to property by adverse possession, a claimant must prove, by clear and convincing evidence, that possession of the property was ‘(1) hostile and under a claim of right; (2) actual; (3) open and notorious; (4) exclusive; and (5) continuous for the required period....’” Where “the claim of right is not founded upon a written instrument, the party asserting title by adverse possession must establish that the land was ‘usually cultivated or improved’ or ‘protected by a substantial inclosure....’”

The defendant contended that the plaintiff failed to meet the requirements of “hostility,” “usually cultivated or improved,” and “protected by a substantial enclosure” requirements of former RPAPL 522.

The court stated that the “ultimate element in the rise of a title through adverse possession is the acquiescence of the real owner in the exercise of an obvious adverse or hostile ownership through the statutory period....” The hostility element requirement was intended “to provide the title owner notice of the adverse claim through the ‘unequivocal acts of the usurper....’”

A party claiming title by adverse possession need not “show enmity or specific acts of hostility in order to establish the element of hostility....” Rather, that element is met “where an individual asserts a right to property that is ‘adverse to the title owner and also in opposition to the rights of the true owner....’”

The court noted that “[g]enerally, the element of ‘hostility can be presumed simply from the existence of the remaining four elements, thus shifting the burden to the record owner to produce evi-

dence rebutting the presumption of adversity.”

However, when the “user and the landowner are related by blood, ‘the proponent is not accorded the benefit of the presumption of hostility and must present affirmative facts to support the conclusion that his or her use was under a claim of right and adverse to the interests of the landowner....’” The court noted that “some cases” go “even further noting that the presumption of hostility does not apply for blood relatives and recognizing that the existence of permissive use arises from such family relationships.”

Since the plaintiff is a “blood relative to the record owners, ... the presumption of hostility that would arise from demonstrating the other four elements of adverse possession does not apply....”

The court found that the plaintiff failed to “affirmatively demonstrate that plaintiff’s use of the Property was hostile.” The plaintiff’s testimony that demonstrated “a long history of various family members living in both the first and second-floor units of the property...and that such pattern continued after the” prior record owners died and the defendant “succeeded in ownership.” There was no testimony that family members had “paid rent to live in the family home.”

The court opined that the family history suggested “at the very least, that family members had implied permission to live there, plaintiff’s moving into the ground floor unit with her son does not affirmatively show hostility despite the testimony of plaintiff and her mother...that they did not speak or seek permission from any family members other than (and uncle) before plaintiff commenced occupancy....”

The plaintiff and her son had lived in the first floor unit after an uncle had moved out and “did so without paying rent”. The court stated that such fact did not “show any outward change in plaintiff’s use of the property that would show hostility.”

The plaintiff testified about changing locks and interactions with the defendant. However, the court found that such testimony did not establish hostility. The court stated that a defendant’s visit which occurred after the uncle had vacated the property, when a friend entered the property using her own key to retrieve some items from the uncle’s apartment, did not show that “her mere presence alone on the Property was hostile.” The plaintiff could not “rely on defendant’s silence regarding her presence as evidence of acquiescence to hostile possession.” The court reasoned that such “silence is equally consistent with an inference of implied permission for plaintiffs to reside at the Property.”

Additionally, the court stated that “[h]ostility is not established by plaintiff’s subsequent interactions with defendant.” Installing new locks after learning that someone had left the front door open, by itself, did not demonstrate “an intent to exclude defendant from the Property.” Moreover, “plaintiff’s refusal to provide the defendant with a key during that time does not evince hostility, as her stated reason was not to bar defendant from the Property, but to limit circulation of keys in order to ensure the safety of herself and her son. Notably, plaintiff, nonetheless, opened the door for defendant to allow her access to the Property.”

After an apparent break-in 2003, the plaintiff had changed locks

again and claimed that “she did not provide defendant with a key at that time either.” The court noted that such decision “was not made to bar the defendant from entering the Property but solely for safety precautions.”

The plaintiff also argued that in 2005, the defendant could not enter the property, while the plaintiff was at work and a friend was visiting. The court characterized such incident as “inconclusive”. A witness could not “identify the individual who came to the door as defendant....”

The court held that there was “nothing about plaintiff’s use of the property or her interactions

The court reasoned that such “silence is equally consistent with an inference of implied permission for plaintiffs to reside at the property.”

with defendant...that would allow an inference of hostility.”

Although the plaintiff testified as to “some repair, maintenance and renovation work she had caused to be performed, none of this work is inconsistent with a permissive use of the Property....”

The court observed that even if the plaintiff’s “refusal to provide defendant with keys, when she came to the Property for a few months after the locks were changed in 1997, could support an inference of hostility, the earliest such conduct could be construed as adverse would be in 1997.”

“Accordingly, plaintiff has failed to establish that she possessed the property under a claim of right for the requisite 10-year statutory period....”

Since the court concluded that there was “no rational process by which a jury could have found that plaintiff’s proof satisfied the hostility requirement for an adverse possession claim,” the court granted the defendant’s CPLR 4401 motion, dismissed the complaint and declared that the plaintiff “is not the lawful owner of the Property by adverse possession or any other means.”

Given such finding, the court did not address the “merits... the remaining issues raised by defendant ... pursuant to CPLR 4404(a) as against the weight of the evidence or in the interest of justice” and denied that motion as “academic”.

Millard v. Miner, Supreme Court, Kings County, Case No. 25180/2010. Decided Sept. 3, 2025. Ward, J.

Foreclosures—Mortgage Was Not “Null and Void” Due To Purported Untimely Assignment of Said Mortgage Into a Securitized Trust—Plaintiff’s Claim That A “Mortgage Becomes Void Due To Alleged REMIC Tax Violations Or Belated Assignments Within A Securitization Trust, Is Not Recognized By Any New York Court”—Plaintiff Lacked Standing—Alleged Actions May Render Assignment “Voidable At the Instance of a Party To the Trust, Not By an Unrelated Third Party”—Internal Revenue Code Does Not Create Private Cause of Action To Challenge the REMIC Status of a Securitization Trust—Quiet Title and Breach Of Fiduciary Duty Under Mortgage Servicing Regulations Claims Dismissed—“No Fiduciary Duty Is Owed By A Securitization Trustee To A Mortgagor Absent Extraordinary Circumstances”—“Era of

despite having obtained them eventually, buyer had nevertheless failed to carry the burden of showing that “it was ready, willing, and able to fulfill its contractual obligations” on the closing date.

In *Grace v. Nappa*, 46 NY2d 560, 564 (1979), a contract with a TOE clause, required the seller to produce “a recordable mortgage ‘estoppel certificate,’ to establish the outstanding balance of a mort-

It is important that practitioners take especial care in drafting real estate contracts to define when a party will be deemed ready, willing, and able to perform—and when time truly is of the essence.

gage encumbering the property.”

The Court of Appeals held that “[w]here a search of the title reveals an undischarged mortgage, a buyer is entitled to compliance with a contract provision requiring the seller to produce a certificate, in recordable form, demonstrating the outstanding balance of the mortgage accompanied by other pertinent information.”

Although the seller did not produce the required certificate “by law day,” seller attempted to prove the outstanding balance of the mortgage by producing canceled checks and an amortization schedule. The buyer refused to accept the checks and amortiza-

Increasing Reliance By Litigants On Securitization Theories and Federal Tax Structures To Resist Mortgage Enforcement”—Borrowers Cannot “Bootstrap Federal Tax Eligibility Arguments Into Claims Affecting Title Or the Enforceability of Mortgage Instruments”—State Courts May Not “Adjudicate REMIC Tax Compliance” or Void Mortgages Based On Such Theories “Impermissible Intrusion Into An Area Reserved To The Exclusive Competence Of the Federal Government”—It Would “Distort the Statutory Purpose of the REMIC Regime and Invite a Flood of Litigation In Which Mortgagors Seek To Undermine Valid

Mortgage Instruments On the Basis Of Speculative Violations of Complex Federal Rules, Rules Designed Not To Protect Borrowers But To Regulate Investment Vehicles in the Secondary Mortgage Market”

The plaintiff sought a judgment “quieting title to the (subject) premises,” based on allegations that the “mortgage encumbering the property is null and void due to the purported untimely assignment of said mortgage into a securitized trust.” Plaintiff argued that the assignment “violated terms allegedly embedded in a Pooling and Servicing Agreement (PSA) and a Prospectus Supplement related to a Real Estate Mortgage Investment Conduit (REMIC)” and also cited an Internal Revenue Code (IRC) provision governing REMIC eligibility.

The defendant asserted that the plaintiff lacked standing to challenge “compliance with the securitization instruments”; the IRC “confers no private right of action;” and “the mortgage remains valid and operative as a matter of settled law.” The court agreed.

This action arose from a “residential mortgage transaction executed more than eighteen years ago and the plaintiff’s...efforts to invalidate the mortgage based upon alleged procedural irregularities in the mortgage’s securitization.” The plaintiff had not alleged that the mortgage note was “improperly executed, that the mortgage was fraudulently induced, or that she failed to receive the loan proceeds. Nor does she dispute that the mortgage has since remained of record as an encumbrance....”

In or about May 16, 2011, MERS, as nominee, executed an Assignment of Mortgage transferring the mortgage to the defendant bank as trustee for certificate holders of a mortgage trust. The defendant is the Trustee of the trust. The plaintiff and the defendant had executed modification agreements.

Notwithstanding “multiple acknowledgments of the mortgage’s validity and Plaintiff’s ongoing obligation, no satisfaction, release, or discharge of the mortgage has been filed, nor does Plaintiff assert that the debt was paid in full or extinguished by operation of law.”

In May 2022, the defendant had commenced a foreclosure action. The plaintiff then commenced the instant action to quiet title and declare the mortgage void. The plaintiff’s main argument is “that the assignment of the mortgage

to the securitized trust in 2011 occurred after the trust’s closing date, thereby violating provisions of a Prospectus Supplement and/or (PSA) allegedly governing” the mortgage trust. She also argued that 26 USC §860G, part of the IRC provision defining REMIC compliance requirements and argued that the mortgage is not a “qualified mortgage” under that statute.

The plaintiff alleged that she “reported the trust to the (IRC) Whistleblower Office, alleging systematic REMIC violations.” She also claimed that the defendant “violated certain consumer protection regulations by failing to designate a ‘single point of contact’ under federal mortgage servicing rules, resulting in a foreclosure filing that she characterizes as avoidable.”

The court found that “even taking Plaintiff’s allegations at face value, the Complaint fails to state any cognizable claim under New York law.” The court explained that “[t]he theory underpinning her claim, that a mortgage becomes void due to alleged REMIC tax violations or belated assignments within a securitization trust, is not recognized by any New York court as a basis for invalidating a mortgage or clearing title.”

The court found that the plaintiff’s reliance on documents “extrinsic to the mortgage, such as the Prospectus Supplement, (PSA), and the (IRC) does not render the underlying lien facially void or extinguished. Rather, it underscores the speculative and collateral nature of her claims.”

Thus, the court held that dismissal pursuant to CPLR §3211(a) (7) is “appropriate” and is “compelled by both precedent and prudential limits.” The court further held that the plaintiff lacked standing since “a mortgagor who is neither a party to nor an intended third party beneficiary of a securitization trust or its governing agreements lacks standing to assert claims predicated on alleged noncompliance with those documents....”

The court explained that “a plaintiff cannot assert contractual rights of third parties absent a clear intent to confer enforcement rights.” The plaintiff “has not, and cannot, allege that she was a party to or an intended beneficiary of the (Mortgage Trust) or its PSA.” Therefore, the plaintiff’s claim based on the “alleged tardiness of the assignment into the trust must be rejected as a matter of law.”

The court noted that the assignment, “even if irregular, is not void but voidable, and not by plaintiff.” “[U]nder New York law, an act performed by a trustee in contravention of trust terms is voidable at the instance of a party to the trust, not by an unrelated third party.”

The court also rejected the plaintiff’s EPTL §7-2.4 claim. That such statute “renders acts of a trustee ‘in contravention of the trust’ void as to the interests of the trust or its beneficiaries, not third parties.” Federal and state courts have held that a “borrower cannot wield this provision as a sword to nullify assignments on the basis of alleged violations of securitization protocols.”

Additionally, no cause of action arose under 26 USC §860G or related tax code provisions. The IRC “does not create a private cause of action in favor of a mortgagor to challenge the REMIC status of a securitization trust.” Enforcement of §860G “is vested exclusively in the Internal Revenue Service, not the judiciary, and certainly not at

the behest of a borrower who lacks privity or statutory authorization.”

Moreover, the filing of a complaint with the IRS Whistleblower Office had “no bearing on this court’s jurisdiction or the sufficiency of the pleading.”

The court also rejected the plaintiff’s quiet title claim. The plaintiff had to plead “an estate or interest in real property” and “that the defendant’s claim thereto is invalid or unfounded.” A “removable cloud” on title “must arise from an apparent instrument, such as a deed or mortgage, that is facially invalid or legally inoperative.”

The plaintiff had failed to establish “the existence of an invalid encumbrance or bona fide justiciable controversy that would support the extraordinary equitable remedy of quiet title.”

The court also rejected the breach of fiduciary duty claim under mortgage servicing regulations (Consumer Financial Protection Bureau Regulation §1024.40). Nothing in the cited regulation “creates a private right of action for borrowers” and the plaintiff failed to show how such “regulatory violations by a servicer would vitiate the mortgage itself or affect the Defendant’s capacity as holder of the security interest.” Moreover, “no fiduciary duty is owed by a securitization trustee to a mortgagor absent extraordinary circumstances not alleged here.”

The court commented on “the broader jurisdictional and institutional implications raised by such (IRC) claims, particularly in an era of increasing reliance by litigants on securitization theories and federal tax structures to resist mortgage enforcement.” The court explained that the “proper, and exclusive, enforcement authority over REMIC compliance rests with the Internal Revenue Service, an agency...operating under express delegation from Congress.”

Federal courts had “uniformly rejected attempts by borrowers to bootstrap federal tax eligibility arguments into claims affecting title or the enforceability of mortgage instruments.” The court opined that “permitting state courts to adjudicate REMIC tax compliance, or to declare mortgage instruments void based on such theories, would constitute an impermissible intrusion into an area reserved to the exclusive competence of the federal government. The authority to enforce federal revenue laws and regulate tax-advantaged financial vehicles is lodged firmly with the Internal Revenue Service. State courts are neither equipped nor authorized to conduct de facto tax audits or to interpret the tax code in a manner that confers equitable relief upon private parties who are not subject to the statute’s enforcement framework.”

To hold “otherwise would distort the statutory purpose of the REMIC regime and invite a flood of litigation in which mortgagors seek to undermine valid mortgage instruments on the basis of speculative violations of complex federal tax rules, rules designed not to protect borrowers, but to regulate investment vehicles in the secondary mortgage market.”

Accordingly, the court held that plaintiff’s claims do not state a cognizable claim and dismissed the complaint.

Andersen v. Bank of New York Mellon, Supreme Court, Richmond County, Case No. 100003/2025. Decided July 16, 2025. Castorina, Jr., J.

and able to close’ on the closing date, thus excusing plaintiff from performing under the PSAs,” and entitling it to refund of its \$12 Million deposit, plus interest.

Conclusion

Accordingly, it is important that practitioners take especial care in drafting their own clients’ real estate contracts, and in reviewing the contracts drafted by the other party’s attorneys, to consider under what terms and conditions one or the other of the parties (a) will be deemed to have either been, or not been, ready, willing, and able to perform its contractual obligations at closing, or (b) will either want to expressly declare a non-financial pre-condition to closing to be “time is of the essence,” or require that the non-financial pre-conditions be subject to reasonably foreseeable circumstances which permit the seller or the buyer, as the case may be, an opportunity to extend the time otherwise required to satisfy the condition.

Giving the attention such issues require will likely prove well worth the effort when and if a dispute develops over whether one or the other of the contracting parties claims a default based on failure to meet a Time is of the Essence condition upon which performance or non-performance of the contract will be judicially determined.

Time

« Continued from page 5

the nature and object of the deal as well as the previous conduct of the parties throughout the transaction. *See, e.g., Miller v. Almqvist*, 241 AD2d 181 (1st Dept. 1998). In *2626 Broadway LLC v. Broadway Metro Associates, L.P.*, 85 AD3d 456, 457 (1st Dept. 2011), the court held that “a three-week’s written notice was reasonable under the circumstances.”

The ‘Performance’ Factors

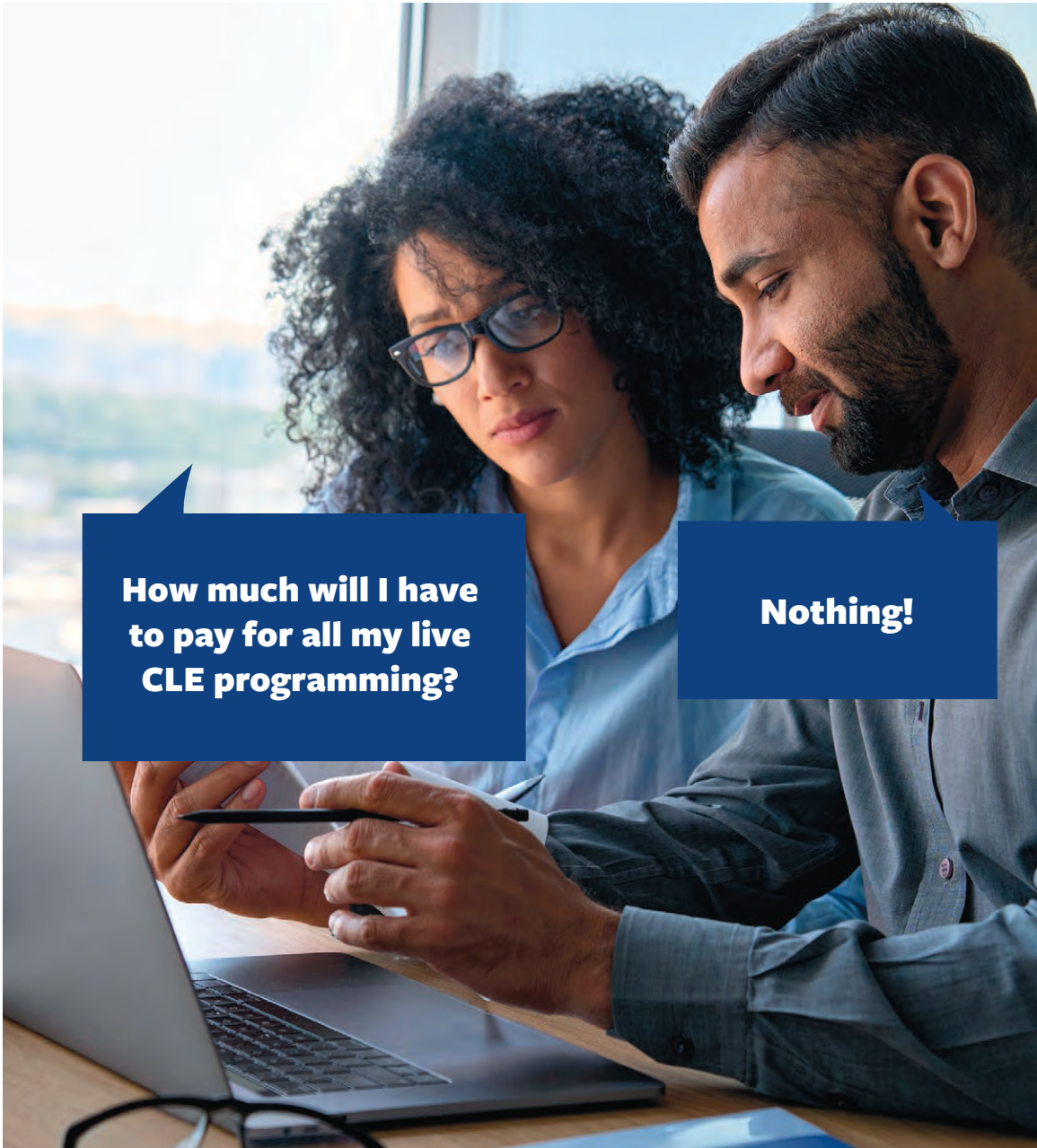
At any real estate closing, but particularly at a TOE closing, the seller must demonstrate that it owns the property and that it has the ability to sell the property and deliver marketable title. *See Bosco, Bisignano & Mascolo, Esqs. LLP v. Turyan*, 8 AD3d 418 (2d Dept. 2004). Moreover, the seller must be ready to vacate at closing by hiring movers to actually vacate the premises to show that it was willing and ready. *See Zev v. Furman, supra*. On the other hand, first and foremost, the buyer must demonstrate that it has the ability to fund the balance of the purchase price due at the closing. It must show sufficient liquid assets to cover the differential between the loan amount and the contract price.

Non-Financial Pre-Conditions to Closing

As important as it is for the seller to be able to deliver marketable title, and for the buyer to be able to deliver the balance of the purchase price, to prove each party’s readiness to perform its contractual obligations at closing, a party’s ability to show itself ready, willing, and able to close, is also dependent upon the non-financial obligations it incurs under the written terms of the contract. Satisfaction of non-financial terms of the contract is also crucial in determining whether one or the other of the parties was “ready” and “able” to close on the scheduled TOE Closing date.

In *Coyote Acres, supra*, the Court of Appeals noted that the sale was conditioned upon the buyer’s obtaining subdivision and site plan approval from the town planning board for construction to be done on the subject premises. The court held that, for failing to set a TOE date for an interim payment due towards the purchase price, the seller was not entitled to retain the buyer’s downpayment because of only a two week delay in making that interim payment.

However, the court also held that the buyer was not entitled to specific performance, because, having failed to obtain the required government approvals, within the time specified in the contract,





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WE DELIVERED.
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Previous Vs. New Membership Model

FEATURE	PREVIOUS MODEL	NEW MODEL
Membership Fee	✓	✓
Live, Virtual CLE Programming	✗	✓
On-Demand CLE Programming	✗	✓
Section Membership	✗	✓ (2 Sections)
eBook Library	✗	✓
Online Forms	✗	✓
Articles from all Sections	✗	✓

✗ = Additional Fee ✓ = Included

**New Members
can join anytime!
Be sure to select
autorenew so
you don’t have to
worry about lapsed
membership.**

**Annual
membership is
almost \$1 per
day...or less.
Affordable fee is
based on year of
admittance.**

**VIEW UPCOMING
PROGRAMS &
EVENTS**



**VIEW CLE
ON-DEMAND
CATALOG**



**VIEW FULL LIST
OF ONLINE
FORMS**



**VIEW
SECTIONS**



Off the Front / Expert Analysis

Deal Watch

« CONTINUED FROM PAGE 1

cluding monetary remedies available to the commission.”

The Treasury Department said the Committee on Foreign Investment in the United States (CFIUS) will cease processing cases and all deadlines will be “tolled,” according to the site. This will exclude matters deemed vital to national security.

The Securities and Exchange Commission will have minimal operations. EDGAR, which is run by a private contractor, could stay available as long as the contractor does. The SEC will “not respond to written or oral guidance on interpretive or legal questions, including no-action requests.”

Capital markets attorneys already expect some impact on IPOs.

Robert Little, global co-chair of Gibson Dunn’s mergers and acquisitions practice group, said the government shutdown is introducing more time uncertainty in M&A deals subject to U.S. antitrust review.

“We are advising clients that they should anticipate longer timelines to closing, a greater likelihood that the staff of the FTC or DOJ will request parties to ‘pull and refile’ their notifications, less agency guidance and interaction, and higher chances for second requests,” Little said.

Little said clients, well-versed in the various economic and government hardships put upon them this year, are using the shutdown as just another data point for consideration.

“Deal participants are taking these potential delays into account in their transaction planning,” he wrote. “However, we are not seeing a disruption in the increasing pace of new M&A deals coming in the door — people seem to be plowing ahead.”

Fried Frank antitrust partner Kathy O’Neill said that while the lack of staff and resources can muck the gears, the lack of resources can also move things along.

“On the whole, government shutdowns tend to prolong deal review, but they can also result in more triage or decisions to forego or curtail merger review on deals that raise the weakest concerns as the agencies are resource-constrained,” she said.

Deals on the Radar

The information regarding the deals below was derived exclusively from Law.com Radar.

Electronic Arts, a popular gaming company headquartered in Redwood City, California, announced that it has entered into a definitive agreement to be taken private by an investor consortium comprised of PIF, Silver Lake and Affinity Partners in an all-cash transaction that values EA at an enterprise value of approximately \$55 billion. EA was represented by Wachtell, Lipton, Rosen & Katz. The consortium was advised by Kirkland & Ellis. PIF was also counseled by Gibson, Dunn & Crutcher. Silver Lake was guided by Latham & Watkins and Simpson Thacher & Bartlett. Affinity Partners was advised by Sidley Austin.

Comerica Incorporated (NYSE: CMA) and Fifth Third Bancorp (NASDAQ: FITB) announced that they have entered into a definitive merger agreement under which Comerica will merge with Fifth Third in an all-stock transaction

valued at \$10.9 billion, representing a 20% premium to Comerica’s 10-day volume-weighted average stock price. The merger is the largest bank deal in years, creating a Category III bank with \$288 billion of combined assets, making it the ninth largest bank in the U.S. Wachtell, Lipton Rosen & Katz partners Edward Herlihy and Matthew Guest worked with Comerica while Sullivan & Cromwell represented Fifth Third Bancorp

Berkshire Hathaway has agreed to acquire Occidental Petroleum’s chemical business, OxyChem, in an all-cash transaction for \$9.7 billion, subject to customary purchase price adjustments. The transaction, announced Oct. 2, is expected to close in the fourth quarter of 2025. Berkshire Hathaway was advised by a Kirkland & Ellis team that included lawyers Cy Jones, Andy Calder, Jacob Volz and Bridget Hamway. Houston-based Occidental was represented by a Cravath, Swaine & Moore team led by partners Daniel Cerqueira and George Schoen.

Gemmab, a biotech company, has agreed to acquire Merus, a developer of cancer treatment antibody petosemtamab, for \$8 billion in cash. Gemmab will acquire all shares of Merus for \$97 per share, in a deal expected to close in the first quarter of 2026. Gemmab, based in Copenhagen, was advised by Kromann Reumert and an A&O Shearman team led by partners Clare O’Brien and Derrick Lott. Merus, based in Utrecht, the Netherlands, was advised by Latham & Watkins and NautaDutilh.

Semiconductor equipment companies Axcelis Technologies and Veeco Instruments announced that they have entered into a definitive agreement to combine in an all-stock merger. The combined company is expected to have an enterprise value of approximately \$4.4 billion based on Axcelis’ and Veeco’s closing share prices as of September 30, 2025, and outstanding debt as of June 30, 2025. Beverly, Massachusetts-based Axcelis was advised by Skadden, Arps, Slate, Meagher & Flom. Veeco, which is based in Plainville, New York, was represented by a Morrison & Foerster team led by partners Spencer Klein and Joseph Sulzbach. UBS Investment Bank, which served as exclusive financial advisor to Veeco, was guided by a Sullivan & Cromwell team that included partner Stephen M. Kotran.

Paris-based private equity firm PAI Partners has acquired a 50 percent stake in global ice cream manufacturer Froneri for 3.6 billion euros (\$4.2 billion). PAI Partners was advised by a Kirkland & Ellis team including investment funds partners Aleks Bakic, Raphaël Bloch, Alexander Clarke, Amrit Sagoo and Richard Watkins. Counsel information for Froneri, which is based in Northallerton, United Kingdom, was not immediately available.

Funds affiliated with GTCR LLC and LC8 DCC Investment Borrower ‘L. Catterton’ have agreed to acquire dental practice network Dentalcorp Holdings Ltd. for an all-cash consideration that values the company at approximately \$2.2 billion Canadian dollars (\$1.58 billion). The transaction, announced Sept. 26, is expected to close during the first quarter of 2026. Chicago-based GTCR was advised by a Latham & Watkins corporate deal team led by Chicago-based partners Bradley Faris and Jason Morelli. Dentalcorp, which is based in Toronto, was counseled

by Blake, Cassels & Graydon and Weil, Gotshal & Manges. Stikeman Elliott is acting as legal counsel to certain members of management of the company. The special committee was guided by McCarthy Tetrault and Kirkland & Ellis guided L. Catterton.

Funds advised by CVC Capital Partners have agreed to acquire a controlling interest in Bamboo, an insurance distribution platform providing homeowners’ insurance and related products to the residential property market in California and Texas, from White Mountains Insurance Group Ltd. The transaction, announced on Oct. 3, values Bamboo at \$1.75 billion and is expected to close by the end of the fourth quarter of 2025. Luxembourg-based CVC was advised by a Latham & Watkins corporate deal team led by New York-based partners David Beller, Philip Wolf, Edmond Parhami and Gary Boss. White Mountains, which is based in Hamilton, Bermuda, was counseled by Cravath, Swaine & Moore led by partners Gregory Astrachan, Howard Block and Augustine Donati. Willkie Farr & Gallagher acted as legal adviser to Bamboo management. The Willkie Farr team was led by partners Gregory Astrachan, Howard Block and Augustine Donati.

OLX Group has agreed to acquire La Centrale, an auto marketplace dedicated to used vehicles, from Providence Equity Partners for 1.1 billion euros (\$1.29 billion). The transaction, announced Sept. 26, is expected to close by the end of 2025. Amsterdam-based OLX Group was advised by A&O Shearman. Providence, Rhode Island-based Providence Equity was counseled by Kirkland & Ellis partners Emmanuel Enrici, Nadine Gelli and Vincent Ponsonnaille.

TotalEnergies has signed an agreement with insurance vehicles and accounts managed by KKR for the sale of 50% of a 1.4-gigawatt solar portfolio in North America. The transaction, which was announced on Sept. 29, values the portfolio at an enterprise value of \$1.25 billion. New York-based KKR was advised by a Kirkland & Ellis team including partners John Pitts, Jordan Rex and Josh Teahen. Counsel information for TotalEnergies, which is based in Courbevoie, France, was not immediately available.

ArcLight Capital Partners announced that Canada Pension Plan Investment Board has entered into a definitive agreement to invest \$1 billion for a strategic minority position in AlphaGen, an independent power portfolio manager. Boston-based ArcLight Capital was advised by a Kirkland & Ellis team including partners Kristin Mendoza and Ahmed Sidik. Counsel information for CPP Investments, which is based in Toronto, was not immediately available.

Alternative investment manager Ares Management Corp. announced that funds led by its Infrastructure Opportunities strategy have acquired 100% of the equity interests in Meade Pipeline Co. from affiliates of XPLR Infrastructure LP, an independent power producer formed by NextEra Energy. The investment represents a total cash consideration of approximately \$1.1 billion. Los Angeles-based Ares Management was advised by Sidley Austin partners Daniel Allison, Tim Chandler and Jeremy Pettit. XPLR, which is based in Juno Beach, was counseled by Hogan Lovells.

SPACs

Bain Capital GSS Investment Corp., a blank check company, filed with the SEC to raise up to \$460 million in an initial public offering. Boston-based Bain Capital was advised by Maples Group and Davis Polk & Wardwell partner Der-ek Dostal. Citigroup, which acted as the underwriter, was counseled by Kirkland & Ellis partners Mathieu Kohmann and Christian Nagler.

Karbon Capital Partners Corp., a blank check company, filed with the SEC to raise up to \$300 million in an initial public offering. Karbon Capital was advised by Latham & Watkins partners Nick Dhesi and Ryan Maieron. Citigroup, which acted as the underwriter, was counseled by Kirkland & Ellis partners Tamar Donikyan and Christian Nagler.

American Exceptionalism Acquisition Corp., a blank check company targeting the energy, AI, DeFi and defense sectors, announced the initial public offering of Class A ordinary shares for aggregate proceeds of \$300 million. Menlo Park, California-based American Exceptionalism was advised by Wachtell, Lipton, Rosen & Katz. Santander US Capital Markets, which acted as the underwriter, was counseled by Davis Polk & Wardwell partner Derek Dostal.

American Dynamism Acquisition Co., a blank check company, filed with the SEC to raise up to \$200 million in an initial public offering. Washington-based American Dynamism was advised by Greenberg Traurig partner Anthony Zangrillo. Cantor Fitzgerald, which acted as the underwriter, was counseled by Ellenoff Grossman & Schole partners Douglas Ellenoff and Stuart Neuhauser.

Black Spade Acquisition III Co., a blank check company, filed with the SEC to raise up to \$150 million in an initial public offering. Hong Kong-based Black Spade was advised by Latham & Watkins partners Sharon Lau and Stacey Wong. Cohen & Co. Capital Markets and Chardan Capital, which acted as the underwriters, were counseled by Loeb & Loeb partners David Levine and Mitchell Nussbaum.

AA Mission Acquisition Corp. II, a blank check company, filed with the SEC to raise up to \$100 million in an initial public offering. The Woodlands, Texas-based AA Mission Acquisition was advised by Appleby and Winston & Strawn partner Michael Blankenship. Clear Street, which acted as the underwriter, was counseled by Loeb & Loeb partners David Levine and Mitchell Nussbaum.

Vernal Capital Acquisition Corp., a blank check company, filed with the SEC to raise up to \$60 million in an initial public offering. Singapore-based Vernal Capital was advised by Hunter Taubman Fischer & Li partners Ying Li and Sally Yin. D. Boral Capital, which acted as the underwriter, was counseled by Robinson & Cole partner Ze-ev Eiger.

XFLH Capital Corp., a blank check company, filed with the SEC to raise up to \$60 million in an initial public offering. Dover, Delaware-based XFLH Capital was advised by Harneys and Becker & Poliakoff partners Michael Goldstein and Bill Huo. Maxim Group, which acted as the underwriter, was counseled by Robinson & Cole partners Ze-ev D. Eiger and Er “Arla” Zhou.

SPAC Mergers

Avalanche Treasury Co., a digital asset treasury company with

an exclusive relationship with the Avalanche Foundation, is going public via SPAC merger with Mountain Lake Acquisition Corp. As a result of the merger, Avalanche will be listed on the Nasdaq with a post-transaction equity value over \$675 million. New York-based Avalanche Treasury was advised by Skadden, Arps, Slate, Meagher & Flom. Avalanche Foundation was counseled by a Sidley Austin team led by partners Lilya Tessler, Sonia Gupta Barros and J. David Stewart. Mountain Lake, which is based in Incline Village, Nevada, was guided by Ellenoff Grossman & Schole. PJT Partners Inc. and Barclays, which acted as the placement agents in connection with PIPE funding, were guided by Davis Polk & Wardwell partners Derek Dostal and Daniel P. Gibbons.

IPOs

Fermi America, an energy company co-founded by former U.S. Energy Secretary Rick Perry and CEO Toby Neugebauer, announced an initial public offering, which values the company at \$13.8 billion. The transaction marks the first time this century that a company has launched an IPO with a simultaneous dual listing on both the Nasdaq and the London Stock Exchange. Amarillo, Texas-based Fermi America was advised by a Haynes and Boone capital markets team led by partners Matt Fry, Nick Davis and Robert Bines-Black

Zijin Gold International, a gold-mining group formed by combining all of the gold mines of Zijin Mining outside of China, announced a 25 billion Hong Kong dollar (\$3.2 billion) initial public offering. Hong Kong-based Zijin Gold was advised by a Latham & Watkins team led by Hong Kong-based corporate partners Terris Tang and Benjamin Su.

Wealthfront Corp., a digital financial advisory services platform, filed with the SEC for an initial public offering we estimate could raise up to \$250 million. Palo Alto, California-based Wealthfront was advised by Fenwick & West partners Chelsea Anderson, Ran Ben-Tzur and Michael Brown. Goldman Sachs Group and J.P. Morgan Chase and Co., which acted as underwriters, were counseled by Latham & Watkins partners Sarah Axtell and Rick Kline.

Debt Offerings:

Paul Hastings advised BofA Securities, Goldman Sachs & Co., Wells Fargo Securities and the other underwriters in connection with Lowe’s SEC-registered offering of an aggregate of \$5 billion of unsecured notes. Partner Jeff Ramsay led the Paul Hastings team, which also included partners Morgan Bale, Ismael Duran and Daniel Nicholas.

AT&T announced a \$5 billion aggregate principal senior unsecured notes offering. BNP Paribas Securities Corp., BofA Securities, Citigroup and J.P. Morgan Chase and Co., which acted as the underwriters, were advised by Sullivan & Cromwell partner Patrick Brown. Counsel information for AT&T, which is based in Dallas, was not immediately available.

Expand Energy Corp. announced an amended and restated credit agreement with the lenders for an unsecured revolving credit facility with initial aggregate commitments of \$3.5 billion and incremental capacity for additional commitments in an amount up to \$1.0 billion. J.P. Morgan Chase, which acted as the underwriter, was advised

by a Simpson Thacher & Bartlett team including partners Matthew Einbinder and W. Lanius. Counsel information for Expand Energy, which is based in Oklahoma City, was not immediately available.

Medtronic announced a 1.5 billion euro (\$1.8 billion) aggregate principal note offering. The notes are fully and unconditionally guaranteed by Medtronic plc and Medtronic Global Holdings SCA. Dublin-based Medtronic was advised by Wilmer Cutler Pickering Hale and Dorr. Deutsche Bank, Goldman Sachs Group, Barclays and Citigroup, which acted as the underwriters, were counseled by Davis Polk & Wardwell partners David Bauer, Deanna Kirkpatrick and Michael Mollerus.

Viking Holdings Ltd. announced that its wholly owned subsidiary, Viking Cruises Ltd., has priced its private note offering of \$1.7 billion in aggregate principal. The initial purchasers were advised by a Latham & Watkins capital markets team led by Chicago-based partners Christopher Lueking and Jonathan Sarna. Counsel information for Viking Holdings was not immediately available.

Chilean state-owned mining company Corporación Nacional del Cobre de Chile announced a \$1.4 billion aggregate principal note offering. The Cleary Gottlieb team included partners Matthew Brigham and Jorge Juantorena.

Cipher Mining, a developer and operator of industrial-scale data centers, announced a \$1.1 billion aggregate principal note offering. Latham & Watkins represented the initial purchasers in the offering with a capital markets team led by partners Reza Mojtabae-Zamani and Adam Gelardi. Counsel information for Cipher Mining, which is based in New York, was not immediately available. The senior notes come due 2031.

Transocean Ltd. announced two capital markets transactions totaling nearly \$1 billion, including a public equity offering and a 144A senior notes issuance. Switzerland-based Transocean was advised by Baker Botts partners James Marshall, Andrew Schulte and Luke Weedon.

Hovnanian Enterprises announced that its wholly owned subsidiary K. Hovnanian Enterprises completed a private placement of \$900 million in senior notes. Davis Polk & Wardwell advised the joint book-running managers and the initial purchasers. The Davis Polk team included partner Michael Kaplan. Counsel information for K. Hovnanian, which is based in Matawan, New Jersey, was not immediately available.

Superior Energy Services announced that its wholly-owned subsidiary SESI LLC has priced a \$600 million in aggregate principal note offering. The initial purchasers were advised by a Latham & Watkins capital markets team led by Austin partners David Miller and Samuel Rettew. Counsel information for Superior Energy, which is based in Houston, was not immediately available.

Corporación Inmobiliaria Vesta SAB de CV, an internally managed real estate company that owns, manages, develops and leases industrial properties in Mexico, announced a \$500 million aggregate principal notes offering. Vesta was advised by Davis Polk & Wardwell partner Maurice Blanco. The senior unsecured notes come due 2033.

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Moratorium

« Continued from page 3

the true market value that is the basis for property taxes.

In the majority of these jurisdictions the net result is that while the owner’s assessment remains level the implied true market value keeps increasing with the changing equalization rate; and yet the owner is prohibited from protesting. The net result is properties that are often carried on the assessment rolls at unrealistically high equalized values and this results in greater tax exposure to the municipality when a challenge can finally be brought three years later.

Imagine another field of law in which the legislature simply removed an individual’s right to commence an entirely legitimate and meritorious claim solely on the

basis that he or she had successfully resolved a similar claim the year before.

Moreover, there has been no discernable reduction in litigation as a result of Section 727.

The most enduring controversy surrounding Section 727 is that it is in apparent conflict with the New York State Constitutional prohibition against assessments exceeding full value. This question has been litigated repeatedly and taxpayers have been largely unsuccessful. Courts have consistently noted that if an assessed value exceeds the market value of the property, the constitutional mandate would overrule the statutory moratorium. However, courts have rarely determined that this standard was met.

Only one instance was found in which the court determined that the standard had been met, albeit in a case that did not reach the

appellate level. The lower court relied on a particular combination of factors: that the buyer of the property was a “non-complicit transferee” that closed within three years of a judicially-settled assessment and that the constitutional

Ironically, in fact, Section 727 effectively eases the administrative burden of tax appeals on the very same—and only—jurisdictions that annually ignore taxpayer equity and fairness: the jurisdictions that do not regularly reassess.

mandate was violated because the assessed value was some 400% of the purchase price.

Later appellate courts in different cases have narrowly interpreted this case by applying an extremely high standard to who may be considered a truly “non-complicit” transferee and by

pointing out that there are three methods to valuing real property for assessment purposes: income capitalization, sales comparison, and cost.

Therefore, a sale price alone may not be adequate proof that

the constitutional mandate has been violated. Unfortunately, this implies a conundrum: a taxpayer would need to be permitted to challenge its assessment and go through the cost and time of a trial, including preparing trial ready appraisal reports, simply to establish that it had the right

to commence the proceeding in the first place despite the bar Section 727 might place.

Recent cases have focused on Section 727’s exceptions, such as defining what constitutes a jurisdiction-wide revaluation that would negate the application of the moratorium; the mechanics of establishing an occupancy change that would open the door to a tax appeal despite Section 727; who can claim to be a non-complicit transferee; and what constitutes an improvement that opens the door to increasing an assessment. Jurisdictions also employ a variety of interpretations to the exceptions, resulting in chaotic results for taxpayers with a portfolio of properties in several jurisdictions.

Like a number of other provisions of the Real Property Tax Law, Section 727 aimed to fix one prob-

lem (an abundance of property tax litigation) but instead created unintended others while doing little to improve the underlying, systemic flaws of New York’s property tax system that are the real source of the problem.

Ironically, in fact, Section 727 effectively eases the administrative burden of tax appeals on the very same—and only—jurisdictions that annually ignore taxpayer equity and fairness: the jurisdictions that do not regularly reassess.

As New York’s property tax moratorium law celebrates its 30-year anniversary, it would be worthwhile to consider its replacement with a more thoughtfully considered state-wide assessment scheme that would naturally reflect current commercial market values and inherently result in a reduction in litigation for all the right reasons.

Mega M&A

« Continued from page 1

skillsets that matter most to the client in the regulatory, litigation, and transactional spaces, “not to mention both a special dedication to relationship building and the firm’s really having the goods.”

“There’s only a handful of law firm platforms that can position their partners to be in such a position,” he said.

Mega Deal Surge

According to LSEG, worldwide M&A activity totaled \$3 trillion during the first nine months of 2025, an increase of 33% compared to year-ago levels and the strongest opening period for deal-making since 2021.

Four of the largest deals of the year by value occurred in Q3. The largest deal of the year remains the late July \$87.56 billion merger between Union Pacific and Norfolk

Southern. The second largest deal of the year, the PE buy of videogame maker Electronic Arts for \$49 billion, occurred on September 29. Other Q3 deals on the top ten list include Palo Alto Software purchasing Cyberark Software for \$24.7 billion and the \$23.4 billion buy of Teck Resources by Anglo American.

Still, by number of deals, the nearly 37,000 deals announced during the first nine months of 2025 was a 7% decrease compared to year-ago levels and a five-year low.

Mega deals continued to pump up total worldwide deal value. LSEG counted about 45 deals that were valued at more than \$10 billion in the first three quarters of the year, totaling \$915.6 billion. That’s an increase of 89% compared to 2024 levels and marks the strongest period for mega deals, by number, since records began in 1980, LSEG said.

Meanwhile, the number of mid-market deals continues to be relatively lower this year. The value of

worldwide M&A below \$500 million totaled \$602.4 billion during the first nine months of 2025, up 3% by value and an 8% decrease, by number of deals, compared to 2024 levels, LSEG said.

Private equity-backed M&A was up 27% year over year, and PE-backed buyouts constituted 22% of the overall market so far in 2025.

Patrick Smith can be reached at psmith@alm.com. X: @nycpatrickd

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TO
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Contact
Shawn Phillips
at 215-557-2340
or sphillips@alm.com

Court Calendars

First Department

APPELLATE DIVISION

The following cases have been scheduled for pre-argument conference on the dates and at the times indicated:

Renwick, P.J., Manzanet, Kapnick, Webber and Kern, J.J.

WEDNESDAY, OCT. 8

10 A.M.

656443/22 Bank of Utah v. Aboughazale
652387/22 Board of Managers v. World-Wide Holdings

TUESDAY, OCT. 14

12:30 P.M.

813693/21 Ruffin v. Scf Cedar

FRIDAY, OCT. 17

10 A.M.

650314/24 Exceptional Media Ltd v. Chainalysis, Inc.

MONDAY, OCT. 20

10 A.M.

304792/18 Sherry v. Hogan

TUESDAY, OCT. 21

10 A.M.

650681/18 Government of Saint Lucia v. 126 E 36th Street

2 P.M.

654264/24 Qualified Industries v. Legends Hospitality

THURSDAY, OCT. 23

11 A.M.

651725/22 Rivas v. M3dicine Holdings

FRIDAY, OCT. 24

9:30 A.M.

153055/23 McGeehan v. 14th Street HK Realty
30842/18 Ferreira v. Mega Contracting
159443/20 Mayzone v. Kramer

MONDAY, OCT. 27

9 A.M.

803262/21 Blanco v. Glicker Realty

11 A.M.

161132/22 Gil v. GVS Properties II

1 P.M.

156184/19 Norris v. MSG Networks

TUESDAY, OCT. 28

9 A.M.

25403/20 Moore-Reason v. Manhattan College

11 A.M.

651299/21 Arcadia I LLC v. Haggerty

WEDNESDAY, OCT. 29

10 A.M.

656798/21 901 Properties v. Bear Glass Inc.

WEDNESDAY, NOV. 5

10 A.M.

650973/17 Talking Capital Windup v. Omanoff

THURSDAY, NOV. 6

2 P.M.

654264/24 Qualified Industries v. Legends Hospitality

TUESDAY, DEC. 2

10 A.M.

652913/19 Murphy Kennedy Group v. Board of Managers

APPELLATE TERM

60 Centre Street

Room 401

10 A.M.

Commencing with the September 2025 Term, all oral arguments at the Appellate Term, First Department will be in person. Counsel and pro se litigants also have the option to submit.

The following cases are on for submission. No appearance is necessary.

New York County

SUPREME COURT

Ex-Parte Motion Part And Special Term Part

Ex-Parte Motions
Room 315, 9:30 A.M.

Special Term Proceedings
Unsafe Buildings
Bellevue Psychiatric Center
Kirby Psychiatric Center
Metropolitan Hospital
Manhattan Psychiatric Center
Bellevue Hospital

The following matters were assigned to the Justices named below. These actions were assigned as a result of initial notices of motion or notices of petition returnable in the court on the date indicated and the Request for Judicial Intervention forms that have been filed in the court with such initial activity in the case. All Justices, assigned parts and courtrooms are listed herein prior to the assignments of Justices for the specified actions. In addition, listed below is information on Judicial Hearing Officers, Mediation, and Special Referees.

IAS PARTS

1 Silvera: 300 (60 Centre)
2 Sattler: 212 (60 Centre)
3 Cohen, J.: 208 (60 Centre)
4 Kim: 308 (80 Centre)
5 Kingo: 320 (80 Centre)
6 King: 351 (60 Centre)
7 Lebotts: 345 (60 Centre)
8 Koltov: 278 (80 Centre)
9 Capit: 355 (60 Centre)
11 Frank: 412 (60 Centre)
12 Stroth: 328 (80 Centre)

COURT NOTES

FIRST DEPARTMENT

Appellate Term

December 1st Session To Be Held in the Bronx

Presiding Justice Ta-Tanisha D. James has announced that the Appellate Term, First Department will hold its December 1, 2025, session at the landmark Bronx County Courthouse, located at 851 Grand Concourse. The session will be held in the ceremonial courtroom, Room 711, commencing at 10:00 am. The bench will be comprised of Justice Mary Ann Brigantti, Justice Bianka Perez, and Justice Paul Alpert.

Filing Dates for the November Term

The November 2025 Term of the Court will commence on Nov. 3, 2025. The last dates for filing for that term are as follows: The Clerk's Return, Record on Appeal, Appendices, Notice of Argument and Appellant's Briefs must be filed on or before Sept. 10, 2025. Respondent's Briefs must filed on or before Oct. 3, 2025. Reply Briefs, if any, must be filed on or before Oct. 10, 2025.

BRONX COUNTY

Surrogate Court

Court Continues To Seek Applicants For Deputy Public Administrator

Application Deadline is Oct. 30

The Bronx County Surrogate, Hon. Nelida-Malave Gonzalez, seeks applicants for the position of Deputy Public Administrator. Under the general supervision of the Public Administrator, the incumbent is responsible for the investigation, documentation, and administration of estates of persons who die intestate in the absence of readily accessible next-of-kin, or estates assigned to the Public Administrator by the Surrogate Court.

Graduation from a college or university with a bachelor's degree and three years of experience in accounting, business management, investments, finance, real estate, law degree or related fields is preferred for candidates applying for the Deputy Public Administrator Position.

Candidates should have knowledge of accounting practices; familiarity with personal assets, methods of determining value, and markets for their disposal, as well as working knowledge of the laws related to the work of the Public Administrator in Bronx County. Incumbent must be bondable.

Interested persons may apply by submitting a cover letter, stating their qualifications and their resume to:

Bronx County Public Administrator
Danielle S. Powell
851 Grand Concourse, Room 336,
Bronx, NY 10451.

Applications must be received no later than October 30.

An equal opportunity employer

NEW YORK CIVIL COURT

Housing Part

Court Seeks Applicants for Housing Court Judgeships

Application Deadline is Nov. 6

Hon. Douglas Hoffman (Ret.), Chairperson of the Advisory Council for the Housing Part of the Civil Court of the City of New York, today announced that the Advisory Council has begun the process of soliciting applications for Housing Court Judge positions.

In order to encourage interest in applying and to provide sufficient time for a full review of candidates, applications will be accepted through November 6, 2025, at 5 p.m.

Housing Court Judges are appointed to five-year terms. They are required to have been admitted to the New York State Bar for at least five years, two of which must have been in an active and relevant practice. In addition, they must be qualified by training, interest, experience and judicial temperament and knowledge of federal, state, and local housing laws and programs. The present salary for Housing Court Judge is \$216,400 per year.

Persons interested in applying to become a Housing Court Judge may obtain a questionnaire from the courts website, Advisory Council - NY Housing | NYCOURTS.GOV . In as much as November 6, 2025, has been established as the deadline date for submission of such applications, Judge Hoffman encourages all applicants to obtain, complete and submit the original questionnaire as soon as possible. Applications can be emailed to dcainychousing@nycourts.gov and the original mailed to the Office of the Deputy Chief Administrative Judge Adam Silvera, 111 Centre Street, Room 1240, New York, New York 10013. Dated: September 9, 2025

NEW YORK STATE COURT OF APPEALS

Deadline for Amicus Curiae Motions in 'Matter of Seneca Meadows v. Town of Seneca Falls'

The Court has calendared the appeal in Matter of Seneca Meadows v Town of Seneca Falls (APL 2025-00116) for argument on November 20, 2025. Appellant's brief is due by October 9, 2025. Respondents' brief is due by October 30, 2025. Appellant's reply brief is due by November 6, 2025.

Motions for permission to file a brief amicus curiae must be served personally or by overnight delivery service no later than November 3, 2025 and noticed for a return date no later than November 10, 2025.

Questions may be directed to the Clerk's Office at (518) 455-7705.

U.S. DISTRICT COURT SOUTHERN DISTRICT

Position Available for Chief Counsel To the District Court (Supervisory Pro Se Law Clerk)

Location: 500 Pearl Street, New York
Class Level: JSP 15

Salary: \$172,621-\$195,200 (Based on qualifications and experience)

Closing Date: Open Until Filled

Priority will be given to applications received by Oct 3, 2025

Vacancy No: 25-12

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DESCRIPTION

The Chief Counsel manages one of the largest Pro Se Litigation Offices in the Federal Judiciary. This position reports directly to the Chief Judge of the District Court, with policy guidance from the Court's Pro Se Committee, and oversees an office responsible for assisting the District and Magistrate Judges with their pro se docket, currently over 2200 pro se cases courtwide.

POSITION OVERVIEW

The principal responsibilities of the Chief Counsel are to lead the Office of Pro Se Litigation, which currently comprises 7 attorneys, and support the District and Magistrate Judges of the Court in handling the civil pro se docket. The Office of Pro Se Litigation assists the Court in carrying out its statutory obligations under 28 U.S.C. §1915(e)(2) and §1915A to screen civil complaints filed by incarcerated people and those with in forma pauperis status. These cases are predominantly civil rights actions, including employment discrimination actions, and petitions for writs of habeas corpus. The Chief Counsel works closely with the leadership team of the Clerk's Office to establish and maintain systems that are both efficient and appropriately solicitous to pro se litigants. This includes the preparation of manuals, guides, and other memoranda for the benefit of pro se litigants and chambers. The Chief Counsel co-runs the Pro Bono Program, which connects pro se litigants in need of counsel with volunteers from the SDNY bar.

The Chief Counsel reports to the Chief Judge on legal matters in pro se cases on the Chief Judge's docket and internal management of the Office, and also to the District Executive's Office on operational matters, and collaborates with the Pro Se Committee, a team of judges, on other internal initiatives. In addition, the Chief Counsel maintains external relationships that support the SDNY's pro se docket: the Chief Counsel serves as a primary liaison to the Pro Se Clinic, currently managed by the City Bar Justice Center, which provides legal advice to pro se litigants, and communicates with counterparts around the country and the governing body at the Administrative Office of the U.S. Courts to stay abreast of budgetary developments and, where appropriate, to present the position of the Office.

Court initiatives may require collaboration with local stakeholders, including the offices of the United States Attorney, the New York State Attorney General, and the New York City Corporation Counsel, as well as with the prisons and jails within the district. In connection with the Pro Bono Program, the Chief Counsel coordinates programs and events with the private bar and participates in bar activities and committees.

DUTIES AND RESPONSIBILITIES

The Chief Counsel, under the direction of the Chief Judge, is responsible for hiring, training, supervision, and general management of the staff attorneys, which includes performance evaluation. The Chief Counsel is responsible for ensuring that the Office's handling of its screening duties remains responsive to developments in the law, appropriately solicitous to pro se litigants, and operationally manageable. Day-to-day duties and responsibilities of this position include reviewing the staff attorneys' written work and legal analysis, coordinating with Clerk's Office staff on operational matters relevant to the pro se docket, and managing and promoting the Court's Pro Bono Program. Management of the Court's Pro Bono Program involves providing advice to chambers on cases in need of counsel, frequent communication with the private bar, distribution of a monthly newsletter that solicits assistance from volunteer lawyers, and collaboration with bar associations. Project management of internal initiatives requires scheduling check-ins with participants and communicating developments to the relevant stakeholders.

REQUIRED QUALIFICATIONS

Applicants must possess a Juris Doctor degree from a law school accredited by the American Bar Association and be admitted to the bar in a federal court of general jurisdiction. Applicants also must have excellent academic credentials and superior analytical, research, and writing skills with law review or equivalent legal research experience. Competitive applicants will have at least three years of post-law school relevant legal experience such as working as a pro se or death penalty law clerk or other experience in areas of legal work that come before the pro se and death penalty law clerk programs, including civil rights claims brought under 42 U.S.C. § 1983. Applicants with significantly more experience are preferred. All applicants should emphasize any supervisory and/or managerial experience; experience directing the workflow within an office; experience reviewing professional legal staff work products; and experience training law clerks or other professional legal staff on standards of performance. Applicants must possess a solid grounding in federal jurisdiction and civil procedure. The Court seeks highly qualified applicants with diverse backgrounds and experience.

APPLICATION PROCEDURE

To be considered for this position, applicants must submit a cover letter, resume (including law school class rank and/or percentile if available), law school transcript, self-edited writing sample, and a list of at least three professional references. Only applications submitted via e-mail will be accepted. It is preferred for the applications to be submitted in a single PDF document, and for candidates to include the vacancy number and position title in the subject field of the e-mail containing the application. Applications submitted as zip files, cloud files and/or links will not be accepted. Applications that do not conform to the above procedures will not be considered. Only candidates selected for the next step in the hiring process will be contacted. Please submit your application to: DEJobs@nysd.uscourts.gov.

Applicants must be U.S. citizens or lawful permanent residents seeking U.S. citizenship. Employees of the United States District Court are not included in the government's Civil Service classification and are at-will employees. All employees are required to adhere to the Code of Conduct for Judicial Employees. The successful candidate for this position is subject to a background check. This position is subject to mandatory electronic funds transfer for payment of net pay.

3 100743/25 Sanchez Cordero v. Traffic Enforcement Dist.
4 100743/25 Sanchez Cordero v. Traffic Enforcement Dist.
5 100749/25 Squirewell v. Law Office of Michael Lamonsoff

Paperless Judge Part WEDNESDAY, OCT. 8

160793/25 139 East 57th St. LLC v. Darigo

653494/25 150 Sullivan Food, Inc. v. 349 Commercial L.P. Et Al

150976/23 50 West St. Condominium Et Al v. Jdm

Washington St. LLC

655912/24 51st St. Co. LLC v. Micheal

154739/23 5421 Equities LLC v. Maxwell 52 Mgt. Inc. Et Al

160485/25 916-918 Third Ave. LLC C/o Lighthouse Properties LLC v. Murtaza

655898/24 American Transit Ins. Co. v. Alexander

659102/24 American Transit Ins. Co. v. Bacchus

659101/24 American Transit Ins. Co. v. Curiel

659099/24 American Transit Ins. Co. v. Jackson

659094/24 American Transit Ins. Co. v. Mitchell

659086/24 American Transit Ins. Co. v. Moore

154124/22 Andolsek v. NYC

654396/24 Arena Vantage Spv v. Actionable Process LLC Et Al

153082/25 Assaf v. NYC

159523/21 Baez v. Kelly

156027/25 Bock v. Jessica S. Tisch

951231/21 C. v. The Roman Catholic Archdiocese of NY Et Al

151363/25 Cabrera v. 736 Rlty. LLC Et Al

651150/24 Certain Underwriters At Lloyd's v. Basf Corp. Et Al

850018/24 Citizens Bank Na v. Li

452296/24 NYC v. Melendez

451900/24 NYC v. NYC Blinds

158241/24 Con Ed Co. of NY v. Hyland Datacom & Electrical

160183/23 Derrickson v. Cutone

159553/19 Diaz v. Miranda

156033/25 Donet v. Jaya Apparel Group LLC

653234/22 Endurance American Ins. Co. Et Al v. Stonex

Commodity Solutions

100944/24 Eavrt v. Rose Esq.

159334/24 Fc Marketpl. v. Enbanc LLC Et Al

651154/25 Fora Financial Asset Securitization 2024 v. Acrx

153398/23 Garbowski v. Amp Prop. Owner L.P. Et Al

152584/21 Gelormino v. Retirement Systems of Alabama Hldg.

314555/10 Glemaud v. Glemaud

151175/25 Govt. Employees Ins. Co. v. Access Pharmacy, Inc. Et Al

651701/23 Greenland Asset Mgt. Corp. v. Microcloud Hologram, Inc. Et Al

154589/19 Guerrero Sotelo v. Herald Acquisition Corp. Et Al

452685/22 Gumbs v. Mta Bus Co. Et Al

153960/25 Haeun Jung v. Veras

154564/25 Han v. The NYCTA Et Al

150106/24 Herman v. NYC

159921/23 Hertz Vehicles v. Active Life Chiropractic

157927/14 Hill v. Steinbrech

159064/23 Hooker v. Kedem Rlty. 415 LLC Et Al

159253/20 Huang v. Chan

452035/25 In The Matter of The Application of NY Black Car Operators' Injury Compensation Fund Inc. A/k/a NY Black Car Fund As Subrogee of Eroid

Beaubrun v. Navigators Ins. Co. 651270/25 James v. Council of Urban Professional

156592/24 Jerez Betances v. 256 Wadsworth LLC

156792/24 Jimenez v. 95-101 Thayer St NY LLC

152730/25 Karr v. NYC Et Al

651654/23 Kledaras v. Atreyu Group LLC Et Al

150917/24 Kohavi v. Sharara

650132/25 Lee Anav Chung White Kim Ruger & Richter Llp v. Satovsky

653384/24 Liberty Mutual Ins. Co. Et Al v. Figueroa

150728/24 Lopez v. Fong

155622/24 Lubliner v. Hampton Hills Associates Et Al

159859/21 Mascia v. Wappinger Shopping Center LLC Et Al

158469/22 Melikyan v. Whole Foods Market Group, Inc.

160734/23 Merchan Morcho v. 235 West 107th St. Housing Dev. Fund Corp. Et Al

161001/24 Mitnick v. Citybridge

654125/25 Modern Bank v. Zepeda

653702/20 Nat. Union Fire v. Ace American Ins. Co.

152586/23 Normanus Rlty. LLC v. 154 E. 62 LLC

652577/25 Northville Industries Corp. v. Ages Marine Ins. Co. Et Al

161421/24 Nunez v. NYC Et Al

151632/24 O'Dell v. Sifunjo

650600/25 Odeh 26 LLC v. Neuffer Fenster (plus) Turen Gmbh

A.K.A Neuffer Windows (plus) Doors

659074/24 Otg Concessions Mgt. LLC v. Yor Inc Et Al

158999/17 Paul v. Davidson

160252/19 Pina v. NYCHA

656519/20 Pjsc Nat. Bank Trust v. Pirogova

157420/24 Radjeva v. NYC Et Al

604381/98 Ray v. Ray

653823/25 Reeves v. Quora Et Al

655063/25 Renjie Xu Et Al v. Hebbia Inc.

160660/24 Rodriguez Cuevas v. Planet 550 Corp. Et Al

159999/25 Roth & Roth v. NYCTA Et Al

650608/19 Sabr Chemicals Group v. Northeast Chemicals, Inc.

653200/24 Samuel Rosa v. Johnson Security Bureau, Inc.

155524/25 Sanchez v. NYCHA

157290/25 Shah v. 911 Memorial & Museum Et Al

850013/24 Shanghai Commercial Bank Ltd. v. Chen Foundation, Inc. Et Al

155926/24 Somerville v. Belair Corp. Et Al

157264/19 Sosa v. NYC

655336/25 Sq Advance v. Arrow Public Squares Funding LLC Et Al

152966/23 Morelowski v. 9 East 75th St. LLC Et Al
850082/19 Mtglg Investors v. Davidson
805336/17 Negron v. New Jewish Home
155939/25 O'Connor v. Jopal Gsb
156132/24 O'Dell v. Sifunjo
157824/22 Puentes Valencia v. First Ave. Parking
653304/25 Quinn McCabe Llp v. Luth
152821/25 Rodriguez v. Roosevelt Island Operating Corp.
162304/25 Ross v. Pfizer Inc. Et Al
157827/20 Rybak v. Platta
155556/23 Salce v. Norbu
158655/25 Scott v. 118-120 E4 Prop. Owner LLC
655309/25 Shan v. Singularity Future Tech.
805034/22 Sobrino v. Metro. Hosp. Et Al
150142/25 State Farm Fire And Casualty Co. v. Ai Ortho, Inc. Et Al
153656/25 State Farm Fire And Casualty Co. v. Lane
161719/24 Super Pc Systems Inc. v. Newa LLC Et Al
156308/25 Super Pc Systems, Inc. v. Tilia Bar & Grill, Inc. Et Al
162189/25 The City Et Al v. NYC Office Of The Mayor Et Al
150063/23 The Cooper Union For The Advancement of Science & Art v. N.Y. Restaurant Supplies, Inc.
150064/23 The Cooper Union For The Advancement of Science & Art v. Panya Inc. of N.Y.
150065/23 The Cooper Union For The Advancement of Science & Art v. Shrank, Inc.
158913/25 The Legal Aid Society v. Fire Dept. of NYC
155591/25 Travelers Excess And Surplus Insns. Co. v. Fortune
161081/18 Valentzas v. 685 First Rty. LLC
156938/23 Wasyl Zinkewitsch v. Stephen Atmanuch
156359/25 Weinberger v. NYCH&HC Corp. A.K.A Coney Island Hosp. And NYCH&HC Hosps. South Bklyn. Et Al
850305/24 Wells Fargo Bank v. Papalias
157992/25 Williams v. 305-307 West 150 LLC Et Al
155785/23 Yuquilema Balla v. Halletts Bldg. 3 Spe LLC Et Al
160412/23 Zoida v. Elrac, Inc. Et Al

FRIDAY, OCT. 10

652572/25 131 & 137 7th Ave South LLC v. P03 Inc. A/a/o P04 Inc. Et Al
652147/23 160 East 125th Owner LLC Et Al v. Accident Fund Ins. Co. of America
654714/25 Zuber v. W. 131 St LLC v. Barton
656729/21 315 B'way. v. B'way. Spirits Inc. Et Al
155639/23 348 E. 110 Rty. LLC v. Shetline
654013/24 36 St. Rty. Mgt. LLC v. Precious
155423/25 652 West 160th St. Equities LLC v. Conteh
653803/20 Agbo v. Constantin Associates
6501176/25 Airela LLC v. American Copper Bldg.
655728/24 American Transit Ins. Co. v. Bradford Jhole Et Al
659095/24 American Transit Ins. Co. v. Dare
659226/24 American Transit Ins. Co. v. Guzman
655908/24 American Transit Ins. Co. v. Hart
655726/24 American Transit Ins. Co. v. Luis Farias Et Al
159825/20 Antoine v. NYC
652465/25 Arthur J. Semetis v. Vector Bldg. Corp.
655733/24 Arya Capital LLC v. Golsuities
654427/25 Astor Retail Associates v. The Alley Friends LLC Et Al
159753/24 Ave. Capital Group v. Strum
155248/21 Batchelor v. 150 Riverside Op. LLC Et Al
161470/15 Bay Plaza Mall v. Argonaut Ins. Co.
652534/24 Bb Energy USA LLC v. Keyera Energy Inc
653519/24 Beauce-Atlas USA Corp., D/b/a Les Consts. Beauce Atlas Inc. v. Bolivar Builders
651208/23 Beauty Gem, Inc. v. Joshi
157762/24 Berger v. NYC
653222/23 Big Real Estate Capital I v. Abs Mgt. & Dev. Corp. Et Al
850018/25 Board of Mgrs. of Tribeca Townhomes At 16 Warren St. Condominium on Behalf of The Unit Owners of Tribeca Townhomes At 16 Warren St. v. 16 Warren St. Ph
190119/16 Bondages v. Aero Int'l
850537/17 Brandt v. Ahmad M.D.
656460/21 Buchman v. 117 East 72nd St. Corp. Et Al
153278/20 Byrd v. 888 Seventh Ave. Fee
160219/25 Calise .. v. Romanowski
161602/24 Cardona Parra v. Titan Golden Prop. Investor LLC Et Al
160834/22 Carson Family 2013 Dynasty Trust Et Al v. Infinity Q Capital Mgt. LLC Et Al
156045/22 Cashabamba v. Vincent De Filippo
850050/21 Chang Hua Commercial Bank v. Waterscape Resort II
154537/25 Cioffi v. The Bronze Owl NYC Et Al
657110/21 Cirillo v. Green Crown LLC A/a/o Green Crown 669
156094/25 Clements v. Platt
152882/25 Coleman v. Pochoda
152882/23 Collins v. 160 East 28th & 134 Ninth LLC Et Al
453950/21 Comm'rs. of The State Ins. Fund v. The Metro Group
156654/22 Cruz Pataky v. 1199 Housing Corp. Et Al
453052/24 Cruz v. NYCHA Et Al
150150/21 Daly v. Holtruss
151501/25 Dark Alley Media v. Videopapp Inc. Et Al
159257/24 Doe v. Combs
158693/24 Doe v. Kirby
950092/19 Doe v. Roman Catholic Archdiocese
153998/25 Douglas Elliman Real Estate v. Villanova Heights, Inc. Et Al
650497/25 Dpw Transportation, Inc. v. Goldland Service Corp.
652705/25 Eic Associates, Inc. v. NYC

850015/24 Fannie Mae v. 82-84 Wadsworth Ave Hldg. Co. LLC Et Al
156365/25 Fidelity Nat. Title Ins. Co. v. Boundary Title Services, Inc.
157467/25 Florica v. Tisch
156838/24 Fisher v. Hudson Hall LLC Et Al
160964/22 Flint Hills Diversified Strategies L.P. Et Al v. Infinity Q Capital Mgt. LLC Et Al
155256/25 Flores v. Green
152733/25 Forbes v. Combs
158312/19 Frame v. NYC Et Al
157443/25 Francisco v. Aqua Laundromat LLC Et Al
157748/25 Gaden v. 319 West 89th St. Apt. Corp. Et Al
655177/23 Gal Group Inc. v. Tea Bistro Inc.

653202/25 Gelinas v. As Builders Inc. D/b/a Jwc Const. LLC Et Al
655249/25 Grace Holmes, Inc. Et Al
156094/25 Grace Holmes, Inc. Et Al
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156365/25 Fidelity Nat. Title Ins. Co. v. Boundary Title Services, Inc.
157467/25 Florica v. Tisch
156838/24 Fisher v. Hudson Hall LLC Et Al
160964/22 Flint Hills Diversified Strategies L.P. Et Al v. Infinity Q Capital Mgt. LLC Et Al
155256/25 Flores v. Green
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158312/19 Frame v. NYC Et Al
157443/25 Francisco v. Aqua Laundromat LLC Et Al
157748/25 Gaden v. 319 West 89th St. Apt. Corp. Et Al
655177/23 Gal Group Inc. v. Tea Bistro Inc.

653202/25 Gelinas v. As Builders Inc. D/b/a Jwc Const. LLC Et Al
655249/25 Grace Holmes, Inc. Et Al
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655177/23 Gal Group Inc. v. Tea Bistro Inc.

653144/25 Heineken Beverages Int'l (pty) Ltd. v. Soleil Chartered Bank
152844/24 Hernandez v. Southern Land Co.
155754/25 Hernandez v. Northeast Education Dev. Corp. Et Al
850446/24 Hny Club Suites Owners Assoc. Inc. v. By And Through Its Board of Directors v. Transformation Consultants
850272/24 Hny Club Suites Owners Assoc. Inc. v. By And Through Its Board of Directors v. Paul
160021/24 Hopkins v. Netflix Inc
161251/25 Huey v. Hinge, Inc. Et Al
654833/25 Itria Ventures LLC v. Pearle 88 Inc Dba Meme America Et Al
161092/22 Jiminian v. Potter
158320/25 Jones v. Jing Fong Restaurant, Inc.
653937/25 Kim v. Davidson
651211/25 Latitude Prop. Group LLC v. American Dream II Hotel LLC Et Al
152982/19 Levine v. NYC
161934/25 Levine & Blit v. Jp Morgan Chase Bank N.A. Et Al
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156908/25 Marksberry v. Tisch
150133/13 Martinez Maria v. Kwik Rty. LLC
159944/23 Martinez v. Floral Home Care
650777/24 Metcalf v. Safirstein Metcalf
650705/24 Monari v. Lu
153869/19 Montoya v. Empire State Dev.
159902/25 Morales v. NYCTA Et Al
654275/25 Mount Sinai Health Partners Ipa v. Health Ins. Plan of Greater N.Y. Et Al
158058/25 Mmpl Investments Ltd. v. Gu
653072/25 N.Y. Quality Healthcare Corp. v. Activis Holdco U.S., Inc. Et Al
162259/24 Nova Const. Services v. Wrg Const., Inc. Et Al
805260/23 O'Toole v. Gorenstein Md
659877/24 Pattern Energy Group Lp v. Perillo
159439/18 Paulino v. Shangri-La Astoria, Inc.
158071/21 Raphael v. NYC Et Al
654748/25 Relx Inc. v. Ltsvin
155515/23 Rodriguez v. Two Forty Six Wadsworth Associates Et Al
162607/14 Romano v. Rodriguez
155524/22 Rosenberg v. 162-164 82nd St. LLC Et Al
653658/21 Royalty Recovery, Inc. v. Steve Jordan P/k/a Stevie J Et Al
161710/24 Sajjad v. Sheridan
159277/22 Sanchez Melendez v. Omnibuild Const., Inc. Et Al
155345/20 Scanlon v. Howard Hughes Corp.
155072/23 Silverio v. A. Michael Tyler Rty. Corp. Et Al
652113/24 Sig 810 Seventh Lessee LLC v. Tydel Hldg. Corp.
161051/21 Sokolov v. Trader Joes East Inc. Et Al
655527/25 Square Funding Cali LLC v. True Vision Dev., Inc. Et Al
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150128/24 State Farm Fire And Casualty Co. v. Azamov
152310/24 State Farm Fire And Casualty Co. v. Lopez
159576/24 State Farm Mutual Automobile Ins. Co. v. Cothias
156307/24 State Farm Mutual Automobile Ins. Co. v. Evararo
152451/25 State Farm Mutual Automobile Ins. Co. v. Ganesh
158815/25 Surveillance Tech. Oversight Project, Inc. v. NYC Police Dept.
655838/23 Tandym Group v. Wright
452571/25 NYC Dept. of Finance v. Bank of America
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452784/24 NYC Et Al v. Huang
160830/22 The Glenmede Trust Co. v. Infinity Q Capital Mgt. LLC Et Al
651527/20 Turner Const. Co. v. Flight Center Hotel
105925/08 U.S. Bank Nat. Assoc. v. Carlton
850259/25 U.S. Bank Nat. Assoc., As Trustee For The Registered Holders of Wells Fargo Commercial Mortgage Securities, Inc., Multifamily Mortgage Pass-Through Certificates, Series 2018-Sb57 v. 145 Allen Legacy Ltl Liability Co. Et Al
159613/22 United Fifth v. Clara Angel Inc. Et Al
162715/25 United of Omaha Life Ins. Co. v. NYS Dept. of Financial Services
150120/20 Vago v. NYC
190129/15 Valley v. A.O. Smith Water Prods. Co.
655662/25 Ventas Integrity Consulting LLC v. Casa Del Sol Spirits Co.
850192/22 Wells Fargo Bank v. Wang
156495/25 Williams v. Clifford
160517/20 Wilson v. La Casa Nuestra Housing Dev. Fund Corp. Et Al
153181/22 Wong v. NYC Et Al
160816/23 Yanza Chimbay v. 726 Eight LLC Et Al
653398/22 Yes I Can Services, Inc. v. NYC Dept. of Education Et Al
154565/23 Zang v. Savills, Inc. Et Al

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257650/17 16 East 55th St. v. Tax Comm. of The
264995/16 1628 Second Ave. Condominium v. The Tax Comm.
259810/18 207 Madison Owners LLC v. The Tax Comm. of NYC
266603/20 220 East 60 v. The Tax Comm. of NYC
256351/17 298 Fifth Ave. Corp. v. The Tax Comm. of NYC
256957/17 304 West 49th Garage LLC v. Tax Comm. of The
255094/15 310 East 23 Retail v. Tax Comm. of The
261956/16 315 E 57 LLC v. The Tax Comm. of The
260088/15 320 W 87th St., Inc. v. Tax Comm. of The
250733/17 323 West 34th St. LLC v. Tax Comm. of The
259141/15 37 West 2nd St., Inc. v. The Tax Comm. of NYC
265534/22 40 Mercer Retail Hldgs. v. The Tax Comm. of NYC
253274/14 402 Sixth Ave. LLC v. Tax Comm. of The
256209/17 450 Village Co. v. The Tax Comm.
262108/18 56th St. Commons LLC v. The Tax Comm. of NYC
250008/13 62nd St. East, Inc. v. The Tax Comm.
254854/22 697 Fifth/2 E 55th St Tic A Titleholder LLC & 697 Fifth/2 E 55th St Tic B Mortgage Borrower LLC v. The Tax Comm. of NYC
253412/15 70 Broad LLC v. Tax Comm. of The
262047/17 716 Lexington Ave. LLC v. Tax Comm. of The
657016/21 80-82 Bowery LLC v. Lin 251937/17 86th St. Tenants Corp. v. Tax Comm. of The
250736/17 9 West 35th St. LLC v. The Tax Comm. of NYC
257574/12 A. Trenkmann Estate, Inc. v. The Tax Comm.
253343/14 Beaux Arts II v. Tax Comm. of The
260361/12 Beaux Arts Rty. v. The Finance Admin.
259461/15 Blair House Condominium v. Tax Comm. of The
256533/20 Bldg 888 Llc v. The Tax Comm. of NYC
260651/18 Bldg. 424 Olive LLC v. The Tax Comm. of NYC
259877/18 Broome-Thompson v. The Tax Comm.
251618/17 Century Condominium v. Tax Comm. of The
257734/22 Crown Ny Retail Acquisitions LLC v. The Tax Comm. of NYC
251193/21 David Ellis Real Estate v. The Tax Comm. of NYC
254702/21 David Valoz & Tsvia East Inc. Et Al
655527/25 Square Funding Cali LLC v. True Vision Dev., Inc. Et Al
160173/24 State Farm Fire And Casualty Co. v. Ace Med Supplies Inc. Et Al
150128/24 State Farm Fire And Casualty Co. v. Azamov
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805437/23 Dispenza v. Fang Md
805314/20 Downes v. Mullhall
805197/21 Egan v. Hosp. For Special Surgery
805305/21 Fujitani v. Millennium Dental Services
805330/20 Ghassemi v. New York-Presbyterian Univ.
805253/22 Ghelarducci v. Struhl M.D.
452867/22 Glover v. Delacure M.D.
805042/23 Gray v. NYU Langone Winthrop Hosp. Et Al
805144/20 Griffen v. Abed M.D.
800033/101 L. v. Teaiwa-Rutherford M.D.
805082/22 James Lee v. Lenox Hill Hosp. Northwest Health Et Al
805188/17 Khaimov v. Washington Heights Imaging
805039/17 Kuehner v. Brown
800033/10 Lewis v. Teaiwa-Rutherford
805379/23 Manna v. Chabot M.D.
805238/24 McMullen v. Porder Md
805335/22 Millman v. Scherr M.D.
805271/22 Murray v. The Madison Square Garden Co. Et Al
805260/23 O'Toole v. Gorenstein Md
805345/23 Osei v. Bederson Md
805050/23 Paulino v. Middlesworth M.D.
805352/21 Richardson v. Wang
805126/24 Rojas v. Get Adjusted Chiropractic PC. Et Al
805052/25 Rothbart v. Weinstein Md
805011/220 Ruvalo v. Rudick
805099/21 Sadura v. Caridi M.D.
805035/23 Scheller v. Tewari
805037/23 Schilowitz v. The Mount Sinai Hosp. Et Al
805385/21 Schmidt v. The NY And Presbyterian Hosp. Et Al
805238/20 Stella Kaufman v. Nishimura Md
805100/24 Walls v. Simkha Dds
805032/25 Zhao v. Jin M.D.

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CITATIONS NY

ACCOUNTING CITATION
- File No. 2021-1606/A -
SURROGATE'S COURT -
BRONX COUNTY CITATION
- THE PEOPLE OF THE STATE OF NEW YORK, By the Grace of God Free and Independent, - TO: Susan M. Hasbrouck; Linda Bowman; Margaret Shoe-maker; Joann Amanna; Arlene F. Boute as personal representative of the Estate of Nicholas Ray Riccardi; Gloria Riccardi Wilson; Attorney General of the State of New York; the New York State Department of Taxation and Finance; and The unknown distributees, next of kin and heirs at law of: ELEANOR AMANNA, a/k/a ELEANOR M. AMANNA, deceased, if living, or if dead, to their respective distributees, next of kin, heirs at law, legatees, devisees, beneficiaries, fiduciaries, assignees, creditors or other successors in interest, whose names and post office addresses are unknown and cannot be ascertained after due diligence; A Petition having been duly filed by Danielle S. Powell, Public Administrator, Bronx County, having offices at 851 Grand Concourse, Bronx, New York 10451; NO IN-PERSON APPEARANCES SHALL BE MADE ON THE RETURN DATE unless a party notifies the Court that it wishes to appear in person before the scheduled court appearance. YOU ARE HEREBY CITED TO SHOW CAUSE by making a virtual appearance before the Surrogate's Court of the State of New York, Bronx County, at 851 Grand Concourse, Room 406, Bronx, New York 10451 on October 30, 2025 at 9:30AM, why the Court should not grant the following relief: (1) Why the account of Danielle S. Powell, Public Administrator, of Bronx County of all the singular goods, chattels, and credits of Eleanor Amanna, deceased, who at the time of her death was a domiciliary of 5901 Palisade Avenue, Bronx, NY 10471 should not be judicially settled; and (2) Why the legal fees of Gary S. Basso, Esq. in the sum of \$39,425.11 listed in Schedule C-1 of the account, should not be allowed with payment thereof in the sum of \$19,712.56 on the completion of the accounting of the interested parties herein and the balance of \$19,712.55 together with any additional legal fees by reason of any additional principal or income received with the balance of this to be paid on the entry of the decree on the accounting herein; and (3) Why the commissions of the Public Administrator of Bronx County, calculated pursuant to SCPA §2307, in the approximate sum of \$23,712.56 should not be allowed; and (4) Why the statutory impost fee should not be paid to the Public Administrator of the County of Bronx, pursuant to SCPA 1106 in the amount of \$6,570.85, one-half of one percent (\$3,285.42) to be paid upon the completion of jurisdiction herein, and that the other half (\$3,285.42) be paid upon the entry of a decree; and (5) Why the tax reserve in the sum of \$30,000.00 should not be established; and (6) Why the claim of Susan M. Hasbrouck for attorney's fees to file the administration petition in the amount of \$4,280.00 should not be disallowed; and (7) Why, in the absence of anyone appearing and filing objections hereto, the entire net distributable estate should not be paid to the Commissioner of Finance of the City of New York; and (8) Why, in the event that objections are filed herein, the Court should not hold a kinship hearing to establish the identity of decedent's distributees and grant relief pursuant to SCPA §2225, if appropriate; and (9) Why such other and further relief as the Court may deem just and proper should not be granted. THE CITATION (AND THE ACCOUNT SUMMARY) MUST BE SERVED WITH THE COURT'S VIRTUAL APPEARANCE NOTICE THE AFFIDAVIT OF SERVICE MUST STATE THAT THE CITATION, ACCOUNT SUMMARY, AND THE COURT'S VIRTUAL APPEARANCE NOTICE WERE SERVED ON THE CITED PARTY. Hon. Nelida Malave-Gonzalez Surrogate Dated, Attested and Sealed, August 26, 2025 ELIX R. MADERA-FLIEGELMAN, Chief Clerk Bronx County, Surrogate's Court Name of Attorney for Petitioner: Gary S. Basso Telephone Number: 718-931-1220 Address of Attorney: 1937 Williamsbridge Road, Bronx, New York 10461 Email: gsbassoesq@gmail.com [NOTE: This citation is served upon you as required by law. You are not required to appear, however if you fail to appear, it will be assumed you do not object to the relief requested. You have a right to have an attorney appear for you, and you or your attorney may request a copy of the full account from the petitioner or petitioner's attorney.] 14990 o1-W o22

CITATIONS NY

FILE No. 1991-3892/A — SURROGATE'S COURT: NEW YORK COUNTY — CITATION — THE PEOPLE OF THE STATE OF NEW YORK TO: The heirs at law, next of kin and distributees of Debora Szpiro a/k/a Debora Spyro a/k/a Debora Cytron, deceased, if living, and if any of them be dead to their heirs at law, next of kin, distributees, legatees, executors, administrators, assignees, and successors in interest whose names are unknown and cannot be ascertained after due diligence; - The Public Administrator of the County of New York; Attorney General of the State of New York; Office of the State Comptroller - Division of Legal Services; General Consulate of the Republic of Argentina in NY; - A Petition having been filed by Gabriel M. Astorloa, Attorney General of the Autonomous City of Buenos Aires, and an amended petition having been filed by Fernando Martin Ocampo, successor Attorney General of the Autonomous City of Buenos Aires, on behalf of the Minister of Education of the Autonomous City of Buenos Aires, in the Estate of Debora Szpiro a/k/a Debora Spyro a/k/a Debora Cytron, deceased, late of the City of Buenos Aires, Argentina who is domiciled or in the case of a corporation, its principal office, at Uruguay Street No. 458 of the Autonomous City of Buenos Aires, Republic of Argentina. YOU ARE HEREBY CITED TO SHOW CAUSE before the Surrogate's Court, New York County at 31 Chambers Street, Room 509, New York, New York, on OCTOBER 31, 2025 at 10:00 o'clock in the forenoon of that day, why a decree / order should not be made in the estate of Debora Szpiro a/k/a Debora Spyro a/k/a Debora Cytron, deceased, lately domiciled at the City of Buenos Aires, Argentina Petitioner Fernando Martin Ocampo, Attorney General of the Autonomous City of Buenos Aires, and successor interest to the Consul General of the Republic of Argentina, on behalf of the Minister of Culture and Education of the Republic of Argentina, a party to these proceedings, prays that a citation issue to the State Comptroller, the Attorney General and the New York County Public Administration to show cause why an order should not be made decreeing that the State Comptroller pay to petitioner the sum held by him in this estate with accrued interest after deducting his fees and charges, and why said Court should not grant petitioner such other relief as may be just and proper. Dated, Attested and Sealed, August 20, 2025 HON. HILARY GINGOLD Surrogate DIANA SANABRIA, Chief Clerk Name of Attorney: Silvia A. Bevilacqua, PC Address of Attorney: 78-27 37th Avenue, Suite 8, Jackson Heights, NY 11372 Telephone No.: (718) 457-8044 Email Address: silvia@bevilaw.com [Note: This citation is served upon you as required by law. You are required to appear. If you fail to appear it will be assumed you do not object to the relief requested. You have a right to have an attorney appear for you.] s17-W o8 13494

FOUNDATIONS

THE ANNUAL RETURN OF THE DAVID A. AND SHOSHANNA WINGATE FOUNDATION For the fiscal year ended May 31, 2024 is available at its principal office located at 6 HIGHLAND COURT, OLD WESTBURY NY 11568 for the inspection during regular business hours by any citizen who requests it within 180 days hereof. Principal Manager of the Foundation is BAT-SHEVA OSTROW. 15078 o8

THE ANNUAL RETURN OF The Roberts' Foundation For the calendar year ended 12/31/2024 is available at its principal office, located at 100 MERRICK ROAD, ROCKVILLE CENTRE NY 11550 for inspection during regular business hours by any citizen who requests it within 180 days hereof. Principal Manager of the Foundation is Ariene Roberts. 15287 o8

THE ANNUAL RETURN OF THE SUSAN DEVINE CAMILLI FOUNDATION For the calendar year ended December 31, 2024 is available at its principal office located at c/o Sheehan & Company, CPA, PC, 165 Orinoco Drive, Brightwaters, NY 11718 for the inspection during regular business hours by any citizen who requests it within 180 days hereof. Principal Manager of the Foundation is Susan D. Camilli. 15271 o8

LIQUOR LICENSES

NOTICE IS HEREBY given that license# NA-0340-25-130642 for liquor has been applied for by the undersigned to sell liquor at retail in a restaurant under the ABC law at 245 Park Ave NY, NY 10167, NY County for on-premises consumption. Cala245Park, LLC 245 Park Ave New York NY 10167 Oct1 w Oct8 14913

LIMITED LIABILITY ENTITIES

NOTICE OF FORMATION of Your Voice Matters Therapy Mental Health Counseling, PLLC. Arts of Org filed with Secy. of State of NY (SSNY) on 8/5/2025. Office location: BX County. SSNY designated as agent upon whom process may be served and shall mail copy of process against PLLC to 173 Huguenot Street, Suite 200, New Rochelle, NY 10801. Purpose: any lawful act. 15003 o01 W N05

NOTICE OF FORMATION of Journeys Psychotherapy LCSW PLLC. Arts of Org filed with Secy. of State of NY (SSNY) on 6/13/2025. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against PLLC to 157 East 86th Street, #451, New York, NY 10028. Purpose: any lawful act. 15171 o08 W N12

NOTICE OF FORMATION of RODRIGUEZ-JAQUEZ MEDICAL NY, PLLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 09/11/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: c/o URS Agents Inc., One Commerce Plaza, 99 Washington Ave., Ste. 805A, Albany, NY 12210. Purpose: to practice the profession of medicine. 15027 o1-W n5

NOTICE OF FORMATION of New York Cancer Veterinary Hospital PLLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 09/16/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 211 W 14th St, New York, NY 10011. Purpose: any lawful act. 15387 o8-W n12

NOTICE OF FORMATION of Margaret Shanley, LCSW, PLLC. Art. of Org. filed with Sec'y of State (SSNY) on 8/21/25. Cty: New York. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 211 W 14th St, NY, NY 10011. Purpose: any lawful purpose. 15259 Oct8 w Nov12

NOTICE OF FORMATION of Total Rehab PT PLLC. Filed 9/9/25. Cty: Bronx. SSNY design. for process & shall mail 2735 Henry Hudson Pkwy, Bronx, NY 10463. Purp: any lawful. 15321 Oct8 w Nov12

NOTICE OF FORMATION of Ordered Construct Architecture, PLLC. Arts of Org filed with Secy. of State of NY (SSNY) on 6/6/2025. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against PLLC to 111 W 94th St Apt 1F, New York, NY 10025. Purpose: any lawful act. 13941 S03 W O08

NOTICE OF FORMATION OF AMANDA ALFRED, MARRIAGE AND FAMILY THERAPY, PLLC. Arts. of Org. filed with SSNY on 09/08/2025. Office location: Nassau SSNY desig. as agent of PLLC upon whom process against it may be served. SSNY mail process TO 205 ELM DRIVE, ROSLYN, NY 11576. Any lawful purpose. 14614 Sept24 w Oct29

NOTICE OF FORMATION of Alleyne Law PLLC, Art. of Org. filed with Sec'y of State (SSNY) on 1/6/25. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 418 Broadway, Albany, NY 12207. Purpose: any lawful purpose. 13837 Sept3 w Oct8

NOTICE OF FORMATION of Liberation Psychiatry, PLLC, Art. of Org. filed with Sec'y of State (SSNY) on 8/11/25. Cty: New York. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 477 Broadway, NY, NY 10013. Purpose: any lawful purpose. 13810 Sept3 w Oct8

Daniel Adam Goldstein LCSW PLLC filed w SSNY 8/26/25. Off. in NY Co. Process served to SSNY - desig. as agt. of PLLC & mailed to the PLLC, 424 E. 52nd St. #5C, NY, NY 10022. Any lawful purpose. 14763 Oct1 w Nov5

LIMITED LIABILITY ENTITIES

NOTICE OF FORMATION of Lingsum Hsueheng PT PLLC, Art. of Org. filed with Sec'y of State (SSNY) on 12/9/24. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 61-28 183rd St, Fresh Meadows, NY 11365. Purpose: any lawful purpose. 13834 Sept3 w Oct8

PAUSE CREATIVE ARTS THERAPY PLLC. Arts. of Org. filed with the SSNY on 09/25/25. Office: Nassau County. SSNY designated as agent of the PLLC upon whom process against it may be served. SSNY shall mail copy of process to the PLLC, 3595 Roanoke Street, Seaford, NY 11783. Purpose: For the practice of the profession of Creative Arts Therapy. 15341 o8-W n12

JAIME BERNSTEIN MD, PLLC. Filed with SSNY on 06/02/2025. Office location: New York County. SSNY designated as agent for process and shall mail to: 309 5TH AVE, #32A, NEW YORK, NY 10016. Purpose: MEDICINE 14737 s24-W o29

REBECCA COHEN NURSE PRACTITIONER IN PSYCHIATRY, PLLC. A Prof. LLC. Arts. of Org. filed with the SSNY on 09/22/2025. Office loc: Westchester County. SSNY has been designated as agent upon whom process against it may be served. SSNY shall mail process to: The PLLC, 1008 Main St, Suite 2001, Peekskill, NY 10566. Purpose: To Practice The Profession of NURSE PRACTITIONER IN PSYCHIATRY. 14735 s24-W ro29

NANCY LEE LEGAL, PLLC Articles of Org. filed NY Sec. of State (SSNY) 7/29/25. Office in NY Co. SSNY design. Agent of LLC upon whom process may be served. SSNY shall mail copy of process to Registered Agents Inc 418 Broadway Ste R Albany NY 12207. Purpose: Any lawful activity. 14648 Sept24 w Oct29

NOTICE OF FORMATION of Medical Office of Manhattan, PLLC. Arts of Org filed with Secy. of State of NY (SSNY) on 8/5/2004. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against PLLC to 590 Madison Ave, Ste 1800, New York, NY 10022. Purpose: Any lawful act. 15218 O08 W N12

FINE ARTS ARCHITECTURE PLLC. Arts. of Org. filed with the SSNY on 09/25/25. Office location: Nassau County. SSNY designated as agent of the PLLC upon whom process against it may be served. SSNY shall mail copy of process to the PLLC, 30 Durand Place, Manhasset, NY 11030. Purpose: For the practice of the profession of Architecture. 15334 o8-W n12

NOTICE OF FORMATION of ROOM TO WONDER MARRIAGE AND FAMILY THERAPY, PLLC. Arts of Org filed with Secy. of State of NY (SSNY) on 7/9/2025. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against PLLC to 210 E 88th Street Apt 3D, New York, NY 10128. Purpose: any lawful act. 15291 O08 W N12

LIMITED LIABILITY ENTITIES

NOTICE OF QUALIFICATION OF NOTHINGBETTER HEALTH GROUP, PLLC. Application for authority filed with Secy. of State of NY (SSNY) on 9/5/2025. Office loc: NY County. PLLC formed in VA on 5/4/2025. SSNY designated as agent upon whom process may be served & mailed to: 10904 Eaton Pl, Ste 100, Fairfax, VA 22030. Cert. of PLLC filed with Secy. of State of VA loc: 1300 E. Main St. Richmond, VA 23219. Purpose: Any lawful activity. 14701 S24 W O29

LIMITED LIABILITY ENTITIES

CATILLON CONSULTING, LLC. Filed with SSNY on 09/19/2025. Office: New York County. SSNY designated as agent for process & shall mail to: 232 E 50TH ST, APT #1, NEW YORK, NY 10022. Purpose: Any Lawful 14739 s24-W o29

NOTICE OF FORMATION of Shining High Cleaning LLC. Arts of Org filed with Secy. of State of NY (SSNY) on 8/28/2025. Office location: BX County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to Glisseimy Anyelis Contreras, 900 Home Street, 2nd Floor, Bronx, NY 10459. Purpose: any lawful act. 14642 O01 W N05

LIMITED LIABILITY ENTITIES

NOTICE OF FORMATION of Victory BSIS, LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 09/18/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: CHRISTOPHER PEELE, 47 MALL DR., UNIT 6, COMMACK, NY 11725. Purpose: any lawful activities. 15029 o1-W n5

NOTICE OF FORMATION of 255-265 SOUTH KETCHAM AVENUE REALTY LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 09/23/2025. Office location: Nassau County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: the Company, c/o The Law Offices of Kyle M. Halperin, PLLC, 27 East 21st St., 9th Fl., New York, NY 10010. Purpose: any lawful activities. 15369 o8-W n12

NOTICE OF FORMATION of Deep Channel Partners LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 05/20/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: Deep Channel Partners, LLC, PO Box 286099, New York, NY 10128. Purpose: any lawful activities. 15372 o8-W n12

NOTICE OF FORMATION of Dubai Global US Office LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 09/22/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 845 Third Avenue, 6th Fl., New York, NY 10022. Purpose: any lawful activities. 15376 o8-W n12

NOTICE OF FORMATION of Linden Literary LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 09/22/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 333 E. 45th St., Apt. 4B, New York, NY 10017. Purpose: any lawful activities. 15380 o8-W n12

NOTICE OF FORMATION of MAXWELL VENTURES LLC. Arts of Org. filed with Secy. of State of NY (SSNY) on 06/09/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: THE LLC, 155 W 68TH ST., APT. 1007, NEW YORK, NY 10023. Name and address of the registered agent upon whom process may be served: NORTHWEST REGISTERED AGENT LLC, 418 BROADWAY, STE N, ALBANY, NY 12207. Purpose: any lawful activities. 15382 o8-W n12

NOTICE OF FORMATION of Mind v Machine LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 09/18/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: the Company, Mind v Machine, LLC, 26 Broadway, Ste. 1301, New York, NY 10004. Purpose: any lawful activities. 15384 o8-W n12

NOTICE OF FORMATION of Moss Clubco LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 09/19/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 505 Fifth Ave., New York, NY 10017. Purpose: any lawful activities. 15385 o8-W n12

NOTICE OF FORMATION of Pink Hudson Realty LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 09/18/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 425 E. 58th St., Apt. 422, New York, NY 10012. Purpose: any lawful activities. 15389 o8-W n12

NOTICE OF FORMATION of 6925 NASSAU POINT LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 09/18/25. Office location: NY County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to the LLC, 590 Madison Ave., 6th Fl., NY, NY 10022. Purpose: Any lawful activity. 14941 Oct1 w Nov5

ARC SIGNAGE CO. LLC Arts of Org. filed SSNY 7/28/2025 Bronx Co. SSNY design agent for process & shall mail to 41 STATE ST # 112, ALBANY, NY, 12207 General Purpose 15017 Oct1 w Nov5

LIMITED LIABILITY ENTITIES

NOTICE OF FORMATION of AHRENS CREATIVE LLC Arts. of Org. filed with Secy. of State of NY (SSNY) on 09/22/25. Office location: NY County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to the LLC, 333 W. 56th St., Penthouse A N, NY, NY 10019. Purpose: Any lawful activity. 14987 Oct1 w Nov5

NOTICE OF FORMATION of BRYN TYDDYN LI, LLC Arts. of Org. filed with Secy. of State of NY (SSNY) on 09/19/25. Office location: Nassau County. Princ. office of LLC: 1654 Moore's Hill Rd., Syosset, NY 11791. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to the LLC at the addr. of its princ. office. Purpose: Any lawful activity. 14958 Oct1 w Nov5

NOTICE OF FORMATION of DLH GROUP SEAFORT, LLC Arts of Org. filed with Secy. of State of NY (SSNY) on 09/23/25. Office location: NY County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to Corporation Service Co, 80 State St, Albany, NY 12207-2543. Purpose: Any lawful activity. 14957 Oct1 w Nov5

NOTICE OF FORMATION of EML REALTY ADVISORS, LLC Arts. of Org. filed with Secy. of State of NY (SSNY) on 06/11/25. Office location: NY County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to Corporation Service Co, 80 State St, Albany, NY 12207, regd. agent upon whom and at which process may be served. Purpose: Any lawful activity. 14959 Oct1 w Nov5

NOTICE OF FORMATION of NASR ASSOCIATES, LLC Arts. of Org. filed with Secy. of State of NY (SSNY) on 05/24/10. Office location: Nassau County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to Corporation Service Co, 80 State St, Albany, NY 12207, regd. agent upon whom and at which process may be served. Purpose: Any lawful activity. 14959 Oct1 w Nov5

NOTICE OF FORMATION of SDC MAINTENANCE LLC Arts of Org. filed with Secy. of State of NY (SSNY) on 09/23/25. Office location: Bronx County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to the LLC, 1250 Waters Pl., PH-1, Bronx, NY 10461. Purpose: Any lawful activity. 14960 Oct1 w Nov5

NOTICE OF FORMATION of SIRE PRESTIGIOUS DECANTER, LLC Arts. of Org. filed with Secy. of State of NY (SSNY) on 09/17/25. Office location: NY County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to the LLC, 1250 Waters Pl., PH-1, Bronx, NY 10461. Purpose: Any lawful activity. 14929 Oct1 w Nov5

NOTICE OF FORMATION of TIM BECK IT PROJECT MANAGEMENT LLC. Art. Of Org. filed with the Sec'y of State of NY (SSNY) on 09/09/25. Office in New York County. SSNY has been designated as agent of the LLC upon whom process against it may be served. SSNY shall mail process to the LLC, 258 E 78TH ST APT 5B NEW YORK, NY, 10075. Purpose: Any lawful purpose 14912 Oct1 w Nov5

NOTICE OF FORMATION of WOODBURY OAKWOOD ACQUISITION, LLC Arts. of Org. filed with Secy. of State of NY (SSNY) on 09/24/25. Office location: NY County. Princ. office of LLC: 30 Hudson Yards, 72nd Fl., NY, NY 10001. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to Corporation Service Co., 80 State St., Albany, NY 12207. Purpose: Any lawful activity. 14955 Oct1 w Nov5

NOTICE OF FORMATION of WUNGOO HOLDINGS LLC Arts. of Org. filed with Secy. of State of NY (SSNY) on 09/22/25. Office location: NY County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to the LLC, 300 E 64th St., Apt. 27C, NY, NY 10065. Purpose: Any lawful activity. 14996 Oct1 w Nov5

JONES STREET COMMUNICATIONS LLC Arts of Org. filed SSNY 9/9/2025 New York Co. SSNY design agent for process & shall mail to 41 STATE ST # 112, ALBANY, NY, 12207 General Purpose 15019 Oct1 w Nov5

LIMITED LIABILITY ENTITIES

NOTICE OF FORMATION of 16 W40 29B LLC, Art. of Org. filed with Sec'y of State (SSNY) on 9/3/25. Cty: New York. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 57 W 38th St, NY, NY 10018. Purpose: any lawful purpose. 15249 Oct8 w Nov12

NOTICE OF FORMATION of 220-25 Jamaica LLC, Art. of Org. filed with Sec'y of State (SSNY) on 8/20/25. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 226-10 Jamaica Ave, Bellerose, NY 11001. Purpose: any lawful purpose. 15230 Oct8 w Nov12

NOTICE OF FORMATION of 2339 Astoria Blvd. LLC, Art. of Org. filed with Sec'y of State (SSNY) on 8/28/25. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 20 Circle Crest, Manhasset, NY 11030. Purpose: any lawful purpose. 15236 Oct8 w Nov12

NOTICE OF FORMATION of 235 MNR Associates LLC, Art. of Org. filed with Sec'y of State (SSNY) on 9/2/25. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 1981 Marcus Ave, Lake Success, NY 11042. Purpose: any lawful purpose. 15240 Oct8 w Nov12

NOTICE OF FORMATION of 94 Main Street Associates LLC, Art. of Org. filed with Sec'y of State (SSNY) on 9/12/25. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 106 Main St, Roslyn, NY 11576. Purpose: any lawful purpose. 15238 Oct8 w Nov12

NOTICE OF FORMATION of AAF Management LLC, Art. of Org. filed with Sec'y of State (SSNY) on 6/3/25. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 25 Boyd Rd, Westbury, NY 11590. Purpose: any lawful purpose. 15237 Oct8 w Nov12

NOTICE OF FORMATION of Aarya Consulting LLC, Art. of Org. filed with Sec'y of State (SSNY) on 8/26/25. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 281 Syosset Road, Woodbury, NY 11797. Purpose: any lawful purpose. 15239 Oct8 w Nov12

NOTICE OF FORMATION of ANM322844 LLC, Art. of Org. filed with Sec'y of State (SSNY) on 7/23/25. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 1612 Stewart Ln, Syosset, NY 11791. Purpose: any lawful purpose. 15223 Oct8 w Nov12

NOTICE OF FORMATION of ALFWYT LLC, Art. of Org. filed with Sec'y of State (SSNY) on 9/16/25. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 1612 Stewart Ln, Syosset, NY 11791. Purpose: any lawful purpose. 15223 Oct8 w Nov12

NOTICE OF FORMATION of Aspire Wealth Advisory Group, LLC, Art. of Org. filed with Sec'y of State (SSNY) on 8/20/25. Cty: New York. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 1 Rockefeller Plaza, NY, NY 10020. Purpose: any lawful purpose. 15258 Oct8 w Nov12

NOTICE OF FORMATION of BAYPACT LLC OWNER LLC Arts. of Org. filed with SSNY on 10/02/25. Office location: New York SSNY desig. as agent of LLC upon whom process against it may be served. SSNY shall mail process to 600 MAMARONECK AVENUE #400, HARRISON, NY 10628. UNITED STATES, 10528 Any lawful purpose. 15221 Oct8 w Nov12

NOTICE OF FORMATION of Cornerstone Legacy Estates LLC, Art. of Org. filed with Sec'y of State (SSNY) on 9/12/25. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 338 Cochran Pl, Valley Stream, NY 11581. Purpose: any lawful purpose. 15224 Oct8 w Nov12

PRECISE DIVINITY LLC Arts of Org. filed SSNY 9/11/2025 Bronx Co. SSNY design agent for process & shall mail to 41 STATE ST, # 112, ALBANY, NY, 12207 General Purpose 15018 Oct1 w Nov5

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SALES

PUBLIC AUCTION NO-TICE OF SALE OF CO-OPERATIVE APARTMENT SECURITY BY VIRTUE OF DEFAULT in a security agreement executed on October 05, 2006 by Marilyn Simon, and in accordance with its rights as holder of the security, U.S. Bank Trust Company, National Association, not in its individual capacity but solely as trustee for NFMP Trust, Series 2023-C, by Kim Carrino, Auctioneer, will conduct a public sale of the security consisting of 205 shares of common stock in 130 E. 18 Owners Corp. and all rights title and interest in and to a proprietary lease between corporation and debtor for UNIT 7M in a building known as and by the street address, 130 East 18th Street, Unit No. 7M, New York, NY 10003 together with fixtures and articles of personal property now or hereafter affixed to or used in connection with the unit 7M on October 15, 2025 at 10:15AM New York County Courthouse on the portico, located at 60 Centre Street, New York, NY 10007, in satisfaction of an indebtedness in the principal amount of \$331,907.03 plus interest from March 01, 2018 and costs, subject to open maintenance charges. The secured party reserves the right to bid. Ten percent (10%) deposit by bank or certified funds required at Auction, payable to the attorneys for the secured party. Closing within 30 days. Such sale shall be subject to the terms of sale. GROSS POLOWY LLC 1775 Wehrle Drive, Suite 100 Williamsburg, NY 11221 (716) 204-1700. ATTORNEY FOR SECURED CREDITOR 87066 14681 s24-W o8

NOTICE OF SALE

SUPREME COURT OF NEW YORK NATIONSTAR MORTGAGE LLC, Plaintiff AGAINST VLADIMIR SLAVUTSKY, YANNA SLAVUTSKY, ET AL., Defendants Pursuant to a Judgment of Foreclosure and Sale duly entered December 5, 2016, I, the undersigned Referee will sell at public auction at the New York County Courthouse in Room 130, located at 60 Centre Street, New York, NY on November 5, 2025 at 2:15 PM, premises known as 100 West 93rd Street, Unit 10F, New York, NY 10025. All that certain plot, piece or parcel of land, with the buildings and improvements erected, situate, lying and being in the Borough of Manhattan, City, County and State of New York, Block 1223, Lot 1352. Approximate amount of judgment \$1,008,454.05 plus interest and costs. Premises will be sold subject to provisions of filed Judgment Index #850164/2015. Arthur W. Greig, Esq., Referee Gross Polowy, LLC 1775 Wehrle Drive Williamsville, NY 14221 00-303307 87314 14982 o8-W o29

NOTICE OF SALE

SUPREME COURT OF WESTCHESTER, U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE OF CITIGROUP MORTGAGE LOAN TRUST 2018-13, Plaintiff, vs. TIMOTHY B. ACKNIGHT/AKA/ TIMOTHY MCKNIGHT, IF HE BE LIVING AND IF HE BE DEAD, ANY AND ALL PERSONS UNKNOWN TO PLAINTIFF, ET AL., Defendant(s). Pursuant to an Order Discharging the Guardian Ad Litem, Confirming Referee Report and Judgment of Foreclosure and Sale dated September 18, 2025, I, the undersigned Referee will sell at public auction at the Westchester County Courthouse, Lobby, 111 Dr. Martin Luther King Jr. Boulevard, White Plains, NY 10601 on October 23, 2025 at 9:30 a.m. premises known as 103 Vernon Avenue, Mount Vernon, NY 10550. All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the City of Mount Vernon, County of Westchester and State of New York, Section 165.82, Block 4029 and Lot 2 f/k/a Section 4 and Block 4029 and Lot 2. Approximate amount of judgment is \$549,601.85 plus interest and costs. Premises will be sold subject to provisions of filed Judgment Index #67850/2022. Cash will not be accepted. Joyce Brown, Esq., Referee Knuckles & Manfro, LLP 120 White Plains Road, Suite 215, Tarrytown, New York 10591, Attorneys for Plaintiff 14652 s24-W o15

LIMITED LIABILITY ENTITIES

NOTICE OF FORMATION OF RPM Vintage LLC, Art. of Org. filed with Sec'y of State (SSNY) on 9/16/25. Cty: New York. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 347 W 57th St, NY, NY 10019. Purpose: any lawful purpose. 15261 Oct8 w Nov12

NOTICE OF FORMATION of Quejorjo LLC, Art. of Org. filed with Sec'y of State (SSNY) on 9/25/25. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 1745 Bard Ln, E. Meadow, NY 11554. Purpose: any lawful purpose. 15225 Oct8 w Nov12

NOTICE OF FORMATION OF GREAT FALLS ACQUISITION, LLC Arts. of Org. filed with Secy. of State of NY (SSNY) on 09/12/25. Office location: NY County. Princ. office of LLC: 30 Hudson Yards, 72nd Fl, NY, NY 10001. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to Corporation Service Co., 80 State St., Albany, NY 12207. Purpose: Any lawful activity. 14301 Sept24 w Oct29

LIMITED LIABILITY ENTITIES

NOTICE OF FORMATION OF CT Tech Consulting LLC, Art. of Org. filed with Sec'y of State (SSNY) on 8/18/25. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 339 Myrtle Ave, West Islip, NY 11795. Purpose: any lawful purpose. 15245 Oct8 w Nov12

NOTICE OF FORMATION OF DWAY W55ST LLC, Art. of Org. filed with Sec'y of State (SSNY) on 9/10/25. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 21 Bridle Path Ln, Great Neck, NY 11020. Purpose: any lawful purpose. 15234 Oct8 w Nov12

NOTICE OF FORMATION OF FARMINGDALE LC OWNER LLC, Arts. of Org. filed with SSNY on 10/02/25. Office location: New York SSNY desg. as agent of LLC upon whom process against it may be served. SSNY mail process to 600 MAMARONECK AVENUE #400, HARRISON, NY, UNITED STATES, 10528. Any lawful purpose. 15222 Oct8 w Nov12

NOTICE OF FORMATION OF Happy Development LLC, Art. of Org. filed with Sec'y of State (SSNY) on 4/17/24. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 220 Wheatley Rd, Old Westbury, NY 11568. Purpose: any lawful purpose. 15227 Oct8 w Nov12

NOTICE OF FORMATION OF Henge Bay View Dev LLC, Art. of Org. filed with Sec'y of State (SSNY) on 8/21/25. Cty: New York. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 80 State St, Albany, NY 12207. Purpose: any lawful purpose. 15256 Oct8 w Nov12

NOTICE OF FORMATION OF Henge Bay View LLC, Art. of Org. filed with Sec'y of State (SSNY) on 8/21/25. Cty: New York. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 80 State St, Albany, NY 12207. Purpose: any lawful purpose. 15257 Oct8 w Nov12

NOTICE OF FORMATION OF Henge Campos 2 Dev LLC, Art. of Org. filed with Sec'y of State (SSNY) on 8/26/25. Cty: New York. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 80 State St, Albany, NY 12207. Purpose: any lawful purpose. 15251 Oct8 w Nov12

NOTICE OF FORMATION OF Henge Campos 2 LLC, Art. of Org. filed with Sec'y of State (SSNY) on 8/26/25. Cty: New York. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 80 State St, Albany, NY 12207. Purpose: any lawful purpose. 15252 Oct8 w Nov12

NOTICE OF FORMATION OF Henge Harlem PACT Dev LLC, Art. of Org. filed with Sec'y of State (SSNY) on 8/21/25. Cty: New York. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 80 State St, Albany, NY 12207. Purpose: any lawful purpose. 15254 Oct8 w Nov12

NOTICE OF FORMATION OF Henge Harlem PACT LLC, Art. of Org. filed with Sec'y of State (SSNY) on 8/21/25. Cty: New York. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 80 State St, Albany, NY 12207. Purpose: any lawful purpose. 15255 Oct8 w Nov12

NOTICE OF FORMATION OF Jenfu Mixtape LLC, Art. of Org. filed with Sec'y of State (SSNY) on 6/16/25. Cty: New York. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 711 Third Ave, NY, NY 10017. Purpose: any lawful purpose. 15260 Oct8 w Nov12

NOTICE OF FORMATION OF KWGF LLC, Art. of Org. filed with Sec'y of State (SSNY) on 9/18/25. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 8 Windsor Dr, Old Westbury, NY 11568. Purpose: any lawful purpose. 15243 Oct8 w Nov12

NOTICE OF FORMATION OF OCL Capital LLC, Art. of Org. filed with Sec'y of State (SSNY) on 8/29/25. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 20 Circle Crest, Manhasset, NY 11030. Purpose: any lawful purpose. 15235 Oct8 w Nov12

NOTICE OF FORMATION OF Queue colony LLC, Art. of Org. filed with Sec'y of State (SSNY) on 7/16/25. Cty: New York. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 228 Park Ave S, NY, NY 10003. Purpose: any lawful purpose. 15247 Oct8 w Nov12

NOTICE OF FORMATION OF RAHM Holdings LLC, Art. of Org. filed with Sec'y of State (SSNY) on 9/3/25. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 728 Barbours Blvd, Franklin Sq, NY 11010. Purpose: any lawful purpose. 15233 Oct8 w Nov12

NOTICE OF FORMATION OF Rizz Auto Collision LLC, Art. of Org. filed with Sec'y of State (SSNY) on 9/5/25. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to Corporation Service Co., 80 State St., Albany, NY 12207. Purpose: any lawful purpose. 15226 Oct8 w Nov12

LIMITED LIABILITY ENTITIES

NOTICE OF FORMATION OF Something Colorful Productions LLC, Arts of Org filed with Secy. of State of NY (SSNY) on 6/24/2025. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 100 Morningside Dr, Apt 1J, New York, NY 10027. Purpose: any lawful act. 13809 S03 W O08

NOTICE OF FORMATION OF ZEAL BEHAVIOR SERVICES LLC, Arts of Org filed with Secy. of State of NY (SSNY) on 6/26/2025. Office location: Nassau County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 22 Katherine Street, Locust Valley, NY 11560. Purpose: any lawful act. 13869 S03 W O08

NOTICE OF FORMATION OF Floral and Gardens LLC, Arts of Org filed with Secy. of State of NY (SSNY) on 8/8/2018. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 290 W 28th St, 3X, New York, NY 10001. Purpose: any lawful act. 14093 S10 W O15

NOTICE OF FORMATION OF LOUDD LLC, Arts of Org filed with Secy. of State of NY (SSNY) on 7/20/2025. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 443 E 78th St, Apt #3C, New York, NY 10075. Purpose: any lawful act. 14098 S10 W O15

NOTICE OF FORMATION OF ORACLUM CAPITAL MANAGEMENT LLC, Arts of Org filed with Secy. of State of NY (SSNY) on 9/12/2025. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 2716 Sutton Place, Bronx, NY 10469. Purpose: any lawful act. 14109 S10 W O15

NOTICE OF FORMATION OF CAMARA SHIPPING LLC, Arts of Org filed with Secy. of State of NY (SSNY) on 8/19/2025. Office location: BX County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 2716 Sutton Place, Bronx, NY 10469. Purpose: any lawful act. 14408 S17 W O22

NOTICE OF FORMATION OF CARA MIA LAB LLC, Arts of Org filed with Secy. of State of NY (SSNY) on 9/10/2025. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to c/o eResidentAgent, Inc., 1 Rockefeller Plz, #1204, New York, NY 10020. P/B/A: 500B Lake St, Ramsey, NJ 07446. Purpose: any lawful act. 14326 S17 W O22

NOTICE OF FORMATION OF MJDI HOLDINGS, LLC, Arts of Org filed with Secy. of State of NY (SSNY) on 9/8/2025. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 1 Rockefeller Plz, #1204, New York, NY 10020. P/B/A: 1407 Broadway, 100th Fl, New York, NY 10018. Purpose: any lawful act. 14324 S17 W O22

NOTICE OF FORMATION OF Park City LLC, Arts of Org filed with Secy. of State of NY (SSNY) on 8/2/2025. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 125 Riverside Dr, Apt 10A, New York, NY 10024. Purpose: any lawful act. 13930 S17 W O22

NOTICE OF FORMATION OF RIVERSIDE ASSET ADVISORS, LLC, Arts of Org filed with Secy. of State of NY (SSNY) on 8/9/2025. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 125 Riverside Dr, Apt 10A, New York, NY 10024. Purpose: any lawful act. 14315 S17 W O22

NOTICE OF FORMATION OF ELLIE'S GRANOLA LLC, Arts of Org filed with Secy. of State of NY (SSNY) on 2/8/2025. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 93 4th Ave, New York, NY 10003. Purpose: any lawful act. 14700 S24 W O29

NOTICE OF FORMATION OF JAM333E81 HOLDCO LLC, Arts of Org filed with Secy. of State of NY (SSNY) on 9/15/2025. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 477 Madison Ave, 6th Fl, New York, NY 10022. Purpose: any lawful act. 14704 S24 W O29

NOTICE OF FORMATION OF JAM333E81 INVESTOR LLC, Arts of Org filed with Secy. of State of NY (SSNY) on 9/15/2025. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 477 Madison Ave, 6th Fl, New York, NY 10022. Purpose: any lawful act. 14703 S24 W O29

NOTICE OF FORMATION OF JAM333E81 JV LLC, Arts of Org filed with Secy. of State of NY (SSNY) on 9/15/2025. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 477 Madison Ave, 6th Fl, New York, NY 10022. Purpose: any lawful act. 14702 S24 W O29

29-45 SICKLES ST NYC LLC. Filed with SSNY on 04/12/2016. Office: New York County. SSNY designated as agent for process & shall mail to: 1995 BROADWAY, 10TH FL, NEW YORK, NY 10023. Purpose: Any Lawful 14396 s17-W o22

LIMITED LIABILITY ENTITIES

NOTICE OF FORMATION OF CILC L.L.C. Arts of Org filed with Secy. of State of NY (SSNY) on 3/23/2025. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 515 Elaine St, Bellmore, NY 10011. Purpose: any lawful purpose. 14900 O01 W N05

GAMBREAKER ATHLETICS LLC, Arts. of Org. filed with the SSNY, on 09/12/25. Office: Nassau County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, 46 Beechhurst Ave, Floral Park, NY 11001. Registered Agent address: c/o Thomas Anthony Sigismonti III, 46 Beechhurst Ave, Floral Park, NY 11001. Purpose: Any lawful purpose. 15344 o8-W n12

JFK T4 DUTY FREE PARTNERS, LLC, Arts. of Org. filed with the SSNY, on 09/29/25. Office: Nassau County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, c/o CSC Global, 80 State Street, Albany, NY 12207-3542. Purpose: Any lawful purpose. 15340 o8-W n12

JFK T4 RETAIL PARTNERS, LLC, Arts. of Org. filed with the SSNY on 09/24/25. Office: Nassau County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, c/o CSC Global, 80 State Street, Albany, NY 12207-2543. Purpose: Any lawful purpose. 15309 o8-W n12

MAM ASSOCIATES, L.L.C., Arts. of Org. filed with the SSNY on 09/19/25. Office: Nassau County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to 345 United Nations Plz, NY, NY 10017. Purpose: any lawful purpose. 13814 o8-W n12

NOTICE OF FORMATION OF LOGICLEAN, LLC, Arts. of Org. filed with Secy. of State of NY (SSNY) on 9/15/2025. Office location: Nassau County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 2857 Spring Dr., Wantagh, NY 11793. Purpose: any lawful activities. 15022 o1-W n5

MIDTOWN SECURITY LOCKSMITH, LLC, Arts. of Org. filed with the SSNY on 08/11/25. Office: New York County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, 330 Madison Avenue, Basement 2, New York, NY 10017. Purpose: Any lawful purpose. 15342 o8-W n12

NICKY & BRICK REALTY LLC, Arts. of Org. filed with the SSNY on 07/16/25. Office: Nassau County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, 312 Grand Avenue, Baldwin, NY 11520. Purpose: Any lawful purpose. 15327 o8-W n12

ONE MARCUS AVENUE DEVELOPER, LLC filed Arts. of Org. with the Sec'y of State of NY (SSNY) on 7/17/2025. Office: Nassau County. SSNY has been designated as agent of the LLC upon whom process against it may be served and shall mail process to: c/o Albanese Organization, Inc., 1001 Franklin Ave, Garden City, NY 11530. Purpose: any lawful act. 15318 o8-W n12

PURPLE ARROW PRODUCTIONS LLC, Arts. of Org. filed with the SSNY on 09/08/25. Office: New York County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, 8333 Braesmain Drive, Apartment 1459, Houston, TX 77025. Purpose: Any lawful purpose. 15337 o8-W n12

NOTICE OF FORMATION OF 220 Madison Investor, LLC, Arts of Org filed with Secy. of State of NY (SSNY) on 5/2/25. Office location: Nassau County. SSNY designated as agent upon whom process may be served and shall mail process to: c/o Albanese Organization, Inc., 1001 Franklin Ave, Garden City, NY 11530. Purpose: any lawful act. 15125 O08 W N12

WR Communities - R, LLC filed Arts. of Org. with the Sec'y of State of NY (SSNY) on 7/2/2025. Office: Nassau County. SSNY has been designated as agent of the LLC upon whom process against it may be served and shall mail process to: c/o Albanese Organization, Inc., 1001 Franklin Ave, Garden City, NY 11530. Purpose: any lawful act. 15303 o8-W n12

XCEED EVENTS LLC, Arts. of Org. filed with the SSNY on 09/15/25. Office: Nassau County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, 46 Beechhurst Ave, Floral Park, NY 11001. Registered Agent address, c/o Thomas Anthony Sigismonti III, 46 Beechhurst Ave, Floral Park, NY 11001. Purpose: Any lawful purpose. 15346 o8-W n12

NOTICE OF FORMATION OF IZAKAYA KDOWN LLC, Arts of Org filed with Secy of State of NY (SSNY) on 9/30/25. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to: 42 W. 33rd St., NY, NY 10001. Purpose: any lawful act. 15138 o8-W n13

COURT STREET TIC 1 LLC, Filed with SSNY on 08/18/2025. Office: New York County. SSNY designated as agent for process & shall mail to: 44 W. 28TH ST, 6TH FLR, NEW YORK, NY 10001. Purpose: Any Lawful 14399 s17-W o22

LIMITED LIABILITY ENTITIES

NOTICE OF FORMATION OF 185 West Park Ave 414N, LLC, Art. of Org. filed with Sec'y of State (SSNY) on 7/24/25. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 2753 Elaine St, Bellmore, NY 11710. Purpose: any lawful purpose. 13832 Sept3 w Oct8

NOTICE OF FORMATION OF 232 Herricks Road LLC, Art. of Org. filed with Sec'y of State (SSNY) on 8/11/25. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 232 Herricks Rd, Mineola, NY 11560. Purpose: any lawful purpose. 13846 Sept3 w Oct8

NOTICE OF FORMATION OF 63-88 Woodhaven Holding LLC, Art. of Org. filed with Sec'y of State (SSNY) on 7/14/25. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 51 Wheatley Rd, Old Westbury, NY 11568. Purpose: any lawful purpose. 13828 Sept3 w Oct8

NOTICE OF FORMATION OF 641 West 42 Retail LLC, Art. of Org. filed with Sec'y of State (SSNY) on 8/7/25. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 6 Hilltop Dr, Great Neck, NY 11021. Purpose: any lawful purpose. 13835 Sept3 w Oct8

NOTICE OF FORMATION OF 845 Plaza Holdings LLC, Art. of Org. filed with Sec'y of State (SSNY) on 6/30/25. Cty: New York. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 345 United Nations Plz, NY, NY 10017. Purpose: any lawful purpose. 13814 Sept3 w Oct8

NOTICE OF FORMATION OF Birch Town LLC, Art. of Org. filed with Sec'y of State (SSNY) on 7/28/25. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 70 Gordon Dr, Syosset, NY 11791. Purpose: any lawful purpose. 13831 Sept3 w Oct8

NOTICE OF FORMATION OF BQ215 1351 Prospect Place LLC, Art. of Org. filed with Sec'y of State (SSNY) on 3/28/25. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 24974 Jericho Tpke, Floral Park, NY 11001. Purpose: any lawful purpose. 13833 Sept3 w Oct8

NOTICE OF FORMATION OF Emerson LI Holdings LLC, Art. of Org. filed with Sec'y of State (SSNY) on 6/30/25. Cty: New York. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 345 United Nations Plz, NY, NY 10017. Purpose: any lawful purpose. 13815 Sept3 w Oct8

NOTICE OF FORMATION OF Future Timeline VR LLC, Art. of Org. filed with Sec'y of State (SSNY) on 8/1/25. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 33 21st St, Jericho, NY 11753. Purpose: any lawful purpose. 13827 Sept3 w Oct8

NOTICE OF FORMATION OF USD Landscape Management LLC, Art. of Org. filed with Sec'y of State (SSNY) on 7/29/25. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 1100 Little Whalenec Rd, Merrick, NY 11566. Purpose: any lawful purpose. 13840 Sept3 w Oct8

NOTICE OF FORMATION OF USD Properties LLC, Art. of Org. filed with Sec'y of State (SSNY) on 7/29/25. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 2285 Bedford Ave, Bellmore, NY 11710. Purpose: any lawful purpose. 13839 Sept3 w Oct8

NOTICE OF FORMATION OF Instant Deal Group LLC, Art. of Org. filed with Sec'y of State (SSNY) on 5/16/25. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 568 Lehigh Ln, Woodmere, NY 11598. Purpose: any lawful purpose. 13829 Sept3 w Oct8

NOTICE OF FORMATION OF Kamiya LLC, Art. of Org. filed with Sec'y of State (SSNY) on 7/3/25. Cty: New York. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 40 Peter Bush Dr, Monroe, NY 10950. Purpose: any lawful purpose. 13813 Sept3 w Oct8

NOTICE OF FORMATION OF Lince Rock Pros LLC, Art. of Org. filed with Sec'y of State (SSNY) on 9/28/24. Cty: New York. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 767 Broadway, New York, NY 10003. Purpose: any lawful purpose. 13812 Sept3 w Oct8

NOTICE OF FORMATION OF Mainstreet Properties LLC, Art. of Org. filed with Sec'y of State (SSNY) on 5/28/25. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 14841 Copperhill Pl, Wayzata, MN 55391. Purpose: any lawful purpose. 13825 Sept3 w Oct8

95-101 THAYER ST. NYC LLC. Filed with SSNY on 04/12/2016. Office: New York County. SSNY designated as agent for process & shall mail to: 1995 BROADWAY, 10TH FL, NEW YORK, NY 10001. Purpose: Any Lawful 14397 s17-W o22

LIMITED LIABILITY ENTITIES

NOTICE OF FORMATION OF MDM Strategic Consulting, LLC, Art. of Org. filed with Sec'y of State (SSNY) on 7/9/25. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 5 1st Ave, Merrick, NY 11566. Purpose: any lawful purpose. 13830 Sept3 w Oct8

NOTICE OF FORMATION OF Novara Capital LLC, Art. of Org. filed with Sec'y of State (SSNY) on 8/7/25. Cty: New York. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 57 W 38th St, NY, NY 10018. Purpose: any lawful purpose. 13811 Sept3 w Oct8

NOTICE OF FORMATION OF PROJ 4 LLC, Art. of Org. filed with Sec'y of State (SSNY) on 7/28/25. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 208 Stonehenge Ln, Carle Place, NY 11514. Purpose: any lawful purpose. 13847 Sept3 w Oct8

NOTICE OF FORMATION OF Randolph BT LLC, Art. of Org. filed with Sec'y of State (SSNY) on 10/5/18. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 55 Water Mill Ln, Great Neck, NY 11021. Purpose: any lawful purpose. 13842 Sept3 w Oct8

NOTICE OF FORMATION OF Randolph MT LLC, Art. of Org. filed with Sec'y of State (SSNY) on 10/5/18. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 55 Water Mill Ln, Great Neck, NY 11021. Purpose: any lawful purpose. 13845 Sept3 w Oct8

NOTICE OF FORMATION OF Randolph RR LLC, Art. of Org. filed with Sec'y of State (SSNY) on 10/5/18. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 55 Water Mill Ln, Great Neck, NY 11021. Purpose: any lawful purpose. 13843 Sept3 w Oct8

NOTICE OF FORMATION OF SG & AG Holdings LLC, Art. of Org. filed with Sec'y of State (SSNY) on 8/12/25. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 185 Great Neck Rd, Great Neck, NY 11021. Purpose: any lawful purpose. 13838 Sept3 w Oct8

NOTICE OF FORMATION OF Weibar AI LLC, Art. of Org. filed with Sec'y of State (SSNY) on 6/23/25. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 1025 Old Country Rd, Westbury, NY 11590. Purpose: any lawful purpose. 13826 Sept3 w Oct8

NOTICE OF FORMATION OF WYTWTY LLC, Art. of Org. filed with Sec'y of State (SSNY) on 7/1/25. Cty: Nassau. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 281 Syosset Woodbury Rd, Woodbury, NY 11797. Purpose: any lawful purpose. 13836 Sept3 w Oct8

