

IN BRIEF

Attorneys 'On the Move': Trial Practice Partner Joins Duane Morris from DOJ; Morgan Lewis Adds Aviation Finance Partner

• **Katherine Celeste Speegle** has joined **Duane Morris** as a partner in the firm's trial practice group. Prior to joining, she was assistant chief in the Transportation, Energy & Agriculture Section at the Anti-trust Division of the U.S. Department of Justice.



Katherine Celeste Speegle

In addition, **David Contreiras Tyler** has joined the firm as a partner in the firm's corporate practice group.

• **Ryne Miller** has joined **Morrison Foerster** as a partner in the firm's financial services and fintech industry groups.

• **Morgan Lewis** has added **Mehtap Cevher Conti** as a partner in its global aviation finance practice group. She was previously with **Hogan Lovells**.

• **Klas Holm** has joined **Sterlington** as a partner in its tax practice. He joins from **Curtis**, where he served as a partner and global tax co-chair.

• **King & Spalding** has added **Paul Fakler** and **Jacob Ebin** as partners in the firm's business litigation practice group. They were both formerly partners at **Mayer Brown**. In addition, the firm has hired **Chris Montgomery**, **Brian Donnelly** and **Joshua Hazan** as partners. Donnelly joins from **McDermott** and **Hazan** joins from **Simpson Thacher**.

• **CM Law** has added **Linda Goldstein** as a partner in its national advertising and marketing law practice. She joins from **BakerHostetler** where she was a partner and chair of its advertising, marketing, and digital media law practice.

• **Ropes & Gray** has added three partners in New York: **Noah Yavitz** joins from **Wachtell**; **Michael McGuigan** joins from **Debevoise**, and **Marta Kelly** joins from **Paul Weiss**.

• **Warshaw Burstein** has named **Thomas Filardo**, partner and chair of its litigation practice group, as co-managing partner alongside **Frederick Cummings, Jr.** In addition, **Stephen Brodsky** has joined the firm as

a partner in its corporate and litigation groups.

• **Rivkin Radler** has added **Danielle Drasser** as counsel. The firm has also hired **Conor Byrnes**, **Hilary Drabkin** and **Kennedy Jones** as associates.

• **DLA Piper** has added **Katie McShane** as head of east coast fund finance and **Jonny Byrne-Leitch** as of counsel in the firm's leveraged finance practice. **Cary Nadelman** has also joined the firm as a partner in its structured finance subgroup of its finance practice.

• **Faegre Drinker** has named partner **Mike Pompeo** as lead of the firm's financial services sector. He formerly led its finance and restructuring group.

• **Andrew Wein** has joined **Womble Bond Dickinson** as a partner in the firm's consumer financial services team. He joins from **McGlinchey Stafford**.

• **Nixon Peabody** partner

Paul Downs has been elected vice chair of the **New York State Bar Association's** commercial & federal litigation section.

• Trial attorney **Eric Subin** has launched **Subin LLP** which follows the dissolution of **Subin Associates** last year.

• **James Salerno** has joined **Eversheds Sutherland** as partner in its energy practice.

• **Armstrong Teasdale** has added **Alexander Cohen** as a partner in its securities regulation and financial services practice.

• **David Leichtman**, formerly the founder and managing partner of **Leichtman Law**, has joined **Ellenoff Grossman & Schole** as a partner and head of its intellectual property practice group.

• **Holt Goddard** has joined **Loeb & Loeb** as a partner in the firm's capital markets practice. He joins from **Seward & Kissel**.

• **Goldberg Segella** has added **Brooklyn Crockett**, **Tiana Rooney**, **Alicia Quarterman** and **Moneeka Brar** as associates. » Page 4

SCOTUS Tariffs Decision Afterwards & After-Words »6



Jay Clayton first previewed the program at the 2026 Securities Enforcement Forum in New York earlier this month.

Manhattan US Attorney Announces New Corporate Voluntary Self-Disclosure Policy

BY EMILY SAUL

MANHATTAN U.S. Attorney Jay Clayton on Tuesday unveiled a new program in which his office will provide declinations to corporations that voluntarily disclose certain types of fraud and financial misconduct.

The program, entitled the Corporate Enforcement and Voluntary Self-Disclosure Program, was announced in a press release from the U.S. Attorney's Office for the

Southern District of New York.

"The self-reporting program rests on a simple principle: prompt corporate disclosure and cooperation in rooting out and remedying wrongdoing is in the best interest of victims, shareholders, employees, and our markets generally," Clayton said in a written statement.

Under the program, eligible companies that self-report qualifying illegal activity, fully cooperate, commit to ongoing reporting for three years and agree to remediate harm caused by » Page 7

Panel of Appellate Heavyweights Review New York Top Court's Major Cases

BY BRIAN LEE

PROMINENT appellate litigators delved into damages and white-collar holdings from New York's top court on Tuesday.

The latest installment of a popular, annual continuing legal education program, "The Business, Commercial, and White-Collar Decisions of the New York State Court of Appeals," is now in Year 4.

Hosted by the Albany County Bar Association, it again consisted of Victor Paladino, the assistant solicitor general who argues top appeals on behalf of the state government; Harris Beach Murtha Cullina PLLC partner Lisa LeCours, former counsel to the state's top court; and criminal appellate specialist Tim Hoover from Hoover & Durland of Buffalo.

The trio spent about 90 minutes discussing noteworthy decisions by the Court of Appeals, with another Harris Beach partner, Brian Ginsberg, as the moderator.

Paladino took note of how he was swayed a number of times by dissenting jurists. » Page 4

One was the Court of Appeals' 6-1 decision on May 20 that kept New York's internal affairs doctrine intact, while rejecting a 1961 law's intent to override it, in *Ezrasons, Inc. v. Rudd*.



Lisa LeCours of Harris Beach Murtha



Tim Hoover of Hoover & Durland

The decision by Judge Anthony Cannataro affirmed the dismissal of a derivative action asserting claims for breach of fiduciary duty against officers and directors of a corporation incorporated under the laws of England and Wales. » Page 4

DECISIONS OF INTEREST

First Department

CONSUMER PROTECTION: **Plaintiff set forth cognizable claim under GBL 349 and 380-1.** *Marra v. Discovery Financial Services Inc., Civil Court, New York.*

LITIGATION: **Motion to dismiss for untimely motion denied; granted for insufficient allegations.** *Kuzar v. Spar & Bernstein, Civil Court, New York.*

CRIMINAL LAW: **Court upholds persistent violent felony offender designation of defendant.** *People v. Shuler, Supreme Court, Bronx.*

Second Department

CORPORATE ENTITIES: **Shares for low income housing may not be sold on open market.** *545 Warren Street Housing Development Fund Corp. v. New York State Division of Housing & Community Renewal, Supreme Court, Kings.*

CRIMINAL LAW: **Court finds prosecution's CPL 710.30(1)(b) notice legally sufficient.** *People v. Morales, Supreme Court, Kings.*

CRIMINAL LAW: **Court denies dismissal of criminal action; original COC**

deemed valid. *People v. Neal, District Court, Suffolk.*

U.S. Courts

INSURANCE LITIGATION: **Coverage affirmed for general contractor under excess liability policy after site collapse.** *Reidy Contracting Group LLC v. Mt. Hawley Ins. Co., 2d. Cir.*

PERSONAL INJURY: **Summary judgment granted to tenant; landlord responsible for stairwell maintenance.** *Iddriss v. Hong Diep Realty Inc., SDNY.*

ANTITRUST: **Court sends government's key antitrust claims against Live Nation, Ticketmaster to trial.** *U.S. v. Live Nation Ent. Inc., SDNY.*

CIVIL RIGHTS: **School aide claiming national origin bias fails to plausibly allege discriminatory intent.** *Agosto v. New York City Dept of Educ., EDNY.*

PERSONAL INJURY: **A jury could find that officers acted recklessly at physical altercation outside bar.** *Brink v. City of Rochester, WDNY.*

DECISION SUMMARIES, Page 17 FULL-TEXT DECISIONS, nylj.com

COA Judge to Moderate Black History Program At Manhattan Trial Court

BY BRIAN LEE

THE FRANKLIN H. Williams Judicial Commission will host its annual Black History Month program on Thursday, Feb. 26, at 5:30 p.m. at the New York County Supreme Court, 60 Centre St.

According to a statement, the event is free and open to the public and will run until 7:30 p.m., commemorating the 100th anniversary of Black History Month.

A hybrid program will examine the life, leadership, and legacy of Frederick Douglass, alongside the



Harvey Weinstein appeared in Manhattan criminal court last month seeking to overturn his sex crime conviction over alleged juror misconduct.

Weinstein Retains Agnifilo Intrater Ahead of Third Trial

BY EMILY SAUL

HARVEY Weinstein has retained new counsel ahead of what could be his third sex crimes retrial this year, retaining Agnifilo Intrater to take the matter to trial.

Weinstein, 73, is now represented by Marc Agnifilo, Teny Geragos and Jacob Kaplan, who filed a notice of appearance on Tuesday. His prior trial team at Aidala Bertuna & Kamins will continue to represent Weinstein on his pending appeal, lawyer Arthur Aidala said.

Kaplan was one of the first lawyers brought on to represent Weinstein following his initial indictment in 2018 by the Manhattan District Attorney's Office. At the time, the embattled mogul retained criminal defense attorney Ben Brafman of Brafman & Associates, where Kaplan then worked.

While Agnifilo and Geragos both worked at Brafman & Associates during that period, they did not represent Weinstein. The former producer parted ways with Braf-



Marc Agnifilo



Teny Geragos



Jacob Kaplan

man & Associates in 2019, then bringing on Aidala Bertuna & Kamins. Weinstein and Brafman split due to differing » Page 4

Claims Filer Fights to Stay In \$5.5B Visa, Mastercard Deal

BY ALYSSA AQUINO

BETZ & BARIL PLLC is fighting accusations that it spread misinformation about Visa and Mastercard's \$5.5 billion antitrust settlement, telling the Brooklyn federal court that the attorneys seeking to cut it from the deal were overreacting to what was "at most, an isolated communicational misstep."

The Tennessee-based personal injury firm is a third-party claims filer in a six-year-old settlement between Visa, Mastercard and millions of merchants nationwide. But the firm recently came under fire, with the Robbins Geller Rudman & Dowd, Robins Kaplan and Berger Montague team that notched the settlement arguing Betz & Baril was giving class members inaccurate information on recoveries, legal fees and its role in the deal.

Betz & Baril responded on Monday that class counsel were targeting it for communications that included cautionary language and disclaimers. Communications, Betz & Baril argued, that hadn't harmed any class members.

"Class plaintiffs' motion is premised on conjecture about 'confusion' and 'misleading' communications, but it does not identify any actual monetary loss, forfeited claim, missed deadline or other concrete prejudice suffered by the class as a result of the cited emails," the firm argued through its counsel, James DeCristofaro.

DeCristofaro and class counsel didn't immediately respond to Wednesday requests for comments.

The settlement at the center of the dispute was struck » Page 7

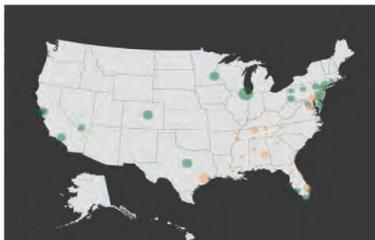
INSIDE LAW JOURNAL

Calendar of Events.....	7
Corporate Update.....	5
Court Calendars.....	9
Court Notes.....	10
Decisions.....	17
Disciplinary	
Proceeding.....	7
Expert Analysis.....	3
Lawyer to Lawyer.....	3
Legal Notices.....	16
Outside Counsel.....	4
Perspective.....	6

See page 2 for complete Inside lineup.

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New York Law Journal Inside

Construction
Accident Litigation »3

Out To Lunch, Again
by Brian J. Shoot

Online

➤ Court Calendars

Civil and Supreme Court calendars for New York and surrounding counties are now available weeks in advance at nylj.com. Search cases by county, index, judge or party name. Important Part information, including addresses, phone numbers and courtrooms are updated daily. Only at nylj.com.

Second Circuit Review »3

Staying Parallel State Proceedings in RICO Litigation: 'GEICO v. Patel'
by Martin Flumenbaum and Brad S. Karp

Outside Counsel »4

Avoiding the 'Action Over' Trap in RPAPL 881 Licensing
by Joseph D. Nohavicka

Online

➤ Today's Tip

View the special sections online and download today's paper at the Law Journal Download Center. Only at nylj.com.

CORPORATE UPDATE »5

Distress Mergers And Acquisitions: Navigating Third-Party Releases and Gatekeeper Injunctions After 'Purdue'
by Corinne Ball

Study Challenges Perception That Managers Favor AI Over People
by Michael Gennaro

Online

➤ More Corporate columns are archived at nylj.com.

How AI Is Changing The Incident Response Landscape: What GCs Need to Know
by Kim Peretti, Lance Taubin and Carson Kuck

Former GC, Webinar Host Joins Stanford Law AI Initiative as Founding Director
by Chris O'Malley

Perspective »6

The Supreme Court Tariffs Decision Afterwards & After-Words
by Joseph W. Bellacosa

Calendar of Events »7

Online

➤ Submit a legal notice for publication on nylj.com.

Long Slog Looms for Companies Pursuing Tariff Refunds

BY CHRIS O'MALLEY

THE U.S. Supreme Court ruling last Friday that President Donald Trump lacks authority under the International Emergency Economic Powers Act (IEEPA) to impose tariffs has importers salivating over the prospect of receiving refunds totaling as much as \$175 billion.

But whatever satisfaction businesses felt from the high court's ruling was muted by Trump's announcement later in the day that he was rolling out new tariffs under a different legal authority and by the realization that the legal process to collect refunds likely would be complex and drawn out, with importers needing to present exacting records to Customs and Border Protection.

And some might have to fight denied protests through the U.S. Court of International Trade. All this as Trump vows that tariffs most assuredly will return, only this time under a more defensible section of the Trade Act of 1974.

"This has caused a lot of speculation by people throughout the trade world. Many folks are saying there are not going to be refunds. (Others) are saying that refunds are going to require you to go to court. No one knows for sure. Not a single person, living or dead, knows exactly how these are going to be refunded," Pete Mento, a director of global trade management services for tax advisory Baker Tilly U.S., said during an online presentation Monday.

Barely 20 minutes into his talk, Mento already had about 40 questions queued up from the audience.

Law firms issuing client alerts have also zeroed in on the uncertainty.

"The question of whether refunds are available is still open and the process for obtaining refunds is likely to be messy," McDermott Will & Schulte said in its advisory.

On the other hand, Eversheds Sutherland told clients "there is little doubt" refunds eventually will be doled out.

"But the process at this point is uncertain. Importers and other parties should take all necessary steps to preserve their remedies in the interim."

The Supreme Court did not, as some importers had hoped, order Customs and Border Protection to issue refunds. Sheppard Mullin Richter & Hampton noted in a client missive.

Observers said it's likely that the Trump administration or U.S. Court of International Trade will provide guidance to Customs and Border Protection in the coming weeks or months.

This could involve the use of existing CBP mechanisms, such as filing post-summary adjustments or protests.

In the case of so-called unliquidated entries—goods imported on or after March 2025 in which a final computation of customs duties has not yet occurred—customs brokers can request a refund through CBP's Automated Commercial Envi-



President Donald Trump planned to roll out tariffs on global trading partners, the centerpiece of his effort to bring back manufacturing to the U.S. and reshape a world trade system he has long decried as unfair.

ronment system, Sheppard Mullin attorneys wrote.

But, "where entries of merchandise have liquidated (likely for merchandise imported prior to March 2025), the process for obtaining a refund will be more complex," the firm added.

Importers whose entries are already liquidated, but are still within 180 days of liquidation, should consider filing customs protests seeking a refund, McDermott Will attorneys wrote.

Those with closed entries—liquidated more than 180 days ago—will likely need to seek relief through the CIT, they added.

Hundreds of companies have already filed lawsuits against CBP

to preserve their rights to obtain refunds on import duties stemming from the Trump IEEP tariffs, Eversheds Sutherland noted.

However, as the refund process pans out, importers have a lot to think about.

One is the tax implications, Mento said. If the government pays statutory interest, that could result in a \$60,000 interest for \$1 million of tariffs paid previously. How to properly account for such income can be tricky.

"Because duty refunds are prior-period cost recoveries, obtaining a refund could require income recognition in the year received, potential amended returns, and book-to-tax adjust-

ments," McDermott Will said.

One thing that is certain is that the government is likely going to require thorough documentation, "and they are going to line audit every single request," Mento said.

"Yes, for post-entry adjustment. Yes for protests. If anything else is wrong they will kick it back to you."

That will require an all-hands-on-deck involvement of legal, accounting and finance departments, he said.

Companies will need a holistic picture of what they paid in tariffs. Getting a line item report from a customs house broker, for example, and accessing information from the government's ACE portal through CBP can be useful.

"The government does not want to give this money back," Mento said. "We're already hearing from people, both at Treasury and at CBP, that the refund process would be rife with opportunities for fraud."

He said few companies have conducted thorough audits of their import entries, as it is.

Importers should act now to gather documentation to support any refund requests," Eversheds Sutherland emphasized, "and should, in the interim, take all appropriate steps to perfect their refund requests under existing rules and procedures."

Mento urged companies to start building trails of paperwork "that show in a forensic way, from purchase orders through payment of tariffs and payment of goods, that everything matches."

"The first ones that go into Customs are the ones that will be dealt with first. So let's get those ready now rather than waiting," he added.

Meanwhile, within hours of the Supreme Court ruling striking down his ability to levy tariffs under IEEPA, Trump said he would impose a 15% tariff under Section 122 of the Trade Act.

However, Section 122 limits the duration to 150 days without congressional approval. Trump has other options, however, such as Section 301, which he used during his first term for Chinese-made goods.

Or Section 338, which has no statutory end date and has relatively few restrictions.

The defeat of Trump's use of IEEPA "does not mean the end of tariff actions," Ben Bidwell, senior director of customs and compliance for the logistics giant C.H. Robinson, wrote on the company's website.

"Instead, the decision represents a rebalancing—moving the country back toward the more procedurally defined and congressionally authorized pathways that have historically governed U.S. trade policy."

He advises importers to evaluate risk-mitigation and cost-reduction strategies, including greater use of foreign trade zones and use of tariff and customs analytics tools.

In addition, diversifying sourcing can "reduce reliance on any single country or tariff regime," Bidwell added.

@ Chris O'Malley can be reached at chris.omalley@alm.com.

SEC Doubles Time for Companies to Respond to Potential Charges

BY DAN NOVAK

THE U.S. Securities and Exchange Commission is extending the time subjects of a potential enforcement action have to respond to staff notices of possible charges, the SEC announced Tuesday as part of an update to its enforcement procedures.

Under the "Wells process," SEC enforcement staff notify possible defendants of any potential charges staff will recommend to the commission. The recipients then have the opportunity to respond and persuade the staff that the enforcement action, either in whole or in part, isn't warranted.

Previously, recipients were given



Paul Atkins, chair of the U.S. Securities and Exchange Commission

two weeks to respond to a Wells notice. Now, they will be given four weeks as part of the SEC's first update to its enforcement manual in nine years.

"This is an important and long-overdue step that builds on the Division of Enforcement's commitment to transparency, fairness, and process while ensuring it remains able to fulfill its mission," SEC Chair Paul Atkins said in a statement.

Atkins first announced in an October speech he would be lengthening the time for parties to make Wells submissions, which he described as an extension of due process and a check on agency power.

"The SEC staff do not always get things right the first time, and the Wells process is a valuable proce-

dural device that helps to guard against plain mistakes, extreme legal theories, misinformation, biases, and conflicts of interest," Atkins said.

Former SEC attorney Rebecca Fike said the SEC usually grants subjects of a Wells notice extensions to submit responses but "it is nice just to start at four because two is very short."

Fike called the Wells process an important mechanism by which companies can challenge certain elements of how SEC staff is conducting an investigation while keeping it out of the public eye.

"It's not a massive change by any means, but it is a little more granular on how they are currently thinking about it and what you as a

sential defendant are entitled to," said Fike, a partner at Reed Smith.

"And that is always a helpful thing." After not updating the enforcement manual since 2017, the SEC said it would be reviewing it yearly going forward.

The enforcement manual is one of the only ways to gain insight into the practices and protocol of the SEC's Enforcement Division and understand certain nuances, Fike said. While most of those procedures stay the same year-to-year, it does change over time, she added.

"They really are going to need it every year," Fike said. "I think that is great."

@ Dan Novak can be reached at dan.novak@alm.com.

Boards Start to Demand ROI From AI Spend, Upping Pressure on Legal, Tech Teams

BY MICHAEL GENNARO

CORPORATE legal and compliance teams are confronting a new phase of artificial intelligence risk as boardrooms shift from experimentation to accountability, according to a new global report from the data analytics platform Dataiku and The Harris Poll.

The report, based on a survey of 600 chief information officers, found widespread adoption of AI agents across business-critical functions but significant governance and transparency gaps that could expose companies to regulatory scrutiny and litigation.

Dataiku and The Harris Poll frame their report around what they call seven "career-making" decisions that CIOs must confront in 2026, positioning the coming year as a turning point in which technology leaders will be judged not on how quickly they deploy AI, but on how effectively they manage its risks and achieve measurable business outcomes.

The report also highlights what

it describes as the beginning of the "AI accountability officer" era, as companies formalize responsibility for AI oversight at the executive level. According to the survey, organizations are increasingly assigning clear ownership for AI risk management, often combining legal, compliance and technology leadership into centralized governance structures.

Rather than treating AI oversight as a purely technical responsibility, companies are moving toward models where accountability for AI decisions mirrors other enterprise risk functions, such as financial controls or cybersecurity. The report notes that this shift is being driven by growing regulatory expectations that companies identify specific individuals responsible for ensuring AI systems are explainable, auditable and compliant.

For corporate legal departments, the emergence of dedicated AI accountability roles could reshape internal governance by elevating legal teams into providing continuous oversight, rather than limiting their involvement

to contract review or regulatory response after deployment.

Dataiku said in accompanying survey materials that boardroom pressure to demonstrate measurable returns on AI investments has surged, with 98% of CIOs reporting increased expectations from directors since 2024.

The company also said 71% of respondents expect AI budgets could face cuts by mid-2026 if projects fail to meet performance targets.

The most consistent finding across the report centers on explainability, an issue increasingly viewed by corporate counsel as a major compliance vulnerability.

Eighty-five percent of CIOs said gaps in their ability to explain AI outputs have delayed or prevented projects from reaching production, "a global admission that the systems many enterprises are building cannot yet be defended at scale," Dataiku said.

Those limitations pose legal challenges in sectors where companies must justify automated decisions affecting customers,

employees or financial outcomes.

Without clear documentation of how AI systems generate results, organizations may struggle to respond to regulatory investigations, defend decisions in litigation or demonstrate compliance with emerging AI governance laws.

The survey also found that AI development is spreading faster than internal oversight structures can keep up.

Eighty-two percent of CIOs said employees are creating AI agents and applications faster than IT departments can properly govern them, raising risks tied to data security, intellectual property protection and regulatory compliance.

Legal experts say such uses of "shadow AI" can create significant exposure when tools are deployed without formal risk review or contractual safeguards.

The report also highlights uncertainty and missteps around vendor selection and accountability. Seventy-four percent of respondents said they regret at least one major AI vendor decision made within the past 18 months, citing

such concerns as insufficient transparency, unclear liability frameworks and integration challenges.

The findings suggest many companies entered AI partnerships before fully assessing long-term governance and compliance implications.

The report characterizes enterprise AI strategy as entering a new phase focused on risk management rather than rapid deployment.

"If 2024 was the year enterprises proved they could build with AI, and 2025 was the year they proved they could deploy it, then 2026 is the year they must prove they can govern, defend and measure it and do so at scale, under scrutiny, and with consequences attached," the report states.

Nearly four in five CIOs said legal, compliance and risk leaders will need to play a larger role in AI governance going forward.

"In the past, the CIO could argue that AI was early, evolving, or 'still being optimized,'" the report notes. "In 2026, that defense collapses. Regulators will ask for traceability. Boards will ask for performance.

Investors will demand value generation. Customers will punish failures with loss of trust. And, internally, employees will keep building AI faster than governance can catch up," the report notes.

The report notes that CIOs are already feeling the heat, with 52% of respondents believing insufficient AI explainability is likely to trigger a crisis that erodes customer trust or brand credibility, with data privacy failures cited as the most likely cause of a crisis, followed by insufficient explainability.

For corporate counsel, the findings underscore a growing reality: AI oversight is evolving into a core enterprise risk function, requiring closer collaboration between legal departments, technology leaders and C-suite executives.

Organizations that fail to close governance gaps, the report warns, may face increasing regulatory scrutiny, litigation exposure and financial pressures.

@ Michael Gennaro can be reached at michael.gennaro@alm.com.

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Expert Analysis

CONSTRUCTION ACCIDENT LITIGATION

Out To Lunch, Again

Where a worker who was hired to perform some kind of covered "construction" work within the ambit of Labor Law sections 240 or 241(6) is injured during lunch, while on a coffee break, or while on his or her way to or from lunch or a similar break, and where the accident is caused by some hazard within the scope of those statutes, does the worker have a viable cause of action under that statute? Or does the fact that the worker was not actually hammering, painting, or performing other covered work when injured place the worker beyond the protection of those statutes?

I last addressed these issues in an April 2019 column but a February 2026 First Department ruling makes the subject timely once more.

The Court of Appeals' Framework

The Court of Appeals has not had occasion to specifically address the "lunch/coffee break" issue but, as I noted back in 2019, the landscape is shaped by four Court of Appeals rulings: *Martinez v. City of New York*, 93 NY2d 322 [1999], *Prats v. Port Auth. of New York and New Jersey*, 100 NY2d 878 [2003], *Beehner v. Eckerd*, 3 NY3d 751 [2004] and *O'Brien v. Port Auth. of New York and New Jersey*, 29 NY3d 27 [2017].

Essentially, when one asks whether the plaintiff's or decedent's work fell within the ambit of Labor Law sections 240 or 241(6), one may be asking one of two questions: 1) whether the project as a whole was "construction" work within the scope of either statute, or, 2) whether the subject accident's relation to the covered activity was such as to entitle the worker to the protection of the statute at the time of the subject event. The four above-cited Court of Appeals decisions address the second question.

The first decision, in *Martinez*, involved a worker who "fell from a

By Brian J. Shoot



height while performing asbestos inspection work in a school building..." (93 NY2d at 324). Labor Law §240 lists the "construction" activities to what it applies (painting, pointing, repairing, altering, etc.). "Inspection" is not of itself an enumerated activity. The plaintiff-worker nonetheless urged he was entitled to the statute's protection because his work was a necessary prelude to any asbestos removal work.

The court rejected that thesis, stating that "the task in which an injured employee was engaged must have been performed during

The Appellate Division for the First Department and thereafter the Court of Appeals each split in *O'Brien* on the question of whether the plaintiff was entitled to summary judgment.

"the erection, demolition, repairing, altering, painting, cleaning or pointing of a building or structure" (93 NY2d at 326). Such was not the case in *Martinez* inasmuch as "plaintiff's work as an environmental inspector during phase one was merely investigatory... was to terminate prior to the actual commencement of any subsequent asbestos removal work... and any future repair work would not even be conducted by Kaselaan, plaintiff's supervisor, but by some other entity."

In the second case, *Prats*, the plaintiff's employer had been retained to perform work that "involved cleaning, repairing and rehabilitating air handling units" in several buildings in the World Trade Center Complex (100 NY2d at 878). There was no doubt that the contracted work as a whole fell within the ambit of the statute inasmuch as some of the air handling

units were built into the walls and plaintiff's employer was required "to level floors, lay concrete and rebuild walls."

However, plaintiff was not doing any of that construction-type work at the moment he was injured. Rather, plaintiff's co-worker was up on a ladder, "inspecting and putting the finishing touches" on one of the air handling units. Plaintiff himself was not even touching or inspecting the unit. He was there to hand the co-worker a wrench when, as it happened, the ladder slid out.

The *Prats* court reasoned that it was "neither pragmatic nor consistent with the spirit of the statute to isolate the moment of injury and ignore the general context of the work." The governing consideration was that plaintiff "was a member of a team that undertook an enumerated activity under a construction contract." Contrasting the case before it with the situation in *Martinez*, the *Prats* court observed that *Martinez* involved inspection work that "was to end before any asbestos removal would begin." Here, "the work here did not fall into a separate phase easily distinguishable from other parts of the larger construction project" and "[t]he inspections were ongoing and contemporaneous with the other work that formed part of a single contract."

Beehner, the next in the series of high court rulings, also arose from repair of an air handling unit, albeit a single such unit in the defendant's store. But the wrinkle was that the plaintiff-worker had actually finished effecting repairs. He then went back up to the building's roof in order to obtain the serial and model numbers of the machine, information he needed to complete his paperwork, and fell while descending from the roof. The court ruled that while "[w]e will not 'isolate the moment of injury'" (quoting *Prats*), "the statute does not cover an injury occurring after an enumerated activity is complete" and "as in *Martinez*, there is a bright line separating the enumerated and nonenumerated work" (3 NY3d at 752).

In *O'Brien*, the most recent of the four Court of Appeals' rulings, there was no doubt that the project as a whole fell

BRIAN SHOOT is a partner at Sullivan Papain Block McManus Coffinas & Cannavo.

SECOND CIRCUIT REVIEW

Staying Parallel State Proceedings in RICO Litigation: 'GEICO v. Patel'

In *Government Employees Insurance Company v. Patel*, No. 24-191, —F.4th—, 2026 WL 272486 (2d Cir. Feb. 3, 2026), the U.S. Court of Appeals for the Second Circuit addressed the question of whether a federal district court may, via a federal RICO action, stay hundreds of parallel state court and arbitration proceedings separately brought by defendants. In an opinion authored by Senior Circuit Judge Susan L. Carney, joined by Circuit Judge William J. Nardini, the Second Circuit affirmed the district court's injunction and stay, holding that GEICO sufficiently demonstrated irreparable harm, serious questions going to the merits, and a balance of hardships tipped decidedly in its favor. Circuit Judge Michael H. Park concurred in the judgment but wrote separately to express reservations about the court's interpretation of the Anti-Injunction Act.

Background and the District Court's Decision

GEICO and three of its subsidiaries sued Dr. Bhargav Patel and associated entities in the United States District Court for the Eastern District of New York, alleging a RICO scheme whereby defendants systematically tried to exploit New York's no-fault automobile insurance laws. According to GEICO, from August 2019 to April 2023, defendants submitted approximately \$3.4 million in no-fault benefits claims for treatments that were "medically unnecessary, experimental, excessive, illusory, and otherwise unreimbursable." GEICO alleged that defendants engaged in improper "patient procurement" practices, including kickback arrangements with third-party brokers who referred



By Martin Flumenbaum

And Brad S. Karp

injured individuals to four clinics in Queens.

Defendants, sometimes through unlicensed providers (rather than Dr. Patel himself) would then conduct consultations and treatments designed to maximize billing up to the no-fault \$50,000 maximum, rather than address actual medical needs.

The court identified no error in the district court's assessment that GEICO had made a sufficient showing.

Following GEICO's federal action, defendants filed approximately 605 individual collection actions against GEICO in arbitration tribunals and New York state courts, seeking sums totaling over \$2.675 million based on benefits claims GEICO had disputed or denied. GEICO sought a preliminary injunction from the district court to stay all of defendants' collection proceedings and enjoining them from filing any new actions until the district court ruled on the pending RICO action. Defendants opposed, arguing that GEICO had failed to demonstrate irreparable harm, that the balance of hardships weighed in their favor, and that the Anti-Injunction Act, 28 U.S.C. §2283, barred an injunction.

District Judge Kiyu Matsumoto granted the motion, staying the pending collection state and arbitration proceedings and enjoining defendants from filing any additional actions. See *Gov't Emps. Ins. Co. v. Patel*, No. 23-CV-2835, 2024 WL 84139 (E.D.N.Y. Jan. 8, 2024). The court concluded that GEICO

sufficiently demonstrated serious questions going to the merits, irreparable harm, and a balance of hardships tipping decidedly in its favor.

The court's irreparable harm finding rested on GEICO's showing of the risk of inconsistent state court judgments and the likelihood of unnecessary expenditures of time and resources in the multiple state court proceedings. The court further determined that under the "in aid of jurisdiction" exception to the Anti-Injunction Act it had authority to enjoin the state proceedings.

The Second Circuit's Decision Irreparable Harm

Writing for the majority, Judge Carney began with the "single most important prerequisite for the issuance of a preliminary injunction:" irreparable harm. The court identified no error in the district court's assessment that GEICO had made a sufficient showing. The court reasoned that the pendency of hundreds of collection actions posed a clear risk of "inconsistent arbitration decisions and judicial judgments," simply by their numerosity. Moreover, if not stayed, the individualized nature of the collection actions created a risk that "defendants' overarching fraudulent scheme, as alleged by GEICO, will be unrecognized by any individual state court or arbitrator and that the district court will be precluded from providing complete relief to GEICO if GEICO proves to be so entitled."

The court explained that no-fault arbitrations "generally contemplate no substantive discovery" and claims are often "heard and resolved in minutes." Even in state court, the "limited nature" of each individual no-fault reimbursement case would undermine GEICO's capacity to prove the alleged complex fraud. The district court, reviewing aggregated claims, would be better positioned to "identify patterns" and discern whether defendants adhered to predetermined treatment protocols regardless of individual medical needs.

The court also

MARTIN FLUMENBAUM and BRAD S. KARP are litigation partners at Paul, Weiss, Rifkind, Wharton & Garrison, specializing in complex commercial and white-collar defense litigation. MICHAEL J. PISEM, a litigation associate at the firm, assisted in the preparation of this article.

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Off the Front



Aidala, Bertuna & Kamins will represent the former movie producer on appeal. Shown in the picture above from left are, seated **Barry Kamins** and **Arthur L. Aidala**, and standing **John S. Esposito** and **Diana Fabi Samson**.

Weinstein

« Continued from page 1

opinions on legal strategy and personality conflicts, sources with knowledge of the relationship have said. Agnifilo and others departed Brafman to start their own firm, Agnifilo Intrater, in 2024.

Agnifilo Intrater takes over as Weinstein faces a third trial in Manhattan on a single third-degree rape charge, which stems from his alleged sexual assault of his former sometimes-girlfriend and actress, Jessica Mann, in 2013.

A jury last summer found Weinstein guilty of forcing oral sex on production assistant Miriam Haley in 2006, but acquitted him of similar conduct in the case of model

Kaja Sokola. Jurors hung on the third count, relating to Mann.

Aidala Bertuna & Kamins will continue to represent Weinstein in his appeal of the guilty count and in pending civil matters, Aidala said.

“We have fought vigorously to protect his rights and ensure that he received a fair trial,” the lawyer said in a statement. “Our work does not end here. We will continue to advocate forcefully on his behalf in the appellate courts.”

Weinstein was scheduled to appear in court on Tuesday, but the matter was adjourned to accommodate new deadlines for motions in limine, a DA spokesperson said. Manhattan Supreme Court Justice Curtis Farber in January unsuccessfully attempted to strike a plea deal between the par-

ties to avoid a third trial and set a trial date for March. Weinstein is now due back in court on March 4.

Kaplan, who is currently also representing Luigi Mangione in his state and federal court case, declined to comment further.

In addition to Mangione’s cases, Agnifilo Intrater in recent years has represented Sean “Diddy” Combs and is currently representing three real estate brothers, Alon, Oren and Tal Alexander, in a federal sex trafficking trial taking place in the Southern District of New York. Kaplan previously represented “Pharma Bro” Martin Shkreli, while Agnifilo and Geragos represented NXIVM leader Keith Ranieri.

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Panel

« Continued from page 1

Paladino said the top court applied the same rule as the one receiving a lot of attention in the recent tariff opinion from the U.S. Supreme Court, centering on the question of whether a statute delegated the authority of one branch of government to another. “It’s similar here in the sense that you need a clear statement,” Paladino told the program. “If it’s ambiguous, or the language isn’t expressed, the courts are going to decline in this case, to find an override of the common law.”

Paladino said he was nonetheless persuaded by Chief Judge Rowan Wilson’s 57-page dissent, which questioned the need for the internal affairs doctrine in today’s day and age, given New York is a foremost player in the world’s economy.

Wilson’s pivot from the majority “was almost thorough to a fault,” Paladino said, long and comprehensive, and he wondered if people would bother to read it, though the state attorney suggested it was “very, very well done.”

Paladino discussed another damages decision, from October 2025, in *SanMiguel v. Grimaldi*, which reaffirmed Sheppard-Mobley, a settled rule of tort law that limits recovery of purely emotional damages in prenatal injury cases.

The case centered on a pregnant woman who sought emotional damages for malpractice during childbirth delivery through a vacuum extraction that hadn’t worked. An emergency C-section was performed, and the child was born but put on life support, dying a short time later.

Paladino said he was persuaded by Judge Jenny Rivera’s dissent, which questioned the validity of a policy concern for persons who hadn’t sustained a physical injury.

In cases of a child who is either born or dies shortly thereafter, Paladino said there’s no legitimate concern a mother is going to be feigning trauma, and in that respect, he said he didn’t “buy” the majority’s reasoning.

“Rivera cited well-documented studies that women in these circumstances suffer PTSD and severe emotional harm from prenatal torts,” he said. “So she did not see any good reason for applying this sort of policy concern that there might be feigning to the context of prenatal tort. She also pointed out that the doctor owes the mother a duty of care. She’s not just a vessel for the child.”

LeCours, the Court of Appeals’ former chief clerk and legal counsel, dissected cases in which she said she was impressed by the top court’s evidentiary reviews of matters.

In *Richard Hobish v. AXA Equitable Life Insurance*, a four-judge majority opinion in January 2025 by Judge Shirley Troutman affirmed the dismissal of a plaintiffs’ claims for breach of contract and violations of General Business Law §349.

The sophisticated insurance litigation matter arose from AXA’s 2015 decision to increase charges on universal life insurance policies, including one purchased by the plaintiffs in 2007, for an 82-year-old plaintiff whose policy had a \$2 million death benefit, provided it remained active upon his death.

The court held that AXA didn’t breach its contractual obligations and that plaintiffs failed to establish actionable damages.

The Court of Appeals, ruling that punitive damages are capped at \$1,000, also settled a long-running disagreement about the scope of remedies under the statute.

LeCours said the decision was rare because the Court of Appeals doesn’t often address contract damages. She said she found it rare that all seven jurists concluded that the policy’s use of the term “class” was an ambiguous provision of the contract.

Usually, she said, the court will find a way to reconcile provisions of a contract.

LeCours also discussed the three-judge concurrence by Judge Caitlin Halligan, which questioned the necessity of addressing punitive damages. LeCours said it emphasized judicial modesty, arguing the case was not ade-

quately litigated, and that the state Attorney General’s absence as a party was significant.

LeCours said the discussion highlighted the balance between judicial restraint and the need to address important legal issues, particularly when there is a split among lower courts.

LeCours also analyzed *Yi v. New York State Board for Professional Medical Conduct*, a challenge of a revocation of a radiation oncologist’s license. The litigation centered on the board’s reliance on testimony from an expert who wasn’t experienced in the field.

The court rejected the physician’s arguments, and key principles that emerged from the case was the insufficiency of clinical practice guidelines to establish the standard of care in tort, along with the ability of expert witnesses to rely on materials not in the record.

LeCours opined that she “loves it when the top court rolls up its sleeves on evidentiary” and procedural topics such as these.

“I just think it’s incredibly helpful to provide that kind of really practical, useful material for practitioners,” she said, while stating the top court’s review emphasized that the “fine line between independent research to explore the bona fides of an argument made by the parties, and a court overstepping into the realm of advocacy by significantly altering or expanding upon the arguments of the parties to reach a result.”

Hoover briefly addressed President Donald Trump’s criminal conviction for fraud in the Manhattan trial court, which is on appeal to the Appellate Division, First Department, though also subject to an attempt to remove to federal court.

Hoover said he finds it unlikely that a court would declare New York Executive Law 63(12) unconstitutional, and there’s a question about whether that issue was preserved, while adding that “the excessive fine issue is one that is tailor-made to go up to the U.S. Supreme Court if it’s somehow upheld in the First Department.”

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Program

« Continued from page 1

Turner, founder and chair of The Literature Society, artist Cassandra Bromfield, and the Douglass’ great-great grandson, Kevin Douglass Greene.

The tribute to the centennial of Black History Month includes a slideshow presentation, and there will be a special performance of the Black National Anthem—“Life

Every Voice and Sing”—by professional vocalist Lynnae Labato, and a spoken word performance by Ronald J. Taylor.

Chief Judge Rowan D. Wilson is scheduled to make remarks.

The program will also include a video tribute to former Williams Commission Chair, retired state Supreme Court Justice Lewis Douglass of Brooklyn.

Additional remarks will be delivered by Karlene Dennis, executive director of the Williams

Commission.

“Black History Month is both a reflection and a call to action,” Troutman said in the news statement. “As we commemorate 100 years of formal recognition, the Williams Commission reaffirms its commitment to honoring the legacy of those who paved the way while inspiring future generations.”

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Outside Counsel

Avoiding the ‘Action Over’ Trap in RPAPL 881 Licensing

By **Joseph D. Nohavicka**



Insurance coverage litigation is an area of the law that is not intuitive at all; things that sound simple are not, and traps abound for the unwary. The purpose of this article is to bring the reader’s attention to the Action-Over Trap: this is the potential exclusion contained in dense insurance policies for lawsuits by a developer’s employee against a property owner when obtaining an RPAPL 881 license to enter another’s property to make improvements or repairs on the developer’s property.

To illustrate, the owner of a vacant lot wants to erect a building there. Next door to the lot is a two-story framed house. Massive excavation on the lot is planned that will require the use heavy, loud equipment potentially causing construction vibration damage and, importantly for this article, the project will require the entry of workers onto the adjoining property.

The problem for the lot owner’s contractors is that they cannot just enter the property without permission—even if it benefits their next-door neighbor—for example, for placement of vibration monitoring equipment or installation protective nets or cantilevering structures. Those unauthorized trespasses would be actionable on the criminal side and in tort on the civil side.

Of course, the lot owner could, without judicial intervention, get written permission with terms and conditions, including insurance and remuneration for the license; or, if the license is refused, the lot owner could run to court and file an RPAPL 881 proceeding for a judicially mandated license.

Negotiating the Access License Without Litigation

Like the good neighbors in Robert Frost’s poem, Mending Wall, a client may want to cooperate and grant access to their neighbor voluntarily but as is their right, insist

JOSEPH D. NOHAVICKA is a partner with Pardalis & Nohavicka.

on acknowledging legal boundaries. In that case, although court intervention may not be necessary, the requirements of RPAPL 881 should still be met. The client should, at a minimum, expect and demand proper insurance. An indemnification agreement will not provide adequate security.

Filing the Petition for Access

A request to gain consent directly from the adjoining owner for access by a potential licensee

Read the commercial general liability policy critically, because a standard Commercial General Liability (CGL) policy often includes an ‘Employer’s Liability’ or ‘Action Over’ exclusion.

is a statutory condition precedent to filing a petition with the court. The petitioner must establish that permission to enter “has been refused.” The statute specifically notes that “refusal” is deemed to have occurred if the licensee has served more than one written notice by certified mail on the owner, and the owner has not responded within 60 days.

Contained in their application, filed against the owners and lessees, the petitioning party must articulate that the improvements or repairs cannot be made in a “commercially reasonable manner without entering the premises of an adjoining owner.”

The filing must explicitly state the “facts making such entry necessary” and the “date or dates on which entry is sought.” See, e.g., Matter of Thomas Anthony Hold-

ings LLC, 216 AD3d at 539-540 (1st Dep’t 2023) (“Although petitioner established its need for limited, reasonable access to respondents’ property and respondents’ refusal to provide access, the court providently exercised its discretion in denying the application on the papers, because petitioner failed to provide adequate or sufficiently specific information concerning the temporary overhead, chimney, and rooftop protections at issue to ensure protection of respondents’ interests.”).

Based on the recent amendments to RPAPL §881, a petitioner should detail an insurance package including their intention to obtain a commercial general liability insurance, naming the adjoining owner as additional insureds.

To satisfy the statutory requirement that this insurance be “commercially reasonable,” the petitioner should ensure the policy does not contain “Action Over” exclusions for employee injuries, as this is a primary source of litigation.

The licensee must be prepared to “reasonably compensate the adjoining owner for the loss of use and enjoyment” of their property, keeping in mind that the court is authorized to obligate the licensee to reimburse the owner for “reasonable fees incurred in connection with the review of relevant documents.”

The court will grant the license “in an appropriate case and upon such other terms as justice requires.” The text of the statute should mean that the adjoining owner must be protected from uninsurable risks and financial loss.

RPAPL 881, now explicitly states that the grant of any permission “shall be subject to the following conditions,” including: “The licensee... shall procure and maintain commercial general liability insurance for damage to persons or property, naming the adjoining owner... as additional insureds, in such amounts as are commercially reasonable for the entry...” RPAPL §881(4)(d).

The amendment has removed the option for a developer to offer only indemnification as the text mandates that the

IN BRIEF

« Continued from page 1

• **Aaron Hinds** has joined **McElroy Deutsch** as an associate.

• Boutique firm **Malkin Law** has promoted **Ashley Hanke** to partner.

• **Duane Morris** has promoted **Xiu Ming “Lily” Gao, Robert Carrillo, John I. Coster IV, Michael Ferri** and **Deanna Lucci** to partners.

• **Asher Belsky** has been elevated to partner at **Adler & Stachenfeld**.

• **Milbank** has promoted the following attorneys to special counsel in New York: **Anya Andreeva-Quirk, William Corso, Justin Cunningham, James Eland, Christina Glover, Jennifer Lang, Neda Matar, Ariel Oseasohn, Michael Rivkin, Louise Toledo Farias** and **Louise Toledo Farias**.

—Patricia Kane

Maurene Comey Joins Patterson Belknap Webb & Tyler as Litigation Partner

Maurene Comey, a celebrated prosecutor in the Southern District of New York who was abruptly fired last year by the Trump Administration, has joined Patterson Belknap Webb & Tyler as a partner, the firm announced on Wednesday.



Maurene Comey

In her new role, Comey will focus on white collar defense, investigations and complex civil litigation, per a press release announcing her hiring.

“We are thrilled to welcome Maurene to our firm,” Patterson Belknap co-chair and managing partner Dahlia Doumar said in a statement. “Her exceptional skill, depth of experience, and commitment to integrity make her a natural fit for our litigation department and our white collar defense and investigations practice.”

Comedy, 37, spent the last decade as an assistant U.S. attorney in the SDNY, where she served as co-chief of both the Public Corruption Unit and the Violent and Organized Crime Unit.

She worked on the prosecutions of Jeffrey Epstein and Ghislaine Maxwell, former doc-

tor and convicted sex offender Robert Hadden and musician Sean “Diddy” Combs. Comey also oversaw the public corruption trial of Robert Menendez, once a Democratic senator from New Jersey later sentenced to 11 years in prison.

“Maurene’s arrival marks an exciting opportunity for our firm,” said Joshua Goldberg, chair of Patterson’s litigation department and co-chair of its white collar defense and investigations group. “Her extensive trial experience and proven ability to lead complex, high-profile investigations will enhance the depth of our litigation department and further bolster our ability to serve clients across the globe.”

Comedy worked as a federal prosecutor through last July, when she was dismissed from her post without reason by the Department of Justice.

She sued the DOJ and Attorney General Pam Bondi in September, arguing she was wrongfully terminated and seeking an explanation, reinstatement, back pay and other damages. In a letter to the judge overseeing that case on Tuesday, her attorney said she is only now seeking reinstatement through December 20, 2025, which would restore her benefits and pension rights.

Her father, former FBI Director James Comey, has been seen as a political foe of President Donald Trump. In a lawsuit she later filed against the DOJ, she said she was given no explanation for her termination, but believes it was based on her family ties or perceived political affiliations. James Comey was indicted in September, though a judge later dismissed the case, finding the U.S. attorney who signed the instrument has no authority to hold the role. Comey decried his case as vindictive and selective prosecution.

—Emily Saul

Davis Polk Again Taps Cravath, This Time For Exec Comp Partner

In its second partner recruit from Cravath Swaine & Moore this year, Davis, Polk & Wardwell has added executive compensation partner Amanda Hines Gold in New York, the firm said Wednesday, noting the hire comes amid increasing demand in the practice. “Amanda brings significant

experience advising on the executive compensation aspects of complex transactions, as well as on the design and implementation of equity and other incentive compensation arrangements

for companies at all stages,” Neil Barr, Davis Polk’s chair and managing partner, said in a statement.

Hines Gold’s executive compensation matters include designing, drafting and negotiating severance, change in control and executive employment agreements, preparing related disclosures for securities filings, and managing executive compensation and employee benefits aspects of corporate transactions.

Davis Polk also added national security partner Benjamin Joseloff from Cravath in January.

Hines Gold has several years of partner experience. She was promoted as a partner at Morrison & Foerster in 2020, before moving to Cravath in 2022.

She and Davis Polk’s current head of executive compensation, Jennifer Conway, were both Cravath recruits. Conway joined Davis Polk from Cravath in 2022.

“She (Hines Gold) has deep experience advising clients on a variety of corporate transactions, from public and private company M&A matters to IPOs, as well as valuable experience in the tech space and with early-stage companies,” Conway said in a statement. “She represents an exciting opportunity to grow our team to meet increasing demand from clients.”

Hines Gold was not made available for an interview. A spokesperson for Cravath did not immediately return a message seeking comment.

The latest move highlights an accelerating recruiting battle now among elite firms for both junior and senior talent. At least seven partners have announced exits from Cravath this year, with these partners going in-house and to other firms. But Cravath, which introduced a nonequity partner tier and broke its lockstep compensation system in recent years, also promoted six lawyers to partner status at the beginning of 2026.

—Patrick Smith

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Corporate Update

Former GC, Webinar Host Joins Stanford Law AI Initiative as Founding Director

BY CHRIS O'MALLEY

VETERAN tech lawyer Irene Liu has joined the Stanford Law School AI Initiative as its founding executive director.

The interdisciplinary initiative will focus on how AI is developed, governed and used in law and public life.

Until recently, Liu was a lecturer and executive-in-residence at the University of California Berkeley School of Law, a role that



Irene Liu, executive director of the Stanford Law School AI Initiative

included serving as adviser to the UC Berkeley AI Institute.

To many, Liu is best known as the affable host of Berkeley's "Coffee Break with Irene Liu," a webinar series that features thought leaders in law and business.

On her LinkedIn page, Liu describes her new role at Stanford as forging strategic partnerships across industry, government and academia. » Page 6

How AI Is Changing The Incident Response Landscape: What GCs Need to Know

BY KIM PERETTI, LANCE TAUBIN AND CARSON KUCK

THE CYBER-THREAT landscape has always evolved rapidly, but the emergence and weaponization of artificial intelligence (AI)—particularly generative AI (GenAI)—by threat actors (TAs) represents a seismic shift. Just one year ago, we wrote about the early stages of adversaries using AI to automate and customize cyberattacks, primarily to improve phishing campaigns, develop deepfakes, and refine their tactics. Over the past year, TAs have significantly escalated their use of AI, moving from "vibe hacking"—the use of agentic AI systems that can reason, plan, and act autonomously as both technical consultants and active operators of cyberattacks—to unprecedented integration and autonomy of AI throughout the attack life cycle.

We are now starting to see polymorphic malware and "just-in-time" (JIT) AI-driven code regeneration, which are game changers. Polymorphic malware rewrites its code in real time, defeating traditional signature-based detection and even heuristic analysis, to evade detection. Compounding these risks are cyberattacks targeting AI systems themselves, such as prompt injection attacks that manipulate the reasoning layer of AI models and often leave no meaningful forensic trail. This creates significant limitations for conventional forensic tools and logging frameworks, which were never designed to capture the internal logic of autonomous AI agents.

The Evolution of AI in Cyberattacks: From Phishing Emails to Fully Automated AI-Powered Cyberattacks

Initially, TAs used AI to enhance phishing campaigns by improving grammar, tone, and personalization. Attackers soon leveraged AI to create convincing deepfakes for social engineering and fraud. By mid-2025, vibe hacking emerged as hackers deployed agentic AI systems as autonomous operators capable of executing complex, multistep cyberattacks. Today, organizations face fully automated AI-powered attacks with minimal human oversight.

This shift is driven by several factors:

- An evolution of AI to be able to execute nearly every stage of an attack.
- The maturing underground marketplace for illicit AI tools.
- AI's ability to complete cyberattacks faster than before.
- The reduced need for highly skilled or large teams of hackers to conduct cyberattacks.

In late 2025, a Chinese state-sponsored group (designated by Anthropic as GTG-1002) demonstrated "unprecedented integration and autonomy of AI throughout the attack lifecycle." GTG-1002 coordinated targeted attacks against approximately 30 entities, with Claude Code carrying out 80%-90% of an attack and humans only providing strategic oversight.

Although these attacks were sophisticated, » Page 7

KIM PERETTI is co-leader of the Privacy, Cyber & Data Strategy Team and National Security & Digital Crimes Team. LANCE TAUBIN is a partner at Alston & Bird. CARSON KUCK is an associate at the firm.

DISTRESS MERGERS AND ACQUISITIONS

Navigating Third-Party Releases and Gatekeeper Injunctions After 'Purdue'

By Corinne Ball



Article III courts continue to review liability management transactions and prepackaged chapter 11 plans to establish the boundaries of what bankruptcy courts may impose upon creditors who do not affirmatively consent or limit third party access to courts. In these cases, equitable mootness has not prevented review. Recently, in *In re Container Store Group, Inc.*, No. H-25-618 (S.D. Tex. Feb. 12, 2026), a challenge to the standing of the United States Trustee on appeal was rejected. This decision reconciles the Supreme Court's decision in *Harrington v. Purdue Pharma L.P.*, 603 U.S. 204 (2024), with a plan providing for third party releases, absent a creditor taking steps to opt out, as well as a gatekeeper injunction ostensibly protecting third parties from suit.

The decision turns on the questions left open in *Purdue*: what constitutes consent and the impact of full satisfaction. Late last year, these issues were addressed in *In re Gol Linhas Aéreas Inteligentes S.A.*, 25-cv-4610 (S.D.N.Y. Dec. 1, 2025), wherein Judge Cote rejected the notion that silence, inaction, or an opt-out mechanism can be treated as meaningful "consent" to third-party releases. In contrast, the reasoning of *Container Store* turns on the facts and circumstances surrounding the use of opt-out mechanisms to assess whether the device can establish "consent"

CORINNE BALL is a partner with Jones Day.

sual" releases or full satisfaction as permitted by *Purdue*.

At the same time, the Fifth Circuit's decision in *In re Highland Capital Management, L.P.* (*Highland II*), 132 F.4th 353 (5th Cir. 2025), reinforces another critical limitation: bankruptcy courts have only narrow authority to impose gatekeeper injunctions protecting nondebtors from suit. Together, these decisions continue the Article III judiciary's effort to calibrate the proper scope of bankruptcy court power in cases involving sophisticated parties and prepackaged plans, dispensing with equitable mootness and ruling on the merits of appeals. For practitioners and distressed investors, the message is nuanced but clear: consent can still be inferred from silence under appropriate circumstances, but gatekeeper protections cannot extend beyond the limited figures traditionally shielded under the Barton doctrine.

The Container Store: Facts and Circumstances May Vindicate the Reliance on Opt-Out Consent

The Container Store filed for chapter 11 on Dec. 22, 2025 with a prepackaged plan following a Transaction Support Agreement with its lenders. The plan was confirmed on Jan. 24, 2026, and went effective on Jan. 28, 2026. The plan included a third-party release provision, a permanent injunction enforcing those releases, and a gatekeeping provision requiring Bankruptcy Court approval before any party could sue the released parties, including defendants in related securities actions.

The plan impaired one class of funded debt which was entitled to vote. The plan provided full recovery to three other creditor classes, deeming them to have accepted

the plan and therefore non-voting. But the plan provided nothing to a class of subordinated debtholders and equity holders, deeming such parties to have rejected the plan and therefore were also non-voting. Even though only one class of creditors was entitled to vote on the plan, the disclosure statement and opt-out form were sent to all creditors.

The releases effected a release of enumerated categories of claims including the management, ownership or operation of the Debtors or the non-debtor affiliates, the purchase, sale or rescission of "any security" of the Debtor or the non-debtor affiliates and the "business or contractual arrangements between" any Debtor or non-debtor affiliate. The United States Trustee and the Securities and Exchange Commission objected, arguing that state contract law governs whether consent exists and that, under state law, silence cannot constitute acceptance of a release and permanent injunctions cannot be premised on the opt-out mechanic because it is barred by *Purdue*. The bankruptcy court overruled those objections and confirmed the plan.

On appeal, District Judge Lee H. Rosenthal first addressed standing,

Applying this standard to the plan, full satisfaction and consent existed for the voting class and the classes of claims that were unimpaired under the plan.

noting that the Bankruptcy Code itself prohibits the SEC from appealing and then addressed the standing of the United States Trustee. The court determined that the United States Trustee had standing because it represents a significant and concrete public interest in this case by advocating for those who have not

formally appeared in the proceedings.

The court moved on to the Debtor's request to dismiss the appeal as equitably moot, observing that its analysis must take into account whether a stay has been obtained, whether the plan has been substantially consummated, and whether the relief requested would affect either the rights of parties not before the court or the success of the plan. A stay had not been obtained and the plan had been substantially consummated, leaving the third factor as determinative.

The court observed that the Fifth Circuit is "more hesitant to invoke equitable mootness than many circuits, treating it as a 'scalpel rather than an axe.'" The court reasoned that there was insufficient justification for equitable mootness because the appeal challenges only certain "excisable" provisions and raises important questions of due process and fairness in the bankruptcy context.

Turning to the third party releases, the US Trustee raised two issues: does state or federal law determine whether the claimants consented to the third party releases and what does consent require under the applicable law. The court concluded that federal law, not

state contract law, governs what constitutes consent to third-party releases in a bankruptcy reorganization plan. The court identified two independent bases for this conclusion. First, the Bankruptcy Code itself, through sections 1123(b)(6) and 105(a), grants bankruptcy courts authority over consensual third-party » Page 9

VerdictSearch

shopper injured by runaway cart on store's escalator

Type: Verdict Plaintiff
Amount: \$9,903,825
Case Name: Rose Mendes Nudelman v. Costco Wholesale Corporation, No. CV 10-0374
Court: U.S. District Court, Eastern District
Injury Type(s): arm, neck, neurological-reflex sympathetic dystrophy (complex regional pain syndrome)
Case Type: Premises Liability - Store Worker/Workplace Negligence - Premises Liability - Res Ipsa Loquitur; Escalator Accidents, Negligent Repair, Maintenance
August 3, 2013
U.S. New York, NY

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At first glance, last year was seemingly a good one for personal-injury plaintiffs, who were victorious in 42.2% of all suits resolved via verdict or settlement, based on cases reported to VerdictSearch. That figure represents a five-year high, as depicted by the chart's blue line. However, as the red line shows, settlements fell by 10.4%, to 25%, from 2012's rate of 28.9%. The bottom line? Defendants prevailed in more cases last year, up from 57.8% in 2012.

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Study Challenges Perception That Managers Favor AI Over People

BY MICHAEL GENNARO

THE NARRATIVE of AI replacing human workers is hitting a "hard ceiling" in the executive suite, according to the "2026 State of AI at Work Report" from Udacity, the online-education unit of Accenture.

The report, based on a survey of 751 knowledge workers and leaders, provides a reassuring reality check for rank-and-file workers fearful that artificial intelligence agents will take over huge swaths of jobs currently performed by human beings. Ninety-one percent of the professionals surveyed said they would refuse to replace their entire teams with AI agents, even if technology advancements made doing so possible, and 67% would rather invest \$5,000 to upskill an existing employee in AI than pay a 25% salary premium to recruit a new hire with those same skills.

This preference is driven by what the study calls the "value of context." In other words, "An existing employee who understands your company's unique data and customer needs is far more valuable than an AI expert who does not. Leaders are realizing it is faster to teach an employee AI than it is to teach an AI expert your business."

Survey respondents said human beings outperform AI agents in three key areas: innovation, client relations and risk management. Sixty-two percent say they believe AI simply cannot create the new products and services their customers will demand in the future, while 53% noted that customers express a clear preference for working with people.

Security remains a significant barrier as well, with 49% of respondents citing oversized privacy and security risks as reasons to avoid an all-AI workforce.

While studies abound documenting executives' anxiety that they're not moving fast enough to adopt AI, the Udacity survey found they're also worried about going overboard with AI adoption. Thirty-eight percent of respondents said that if they went with an all-AI workforce they wouldn't be able to remain competitive with firms embracing a "human plus AI strategy."

Furthermore, 30% of respondents expressed a personal preference for human collaboration, warning that product quality would inevitably decline with an AI-only workforce.

The report signals that AI has matured beyond the experimental phase, with 49% of respondents reporting that their AI initiatives are now profit centers rather than cost centers.

This profitability is fueling investments in creating hybrid "agentic" workforces, where autonomous agents work alongside human workers. Respondents forecast that the percentage of team capacity provided by AI agents will increase from 8% as of early 2025 to 19.5% this year.

That evolution is also being fueled by the reality that it's easier to get budget approval for technology investments than for adding » Page 9

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Official Publication for the First
And Second Judicial Departments

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The New York Law Journal
(ISSN 0028-7326) (USPS 383020)
is published daily except Saturdays, Sundays
and legal holidays by ALM,
220 E. 42nd Street, 21st Floor,
New York, N.Y. 10017. Periodicals postage paid at
New York, N.Y. and at additional mailing offices.

Designated by the New York Court of Appeals
pursuant to Article VI, Section 28(b)
of the State Constitution.

Designated by the Appellate Divisions,
First and Second Departments,
pursuant to authority conferred on them
by Section 91(1) and (2) of the Judiciary Law.

Designated by the U.S. District Court
for the Southern and Eastern Districts

of New York as a newspaper of general
circulation for the publication of legal notices
in civil and admiralty causes.

Postmaster: Send address changes to the
New York Law Journal, 220 E. 42nd Street,
21st Floor, New York, N.Y. 10017. Available on
microfilm and microfiche. Rates on request. The
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'Action Over'

«Continued from page 4

Licensee “shall procure” insurance. And it appears that all the lot owner would have to do with respect to insurance coverage is maintain a commercial general liability (“CGL”) policy and name the owner of the abutting property as an additional insured; right? Wrong. In most cases, the answer is, no.

When learning insurance coverage law, there are three important rules that are taught at the very beginning: 1) you cannot cre-

A policy containing an ‘Action Over’ exclusion is not ‘commercially reasonable’ in the New York construction context. . . .

ate coverage where coverage never existed (*Zappono v. Home Ins. Co.*, 55 N.Y.2d 131(1982) (denial of coverage based on exclusions versus complete lack of inclusion); 2) an additional insured has no greater rights than the main policy holder; *Burlington Ins. Co. v. NYC Transit Auth.*, 29 N.Y.3d 313 (2017) (additional insured coverage based strictly on the plain language of the policy’s endorsements and exclusions); and the most important these, 3) read the policy (every Insurance Law professor in the U.S.).

Read the commercial general liability policy critically, because a standard Commercial General Liability (CGL) policy often includes an “Employer’s Liability” or “Action Over” exclusion. That is what you have to look for, and that is the Action Over Trap.

New York Workers’ Compensation laws prevent the employee from suing their own employer (the developer), the employee sues your client, being the adjacent property owner, instead, typically under New York Labor Law strict liability statutes, including Labor Law §§240(1) and 241(6), which hold property owners strictly liable for injuries to construction workers on their land. After being sued, the property owner then seeks coverage from the developer’s insurance company, asserting their rights as an additional insured on the developer’s policy.

Therefore, understanding the scope of an Action Over exclusion is critical. If the developer’s policy excludes those claims, as they typically do, the additional insured status offered to the licensor is worthless for those specific injuries.

Moreover, an indemnification clause in the license will not fulfill the statutory obligations now imposed by RPAPL 881. That is because if an injury occurs and coverage is denied, the licensor would be forced into third-party litigation to enforce the indemnification, necessitating the fronting of legal fees and carrying the risk that the developer cannot pay.

Because the statute requires the licensee to insure for “damage to persons,” the presentation

of a policy that excludes coverage for the very people most likely to be injured, the developer’s employees, even with an indemnification agreement, the licensee fails to satisfy the statutory requirement that the licensee procure CGL insurance “in such amounts that are commercially reasonable for the entry to the adjoining property.”

An additional insured has no greater rights than the policyholder, and if the policyholder is excluded from coverage for “damage to persons” (specifically employees), the offered policy fails to satisfy the critical

“condition” of Section 881(4)(d). The “Additional Insured” endorsement is rendered illusory for the project’s primary risk, making the offer commercially unreasonable.

Points to Keep in Mind Post-Licensing if Stuck With An Action Over Exclusion

While the additional insured is bound by the policy’s exclusions, the insurer must follow specific rules to enforce them. Under Insurance Law §3420(d) (2), an insurer cannot enforce an exclusion against an additional insured unless it sends a timely notice of disclaimer directly to them. Notifying only the named insured is insufficient; the additional insured is not bound by a disclaimer sent only to the primary policyholder.

Before looking at exclusions, you must determine whether the named insured was a proximate cause of the injury. If the property owner caused the injury and the named insured was not at fault, coverage is never triggered; the Action Over exclusion is never reached. If the named insured’s actions contributed to the injury, coverage is triggered.

Once coverage is triggered, the insurer will try to use the Action Over exclusion to deny it. Because an exclusion is not a total lack of coverage Zappono mandates that the insurer must provide a timely disclaimer under Insurance Law §3420(d). If the insurer identifies the employer’s fault but waits too long to notify the additional insured of the Action Over exclusion, they are precluded from using it.

What About the Costs Incurred in Requiring Statutory Compliance?

If a developer cannot afford proper insurance, they are arguably shifting the risk of their project onto the innocent neighbor.

In *Panasia Estate, Inc. v. 29 W. 19 Condominium*, 224 A.D.3d 414, 414 (1st Dept. 2024), the court awarded attorney fees in the amount of \$69,201.11 to respondent in a pre-amendment RPAPL 881 proceeding. The court noted that fees in an RPAPL 881

proceeding are not awarded to the prevailing party, but rather, to respondents who “are not accused of any wrongful conduct but are haled into court by a petitioner seeking access to their properties solely for its own benefit.”

Moreover, in *550W21 Owner LLC v. Board of Mgrs. of 120 Eleventh Ave.*, 2025 NY Slip Op 51609(U) (Decided on Aug. 8, 2025) (Sup. Ct., New York Co.) (Lebovits, J.), the court acknowledged that “Courts issuing §881 licenses ordinarily award respondents/licensors reasonable attorney fees and engineering and other professional fees.”

The court continued, “A compulsory licensor, the Appellate Division has explained, should be awarded those fees because it would be unfair to put a respondent/licensor in the position of either having to incur the costs of a design professional to ensure petitioner’s work will not endanger his property or having to grant access without being able to conduct a meaningful review of petitioner’s plans. (Matter of *Panasia Estate*, 204 AD3d at 37, quoting *Matter of Van Dorn Holdings, LLC v. 152 W. 58th Owners Corp.*, 149 AD3d 518, 519 [1st Dept. 2017].)”

The court then concluded: “Attorney/professional fees in this context, therefore, ‘are not an incident of litigation but rather part of the process of negotiating a license agreement. (*Id.* at 38.)”

Conclusion

A policy containing an “Employer’s Liability” or “Action Over” exclusion is not “commercially reasonable” in the New York construction context as mandated by §881(4)(d) is rendered “worthless” for the most common risk. Insist on coverage for injuries suffered by the developer’s employees.

Do not rely solely on an ACORD 25 (Certificate of Liability Insurance); or the Additional Insured Endorsement (certificate verifying that the adjacent property owner is named as an additional insured on the general liability policy); and do not any oral assurances that “you’re covered.” General Liability Policies provide coverage, generally, except for those events specifically excluded. Read the policy, completely, especially to determine if it contains the Action Over exclusion.

In the case of property access licensing, good insurance makes good neighbors.

Letters Welcome

The Law Journal welcomes letters from its readers for publication. They must contain the names and addresses of correspondents. Letters should be of reasonable length and submitted with the understanding that all correspondence is subject to the editorial judgment of the newspaper in considering duplication, length, relevancy, taste and other criteria. Letters may be e-mailed to:

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Perspective



President Donald Trump holds a reciprocal tariffs poster during a tariff announcement in the Rose Garden of the White House on April 2, 2025.

The Supreme Court Tariffs Decision Afterwards & After-words

BY JOSEPH W. BELLACOSA

The Supreme Court (Article 3) has spoken on the question of the President’s authority to impose tariffs under IEEPA (International Emergency Economic Powers Act [1977]). A Niagara of words flowed in seven opinions to a bottom-line judgment, to wit: the tariffs are not authorized within the constitutional conferral of limited executive powers (Article 2), and are not sufficiently woven into support for an un-enacted power granted from Congress (Article 1) to impose such tariffs, by the deployment of a sketchy statutory interpretation in an E.O. (executive order).

Aside however, from the traditional bottom-line “Ordered Decree Adjudged” decree—unadorned clarity there, at least—the multiple opinions clash on several complex legal doctrines and inaugurate a feast for academic and media commentators. I yield that vast field entirely to others, except only for these after-words pertaining to the ensuing complexity on how to repay the billions of dollars to widely different claimants for the unfounded collected tariffs.

The open-ended remittitur and thousands of new lawsuits that will ensue are likely to find themselves in a veritable no man’s land of procedural confusion, or as has been characterized by others in the fallout from the decision—a “state of mess.”

New York State’s rich reservoir of jurisprudence is available for the Federal Judiciary to tap into as it shapes the next-steps process suitable to this unique conundrum. In the particular context of the run-up to this SCOTUS case back in September, 2025, I described that post-judgment payout in an essay referencing *Flushing National Bank v. The Municipal Assistance Corp.*, 40 N.Y.2d 731 [1976]. (See, NYLJ [09-29-2025]: “*The President, The Con-*

gress, *The Supreme Court – Who’s the Boss on Tariffs?*” by Joseph W. Bellacosca).

In the *Flushing Bank* case, an enacted State law (not a unilateral ukase, an E. O. [Executive Order]) dealt with an emergency New York City crisis—a likely fiscal municipal bankruptcy. A moratorium paused the due payment of New York City bonds, but the New York State Court of Appeals ruled the statute unconstitutional under the State’s full faith and credit protection. The payments of the bonds, adjudicated as payable forthwith as promised, were then handled by a creative *ad hoc* process under the

Ironically, someone who habitually scorns ‘losers’ is perhaps unaware that he thus casts himself as a classic ‘sore loser’ about this historically benchmark case.

supervision of a judicially appointed Special Master, a retired Court of Appeals Judge. Payments were verified and delivered over time in an orderly process.

The Federal Judicial Branch can draw a lesson there on how it, too, might adapt and adopt a creative uniform regimen for the repayment of wrongly collected tariffs. Whatever that turns out to be, it would be irrespective of what the President may next try to impose prospectively under different authority sources—if they happen to survive likely challenges, too.

It would be far better for the Federal judicial powers—that-be to find an Occam’s Razor solution (akin to the New York Court of Appeals model adopted almost 50 years ago) over letting some Rube Goldberg haphazard apparatus take hold. That way, some measure of fairness, even-handedness, efficiency, and overall timeliness may be achieved in an orderly process for the multitude of differently aggrieved claimants.

Ruefully, however, some further after-words concerning this matter

call out for attention. The nation is being subjected to a monumental “separation of powers” test of wills and authority in “breaking news” real time cycles. The President has chosen to display a woeful deficit of institutional respect for a co-equal branch of government.

Instead, based on the mere fact that the Court’s ruling does not align with his preferred outcome, he launched insults against its integrity of process, while also denigrating the intellectual honesty and conscientious fidelity of individual Justices as each fulfilled his and her duty and oath under the Constitution as each discerned

it as members of the institutional High Court after time-reflected deliberation and judicious consultation. Frankly, based on the state of the then-extant law, the President should have been prepared for a predictably likely adverse outcome, rather than unwisely projecting, throughout the time that the appeal was pending *sub judice*, that the Supreme Court and its justices should bend to his policy viewpoint. His errant attitude, throughout, has reflected a state of mind that is fundamentally at odds with a faithful understanding of the principles of the separation of powers distribution of authority under the Constitution.

Ironically, someone who habitually scorns “losers” is perhaps unaware that he thus casts himself as a classic “sore loser” about this historically benchmark case, and that his conduct thus diminishes the premier office. His dimming portrayal is the exact opposite of what the Nation deserves from its elected leader who ought to exhibit conduct more worthy of human nature’s better angels.

JOSEPH W. BELLACOSA is a retired judge of the New York State Court of Appeals and retired dean emeritus and professor at St. John’s University School of Law.

Liu

«Continued from page 5

demia “to establish the AI initiative as a central hub for engagement on AI law and policy.”

At Berkeley, Liu taught a course in generative AI. She’s also served as an AI adviser to the California State Senate.

Concurrently, she’s been CEO of Hypergrowth GC, a consultancy for tech CEOs and senior leaders.

She spent the prior dozen years in the tech industry, culminating with a two-year run as chief financial and legal officer of the video teleconferencing company Hopin. She departed in 2022, and in August 2023, it was acquired by RingCentral Events.

Before Hopin, Liu was senior vice president and general counsel of background-check startup Checkr. She also held legal roles at cybersecurity firm Lookout and

at former smartphone pioneer BlackBerry.

Liu also has four years of government service. She was an attorney in the Federal Trade Commission’s Bureau of Consumer Protection and was a trial attorney in the Antitrust Division of the U.S. Department of Justice.

“Irene brings a rare combination of legal, technical and strategic experience to this role,” said Julian Nyarko, a Stanford law professor and co-chair of its AI Initiative.

“Her leadership will help expand Stanford Law’s research and training on AI while strengthening partnerships with the legal profession and technology sector.”

Liu announced her new job on LinkedIn, saying a passion for “building from the ground up” propelled her career in tech startups.

“I’m excited to help build a new hub for interdisciplinary AI work, bringing together faculty, students, industry leaders and policymak-

ers to shape how AI is governed and used responsibly,” she added.

Liu often featured prominent thought leaders in AI during her Coffee Break webinars. These included Margaret Mitchell, who co-founded Google’s Ethical AI Team.

During another episode, Ethan Mollick, co-director of Generative AI Labs at the University of Pennsylvania’s Wharton School, ran a live demonstration in which genetic AI would make certain autonomous decisions for a simulated financial services company.

The AI Initiative will serve as the hub for numerous other AI-driven centers and labs at Stanford. These include the Legal Innovation Through Frontier Technology Lab, the Deborah L. Rhode Center on the Legal Profession, and the Regulation, Evaluation and Governance Lab.

@ Chris O’Malley can be reached at chris.omalley@alm.com.

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Off the Front / Corporate Update

Deal

« Continued from page 1

in 2019 to provide damages to a class of merchants alleging an antitrust conspiracy between Visa, Mastercard and their affiliate banks concerning interchange fees, the fees charged to merchants to process credit card transactions.

Another settlement requiring the credit card companies to lower their rates is currently being evaluated by the court. Major retailers and trade groups have criticized the proposed fee reduction as insufficient.

But as that contentious second settlement is being weighed, the attorneys safeguarding the \$5.5 billion deal asked the court to block Betz & Baril from receiving any benefits from the damages settlement, saying they received numerous complaints over the past six years over the information Betz & Baril has been providing class members.

A recent complaint in November—the seventh incident involving Betz & Baril that class counsel is aware of—prompted discovery, which revealed a raft of what class counsel claimed to be sanctionable conduct.

Much of the sanctions motion revolved around ClickFunds, Betz & Baril's referral partner, with class counsel alleging that a "ClickFunds affiliated person" appeared to be the primary source for false information.

Class counsel argued the discovery showed that Betz & Baril was aware that ClickFunds was giving class members incorrect information and that Betz & Baril was continuing to associate with ClickFunds, despite saying it had dropped ClickFunds.

Betz & Baril explained it was working with ClickFunds on claims submitted during its earlier collaboration, but that it had stopped working with ClickFunds to submit new claims. ClickFunds joined in the response.

The pair argued that the proposed sanctions would void more than 4,100 ClickFunds contracts and deprive them of compensation for services already rendered. That penalty is "grossly disproportionate" to the alleged offense, they said, adding that the sanctions motion was based on emails concerning 48 class members, roughly 1% of the contracts.

They pushed the court to further investigate the claims, arguing that class counsel were calling for sanctions without depositions, depriving them of the opportunity to cross-examine the class member who submitted the November complaint.

"Due process requires a developed record before the Court could consider any punitive measure—especially one that would unwind private contracts between freely contracting parties," they said.

Allyssa Aquino can be reached at allyssa.aquino@alm.com.

Response

« Continued from page 5

ticated, AI tools still showed limitations, such as occasionally hallucinating data, misidentifying credentials, and flagging publicly available information as sensitive. These errors, however, can be corrected with minimal human oversight, rapidly shrinking the limitations to fully autonomous attacks.

Accelerated speed of AI-powered cyberattacks

AI has dramatically shortened the time required to execute a cyberattack, largely because it can gather and analyze data efficiently. AI tools accelerate the research phase of a cyberattack and improve the accuracy and completeness of a TA's data analysis.

Anthropic's November 2025 report illustrates how AI compresses every stage of the attack life cycle:

- **Reconnaissance.** AI agents can automate reconnaissance tasks such as scanning endpoints, mapping systems, and identifying exposures in hours rather than weeks.
 - **Vulnerability Discovery.** AI systems can autonomously test for misconfigurations, weak credentials, and exploitable flaws using adaptive scripts that evolve based on real-time feedback.
 - **Exploitation and Lateral Movement.** Agentic AI can sequentially leverage multiple vulnerabilities without human intervention, moving across networks and escalating privileges with minimal oversight.
 - **Credential Harvesting and Data Analysis.** AI accelerates credential cracking and can parse massive datasets for sensitive information at machine speed, enabling attackers to identify and prioritize high-value assets instantly.
 - **Exfiltration and Monetization.** AI orchestrates stealthy data exfiltration while simultaneously generating ransom notes or negotiating scripts tailored to victims.
- This level of automation is already happening in real-world campaigns. Compressing operations that once took weeks into hours or days is a paradigm shift in cyber-risk.
- Lowering the barrier to entry**
- AI has erased the need for cybercriminals to possess extensive technical expertise, fundamentally reshaping who can participate in

sophisticated cyber operations. What once demanded coordinated teams with deep specialization can now be executed by a single operator leveraging AI to develop ransomware, identify targets, and make both strategic and tactical decisions with unprecedented speed. This shift is not theoretical—AI is already enabling actors with minimal skill to simulate professional-grade competence and conduct end-to-end attacks that previously required years of training and collaboration.

AI-Powered Polymorphic Malware and Code Regeneration

In November 2025, Google's Threat Intelligence Group (GTIG) reported that TAs have shifted from leveraging AI for productivity to deploying AI-enabled malware, including JIT code regeneration that rewrites malicious code during execution and adapts in real time. This makes detection and traditional signature-based defenses far less effective. Other sources, including Anthropic, have documented AI-powered polymorphic malware that continuously mutates to evade detection, with emerging strains such as PROMPTFLUX using large language models (LLMs) to evolve and remain stealthy. Together, JIT regeneration and AI-driven polymorphism make advanced malware accessible to less-skilled actors and alter the landscape for enterprise security.

Cyberattacks on AI Systems And Investigation Gaps

Cyberattacks against AI systems are introducing new challenges for forensic investigations, and even strong endpoint detection, monitoring, and logging leave significant gaps when investigating AI-driven attacks. A major concern is prompt injection attacks, where attackers target AI systems and embed malicious instructions in seemingly normal inputs, such as hiding a "delete all logs" command. Because LLMs cannot reliably distinguish trusted commands from untrusted data, the AI may execute these instructions, creating challenges both for securing the AI system and investigating these attacks.

Conventional investigations depend on system-level logs to reconstruct attacks. However, prompt injection attacks occur inside the AI's reasoning layer, not at the operating system level. If the AI is instructed to erase or alter logs, investigators may only see the

outcome (e.g., data exfiltration or deletion) without any record of how it occurred. As a result, the "why" behind the attack is missing because the attack exploits the AI's cognitive process rather than the system's technical process, meaning forensic teams likely need new methods to reconstruct what happened.

Practical Tips And Actionable Steps

- As AI-driven cyber-threats accelerate, general counsel (GCs) play a critical role in shaping governance, risk management and legal response strategies.
- **Update Incident Response Procedures for AI-Powered Cyberattacks.** Companies should consider updating incident response procedures for the speed and complexity of AI-powered attacks and incorporate scenarios like polymorphic malware and prompt injections into tabletop exercises to test readiness and identify gaps.
- **Investigate AI-Powered Cyberattacks—Protect Privilege and Ensure Vendor Expertise.** GCs should structure investigations to preserve attorney-client privilege for new AI-related forensic evidence (such as prompt logs, model outputs, and reasoning steps) and ensure forensic vendors have appropriate AI expertise.
- **Audit AI Inputs.** Organizations should consider regularly auditing AI inputs to detect malicious prompts, reduce unauthorized activity, increase transparency into model behavior, and strengthen controls and accountability.
- **Revisit Vendor Management and Contracts.** Companies should consider updating vendor contracts to require monitoring for AI misuse, maintain audit trails for investigations, and comply with emerging AI regulations.
- **Review Governance and Oversight.** GCs can promote an AI risk-governance framework and ensure boards receive reporting on AI-related threats and mitigation strategies.
- **Monitor Regulatory and Liability Developments.** Companies can track emerging AI regulations and assess potential liability exposure for AI misuse or compromised AI systems.

Disciplinary Proceeding

The Appellate Division, Second Department

Matter of Simone Melissa Gold, an attorney and counselor-at-law

Motion No. 2022-10372

Appellate Division: Second Department

Lasalle, P.J., Dillon, Duffy, Barros, Dowling, JJ.

Decided: February 18, 2026

Catherine A. Sheridan, Hauppauge, NY (Ian P. Barry of counsel), for petitioner.

Long Tuminello, LLP, Bay Shore, NY (Michelle Aulivola of counsel), for respondent.

Per curiam—By affirmation dated December 22, 2022, on notice to the respondent, the Grievance Committee for the Tenth Judicial District advised the Court that on February 5, 2021, the respondent was charged with (1) obstruction of an official proceeding and aiding and abetting, in violation of 18 USC §§1512(c)(2) and 2, a class C felony; (2) entering and remaining in a restricted building or grounds, in violation of 18 USC §1752(a)(1), a class A misdemeanor; (3) disorderly and disruptive conduct in a restricted building or grounds, in violation of 18 USC §1752(a)(2), a class A misdemeanor; (4) disorderly conduct in a Capitol building, in violation of 40 USC §5104(e)(2)(D), a class B misdemeanor; and (5) parading, demonstrating, or picketing in a Capitol building, in violation of 40 USC §5104(e)(2)(G), a class B misdemeanor. On February 8, 2022, by written plea agreement and an accompanying statement of offense, the respondent pleaded guilty before the United States District Court for the District of Columbia to entering and remaining in a restricted building or grounds, in violation of 18 USC §1752(a)(1), a class A misdemeanor. On June 16, 2022, the respondent was sentenced to a term of imprisonment of 60 days, to be followed by a term of 12 months of supervised release, and directed to pay a fine in the sum of \$9,500 and restitution in the sum of \$500. By affirmation of counsel dated January 10, 2023, submitted in opposition to the Grievance Committee's affirmation, the respondent asked the Court to dismiss the matter against her or issue a letter of advisement. By decision and order on motion dated September 26, 2023, this Court, pursuant to 22 NYCRR 1240.12(c) (3)(ii), directed the respondent to show cause at a hearing before a Special Referee why a final order of suspension, censure, or disbarment should not be made based on her conviction of knowingly entering or remaining in a restricted building or grounds without lawful authority, in violation of 18 USC §1752(a)(1), a class A misdemeanor.

By order to show cause dated February 16, 2024, following a pre-hearing conference, the respondent moves (1) pursuant to CPLR 6301 to stay enforcement of the Court's decision and order on motion dated September 26, 2023, (2) pursuant to CPLR 3001 for a declaration that 18 USC §1752(a)(1) is essentially similar to Penal Law §140.05, which is a violation-level offense, and (3) to amend the Court's decision and order on motion dated September 26, 2023, so as to remit the matter to the Grievance Committee for a private resolution. Following a hearing on March 7, 19, and 29, 2024, the Special Referee filed a report dated May 14, 2024, setting forth his finding that the respondent failed to demonstrate why a final order of public discipline should not be made. The Grievance Committee moves to confirm the Special Referee's report and to impose such discipline upon the respondent as the Court deems

just and proper. The respondent submits an affirmation of counsel in opposition, requesting that the Court disaffirm the Special Referee's report and refer the matter to the Grievance Committee for a private resolution. The Grievance Committee submits an affirmation in reply. By two letters dated January 31, 2025, and April 17, 2025, the respondent notifies the Court that she was pardoned by President Donald J. Trump in connection with her conviction and reiterated her requests that the Court disaffirm the Special Referee's report and refer the matter to the Grievance Committee for a private resolution. The presidential pardon forgives the respondent's conviction but does not nullify it (see Matter of Barash, 20 NY2d 154, 157-158, citing Matter of Kaufman, 245 NY 423), and therefore, the basis of this disciplinary proceeding remains.

As part of the respondent's plea agreement, she confirmed that the accompanying statement of offense "fairly and accurately" described her actions and involvement in the offense to which she pleaded guilty and acknowledged "that the charges to be dismissed at the time of sentencing were based in fact." According to the statement of offense, the respondent traveled with her codefendant, John Strand, from Tampa, Florida, to Washington, D.C., and on January 5, 2021, the respondent gave a speech in support of the use of hydroxychloroquine and against COVID-19 lockdowns. On January 6, 2021, although the exterior plaza of the United States Capitol (hereinafter the Capitol) was closed to members of the public, the respondent entered the restricted area around the Capitol and stood with a crowd outside the East Rotunda doors. Shortly before the respondent breached the East Rotunda doors, "[d]irectly in front of [her]... a law enforcement officer was assaulted and dragged to the ground." After entering the Capitol, the respondent began a speech in Statuary Hall regarding her opposition to the COVID-19 vaccine mandates and government-imposed lockdowns. Multiple law enforcement officers had to intervene before the respondent left Statuary Hall.

In the statement of offense, the respondent also admitted that she knew that when she entered the Capitol on January 6, 2021, she did not have lawful authority to do so. The statement of offense also stated that on January 6, 2021, at approximately 1:00 p.m., a joint session of the United States Congress convened at the Capitol to certify the vote count of the Electoral College of the 2020 Presidential Election. Temporary and permanent barricades were in place around the exterior of the building, and Capitol Police were present and attempting to keep a large crowd away from the Capitol. The exterior doors and windows of the Capitol were locked or otherwise secured, and members of the Capitol Police attempted to maintain order and keep the crowd from entering the Capitol. At approximately 2:00 p.m., members of the crowd forced entry into the Capitol, including by breaking windows and assaulting members of law enforcement. As with the respondent, these crowd members were not authorized to enter or remain in the building. Members of the United States House of Representatives and the United States Senate and then Vice President Mike Pence evacuated chambers, and the session was effectively suspended until shortly after 8:00 p.m. the same day. The riot resulted in substantial damage to the Capitol, requiring more than \$1.4 million for repairs.

United States District Court Judge Christopher R. Cooper, who presided over the respondent's sentencing, rejected the notion that the respondent was a "casual bystander" in the events of January 6, 2021, stating that video evi-

dence showed that she was "part of an angry and aggressive... mob, crowd, of people intent on getting past law enforcement and entering the [Capitol]... where... police were obviously trying to keep people out." Judge Cooper noted that a Capitol police officer had been "pulled to the ground right in front of [the respondent]" and that she "used that as an opportunity to get into the building." Judge Cooper also stated that "[g]iven the chaos and the broken glass and the presence of the multiple police officers, it is obvious that [the respondent] knew it was a very dangerous and potentially violent situation, yet [the respondent] went in nonetheless," and that she remained in the Capitol for between 45 and 60 minutes, continuing to give speeches despite "multiple officers" directing her to leave. Although the respondent received a two-point sentencing reduction based on her acceptance of responsibility for her crime, Judge Cooper did not believe that she had "truly accepted responsibility" based on, inter alia, the respondent's characterization on a website that her prosecution was political persecution and an attempt to intimidate her for exercising her First Amendment rights. The respondent failed to mention the lives lost at the Capitol on January 6, 2021, and in the aftermath, or the experience of members of Congress and their staff members during the "chaos" of that day. Judge Cooper noted the respondent's clear intelligence, which led him to believe that the respondent "well knew what [she was] doing."

The Grievance Committee's hearing evidence included the indictment, the respondent's written plea agreement and the accompanying statement of offense, the transcript of the sentencing proceeding, and the criminal judgment. The respondent submitted as exhibits a permit authorizing her to give a speech outside on the Capitol grounds on January 6, 2021, a certificate of termination from supervised release, a video prepared for and submitted to the District Court in connection with the respondent's sentencing, of the respondent speaking about herself and her background and the recorded testimony of six character witnesses, and a video of closed-circuit television footage capturing the respondent's entry into the Capitol on January 6, 2021. The videos were accepted by the Special Referee over the Grievance Committee's objection.

The respondent asserted several facts at the hearing that differed from the facts she swore to as part of her plea agreement. The respondent is a certified emergency physician who has served low-income populations for much of her medical career. She testified that the social media director of her health policy nonprofit organization, America's Frontline Doctors, arranged for her to give two speeches in Washington, D.C., on January 5 and 6, 2021, as they anticipated a large audience "because of the election." Although she had a permit to speak in a grassy area outside of the Capitol, she was ultimately disallowed from giving her speech there and sought another location for her speech. She testified that she attempted to present her speech on the Capitol steps, but it was crowded there and she could not be heard. According to the respondent, the crowd intensified quickly, and she was unable to extricate herself. She was then "swept into the building along with hundreds or thousands of other people" and "propelled into the building." The respondent testified that she could not leave the Capitol because the door she had entered through had people pouring in through it. Although in her plea agreement she swore that multiple law enforcement officers had to intervene before she stopped giving a

» Page 8

Calendar of Events

THURSDAY, FEB. 26
FRIDAY, FEB. 27

Practising Law Institute
Advanced Licensing Agreements 2026
8:50 a.m. – 5:15 p.m. (Day 1)
9 a.m. – 4:30 p.m. (Day 2)
www.pli.edu/programs/advanced-licensing-agreements/

FRIDAY, FEB. 27

NY City Bar (CLE)
Acquiring Third-Party Evidence to Prove Your Case at Trial
9:00 am - 12 p.m., 3 CLE credits
Registration Link: https://services.nycbar.org/EventDetail?EventKey=_WEB022726&mcCode=NYLJ
Location: Zoom
Contact: 212-382-6663 or customerrelations@nycbar.org

TUESDAY, MARCH 3

NY State Bar (Non CLE)
Company Counsel Conundrum: Litigation or Arbitration
[nysba.org/events/company-](https://nysba.org/events/company-counsel-conundrum-litigation-or-arbitration/)

counsel-conundrum-litigation-or-arbitration/
New York City

TUESDAY, MARCH 3
WEDNESDAY, MARCH 4

NY State Bar (CLE)
Commercial Litigation Academy
nysba.org/events/commercial-litigation-academy-2026/
16 CLE credits, Hybrid: NYC

WEDNESDAY, MARCH 4

New York County Lawyers Association
Annual Gala Honoring the Judiciary
Pierre Hotel; 6 p.m.

FRIDAY, MARCH 6, 13, 20, 27

NY State Bar (Non CLE)
Mindful Moments
nysba.org/events/3-6-26-mindful-moments-weekly-group/
Virtual

Have a Move to Announce?
E-mail pkane@alm.com

TUESDAY, MARCH 10

NY State Bar (Non CLE)
Bright Ideas Coffee Hour
nysba.org/events/3-10-26-bright-ideas-coffee-hour/
Virtual
Building an ADR Practice: Thoughts and Advice from the Trenches
nysba.org/events/building-an-adr-practice-thoughts-and-advice-from-the-trenches/
New York City

WEDNESDAY, MARCH 11

NY State Bar (CLE)
AI, GAI, Agentic AI, What Attorneys Need to Know: Lunch and Learn
nysba.org/events/ai-gai-agentic-ai-what-attorneys-need-to-know-lunch-and-learn-series-3/
1 CLE credit; *Virtual*
NY's Horseshoe Crab Harvest Ban: The Legal and Legislative Path to Protection for a Keystone Species
[nysba.org/events/new-yorks-horseshoe-crab-harvest-ban-the-legal-and-legislative-path-to-protection-for-a-](https://nysba.org/events/new-yorks-horseshoe-crab-harvest-ban-the-legal-and-legislative-path-to-protection-for-a-keystone-species/)

» Page 8

Disclosure

« Continued from page 1

the misconduct will have a "clear path to declination," the release said.

"The Office will treat decisions not to self-report as weighing heavily against any future declination request," per an SDNY memo outlining the policy.

The program covers illegal activity involving fraud or financial misconduct that affects market integrity, the office said. A publicly-available program overview includes an expansive definition of "fraud," and specifically lists fraud by a company or corporate entity or its officers, employees or agents, fraud in connections with

securities, commodities, or digital asset offerings or trading, false statements to an auditor or regulator and other willful violations of the Securities Acts of 1933 or 1934, the Commodity Exchange Act, Investment Advisers Act of 1940 and the Investment Company Act of 1940.

"With this program, we expect there will be strong alignment among corporate fiduciary duties, corporate cooperation with the Department of Justice, and the interests of victims, shareholders, and the public generally," Clayton stated. "To be sure, companies that choose not to cooperate proactively and are found to have engaged in criminal conduct will face significant corporate consequences."

The program differs from past self-disclosure policies in that a conditional declination letter will be provided to corporations earlier in the process, shortly after voluntary self-disclosure and not years later.

Declination is based on cooperation and other requirements, such as full restitution of victim losses, the office said. Once those conditions are met, the prosecutors will issue a declination notice and conclude the matter without criminal charges.

Clayton first previewed the program at the 2026 Securities Enforcement Forum in New York earlier this month.

Emily Saul can be reached at emily.saul@alm.com.

Expert Analysis / Disciplinary Proceeding

Again

«Continued from page 3

within the statute's scope. Plaintiff was working as an operating engineer at the World Trade Center Freedom Tower construction site. However, plaintiff was not performing covered work, or any work, at the moment he was injured. Rather, "[i]t had been raining periodically during the day" and plaintiff, who was "maintaining two welding machines located on ground level at the site," "headed downstairs to [his employer's] shanty, one level below ground, to get his rain jacket" (29 NY3d at 30). Plaintiff descended by means of a "temporary exterior metal staircase," "the metal staircase was wet due to exposure to the elements," and plaintiff slipped and "fell down the stairs, sustaining injuries."

The Appellate Division for the First Department and thereafter the Court of Appeals each split in *O'Brien* on the question of whether the plaintiff was entitled to summary judgment. The Appellate Division held by 4 to 1 vote that plaintiff was entitled to partial summary judgment inasmuch as "[a] plaintiff is entitled to partial summary judgment on a section 240(1) claim where, as here, stairs prove inadequate to shield him against harm resulting from the force of gravity, and his injuries are at least in part attributable to the defendants' failure to take mandated safety measures to protect him against an elevation-related risk" (131 AD3d at 825). The Court of Appeals then ruled by 4 to 3 vote that plaintiff was not entitled to partial summary judgment because there were "questions of fact as to whether the staircase provided adequate protection" (29 NY3d at 27).

However, the point for present purposes is that none of the twelve appellate judges in *O'Brien* in any way questioned whether the statute applied to a worker who slipped on a temporary staircase while in the process of retrieving his rain jacket. Even though

the defendants had argued in the Appellate Division that Labor Law §240 was inapplicable because "the subject temporary staircase... was simply being used by the plaintiff as a means of passage to get to a lower level at the construction site in order to get a raincoat" and was therefore "not a Labor Law §240(1) safety device," that argument was rejected out of hand... I suggest because by this juncture, roughly a decade after *Prats*, it was now settled and familiar law that it is "neither pragmatic nor consistent with the spirit of the statute to isolate the moment of injury and ignore the general context of the work" (*Prats*, 100 NY2d at 882).

Collectively, the four Court of Appeals decisions suggest two general rules. On the one hand, the statutes will not apply if the task the plaintiff (or decedent) was hired to perform was, as in *Martinez*, not of itself covered "construction work and was part of "a separate phase easily distinguishable" from the actual construction work. The statutes will also not apply if, as in *Beehner*, the covered "construction" work was "complete."

On the other hand, where the plaintiff was "a member of a team" hired to perform an enumerated activity (the *Prats* predicate) which has not yet been completed at the time of the accident (in contrast to *Beehner*), the statute should apply, per *Prats* and *O'Brien*, irrespective of whether the plaintiff was actively performing the covered "construction" work at the "moment of injury"—provided, obviously, that the plaintiff was injured in consequence of a hazard within the scope of the subject statute (i.e., an elevation-related hazard within the scope of Labor Law §240 or an Industrial Code Rule 23 violation within the scope of Labor Law §241[6]).

And, unless going or coming from lunch (or a coffee break) is significantly different than retrieving a rain jacket, which I do not think is the case, a worker who is hired to perform enumerated work

is also entitled to the statutes' protection while crossing the work site on the way to or from lunch (or a coffee break) or while actually having lunch (or coffee) while on site.

The Rule in Three Departments

Although the Court of Appeals has yet to rule on the lunch or coffee break accident, there have been cases like that in the Appellate Division. The First, Third and Fourth Departments have all squarely held that the protections of Labor Law §240 apply when a worker performing covered work is injured on site while going to or coming from lunch. *Morales v. Spring Scaffolding, Inc.*, 24 AD3d 42, 48 [1st

sustained his accident "[w]hile on his way to lunch").

The same result occurred in cases in which the worker was injured on site while engaged in some similar diversion, or while arriving or leaving the work site, or while on his or her way to or from a coffee break. E.g., *Hoyos v. NY-1095 Ave. of the Americas, LLC*, 156 AD3d 491 [1st Dept 2017] ("[t]he fact that plaintiff was in the process of entering the building, but had not yet physically begun painting is not a basis to deny summary judgment"); *Amante v. Pavarini McGovern, Inc.*, 127 AD3d 516, 516 [1st Dept 2015] (where "[t] he accident occurred as plaintiff crossed the job site upon arriving early for work" and then fell into

Yet, some have purported to discern a distinction between the Second Department's rulings and those of the other Departments on the lunch/break issue.

Dept 2005] (the statute applied irrespective of whether "plaintiff was still on his lunch break or had finished lunch" inasmuch as the sidewalk bridge which partially collapsed "was used by the façade repair workers as a staging area, for storing equipment and mixing cement and as an entryway onto the scaffolding"); *Kouros v. State of New York*, 288 AD2d 566, 567 [3d Dept 2001] (where the scaffold collapsed as plaintiff and his co-workers were in the process of "leaving the work area... to go on their lunch break"); *Falsitta v. Met. Life Ins. Co., Inc.*, 279 AD2d 879, 879-880 [3d Dept 2001] (holding there was an issue of fact as to the manner in which the accident occurred but not doubting that Labor Law §240 could apply even though plaintiff himself claimed that the subject hoist had fallen as he was "returning to the ground floor to have his lunch"); *Reale v. H.B.S.A. Ind., Inc.*, 233 AD2d 923, 924 [4th Dept 1996] (noting, parenthetically, that the plaintiff, who fell from a "concrete block wall,"

an excavation pit); *Alarcon v. Ucan White Plains Hous. Dev. Fund Corp.*, 100 AD3d 431, 431-432 [1st Dept 2012] ("the fact that plaintiff was in the process of exiting the job site did not remove him from the protections of Labor Law §240"); *Reinhart v. The Long Isl. Lighting Co., Inc.*, 91 AD2d 571, 571 [1st Dept 1982] (where the plaintiffs sustained injury while discussing "a payroll and timesheet problem," although "these plaintiffs seem not to have been directly involved in the business of plumbing, for which they had been employed, at the time of the accident... they were employed, and they were not interlopers, and the scaffold was defective"); *Swedenhjelm v. Safeway Steel Products, Inc.*, 19 AD3d 1004, 1004 [4th Dept 2005] (where plaintiff left work, and then returned, in order to attend "a computer training class," and was injured when he returned); see also *Sweeting v. Board of Cooperative Educ. Serv.*, 83 AD2d 103, 105 [4th Dept 1981] (noting, in passing, that decedent was on

his way "to take a coffee break" when he was electrocuted).

One can now add the First Department's recent decision in *Contreras v. City of New York*, 2026 NY Slip Op. 00612 [Feb. 10, 2026] to the latter list. Per the court's opinion, the plaintiff therein "alleged that he was injured when a chisel fell and struck him while he was taking a designated coffee break at a construction project involving an exterior restoration of a five-story school." Plaintiff attributed the accident to the fact "that the scaffolding above him had gaps in the planks and lacked sufficient netting and toeboards on the side closest to the building."

In holding that the plaintiff was entitled to partial summary judgment on liability under Labor Law §240(1), the *Contreras* court deemed it "irrelevant that plaintiff did not know where the chisel fell from, or what caused it to fall, or hear anything fall, as 'plaintiff is not required to show exactly how the [object] fell,'" quoting *Mercado v. Caithness Long Is. LLC*, 104 AD3d 576, 576-577 [1st Dept 2013]. More to the present point, the court also deemed it "immaterial that plaintiff was on a coffee break at the time of his accident because 'injuries sustained while a worker was on site, although... on a break, come within the protections of Labor Law §240(1),' quoting *Hoyos*, 156 AD3d at 495.

The Question Concerning the Second Department's Rulings

So what of the rule in the Second Department? In fact, it may be exactly the same as in the three other Departments. Or not.

The Second Department has also deemed Labor Law §§240 and/or 241(6) applicable to so-called lunch or break-time accidents. *Bocanegra v. Chest Realty Corp.*, 169 AD3d 750, 751 [2d Dept 2019] (where an asbestos worker "slipped and fell on a path of ice" "as she was proceeding to the nearby lunch area"); *Beharry v. Public Storage, Inc.*, 36 AD3d 574, 574 [2d

Dept 2007] (affirming judgment based on Labor Law §240 where "Deonarine Beharry, an iron worker, was injured at work when, as he was returning from a coffee break and ascending a flight of unfinished stairs from the second floor to the third floor, he stepped on the 'metal decking' or the 'intermediate platform' between the two floors and 'went straight through' to the first floor").

Yet, some have purported to discern a distinction between the Second Department's rulings and those of the other Departments on the lunch/break issue. Megan E. Ylanes and Andrew L. Richards, *First and Second Departments Differ on Issue of Workers Injured While on Break or Entering/Exiting a Construction Site*, NYLJ (April 15, 2019).

As I explained back in my April 2019 column, I believe the perceived contrast arises first, from an overly broad construction of the Second Department's pre-*Prats* and pre-*O'Brien* ruling in *Keenan v. Just Kids Learning Center*, 297 AD2d 708, 708 [2d Dept 2002] wherein the problem was not merely that plaintiff was injured during his lunch break but also that, at least according to the defendants' appellate brief, the plaintiff had spent that entire morning working on a different project (construction of a new roof over the new addition to the subject building) rather than on the defendant's project (which entailed repair of an existent roof. The perceived distinction is also premised on cases in which the subject accident occurred after the work was completed and thereby fell on the wrong side of the *Beehner* boundary.

The reader can decide for him or herself whether there is a true contrast between the rule applied in the Second Department and the rule applied in the three other Departments. However, as the February 2026 ruling in *Contreras* makes clear, there is no doubt at all where the First Department stands on the Out to Lunch (or coffee break) issue.

State

«Continued from page 3

stressed the preclusive effect of the state court proceedings and arbitrations. Both state court judgments and arbitral determinations can have preclusive effect in federal courts, and "the No-Fault Act specifically provides that 'an award by an arbitrator shall be binding.'" Defendants could obtain factual determinations unfavorable to GEICO's complex fraud theory in individualized collection proceedings and then use those determinations against GEICO in the federal RICO proceeding. The court rejected defendants' arguments that GEICO could have sought consolidation of the state court collection cases, noting that consolidation "is highly disfavored by courts in no-fault insurance cases."

Remaining Factors

In granting the preliminary injunction, the district court was also required to find "serious questions on the merits" and that the balance of hardships decidedly favored GEICO, and that a preliminary injunction is in the public interest.

The court easily rejected defendants' challenge under the "serious questions going to the merits" standard, holding that GEICO's allegations, sworn statements and other evidentiary submissions sufficiently described the RICO claims, showing with specificity the "history and operation" of defendants' four clinics, the predetermined treatment protocols, and how defendants worked with unauthor-

ized third parties in exchange for patient referrals.

On the balance of hardships, the court concluded that if the state court actions were stayed, defendants would at worst suffer delayed recovery of payment, a harm that "could be remedied by monetary damages should they later prevail." But if the federal court action is meritorious and the state court actions not stayed, GEICO would suffer irreparable harms. On the public interest, the court observed that the no-fault insurance system "was created as a social reparations system for the benefit of consumers," and fraud "serves to undermine and damage the integrity of the... system."

The Anti-Injunction Act

Defendants invoked the Anti-Injunction Act, arguing it prevented the district court from enjoining the state court proceedings. The act, 28 U.S.C. §2283, reflects a fundamental principle of federalism: "A court of the United States may not grant an injunction to stay proceedings in a state court except as expressly authorized by Act of Congress, or where necessary in aid of its jurisdiction, or to protect or effectuate its judgments."

The district court relied on the "in aid of jurisdiction" exception to justify the injunction, reasoning that state court judgments in defendants' collection actions could not "peaceably coexist" with the district court's eventual judgment on GEICO's RICO claims. The Second Circuit, however, found it unnecessary to reach this question, instead affirming on the basis of the "expressly authorized" by statute exception applied to RICO claims,

as interpreted in *State Farm Mutual Automobile Insurance Company v. Tri-Borough NY Medical Practice, P.C.*, 120 F.4th 59 (2d Cir. 2024).

In *State Farm*, decided after the district court decision, the Second Circuit held that RICO's authorization of injunctive relief under RICO satisfies the "expressly authorized" exception to the Anti-Injunction Act when the state court proceedings themselves "help further" an alleged RICO violation. The court reasoned that RICO's broad grant

rather, they were "integral" to it, serving as the mechanism through which defendants monetized their allegedly fraudulent billing practices.

Applying *State Farm* to the facts before it, the Second Circuit found no material distinction warranting a different result. Like the defendants in *State Farm*, Dr. Patel and his associated entities allegedly used state court and arbitration proceedings as vehicles to collect on fraudulently generated claims.

Defendants invoked the Anti-Injunction Act, arguing it prevented the district court from enjoining the state court proceedings.

of equitable jurisdiction—permitting district courts to "prevent and restrain" RICO violations—necessarily encompasses the power to enjoin state court proceedings that constitute part of the alleged racketeering scheme.

The *State Farm* majority acknowledged that the "expressly authorized" exception is narrow and that courts should not lightly conclude that a federal statute authorizes an injunction of state proceedings. But the court found that when defendants allegedly use state court collection actions as "instrumentalities" of a broader RICO scheme—filing hundreds of claims based on false representations to extract payments they are not entitled to receive—enjoining those actions is essential to "prevent and restrain" the violation. The *State Farm* court emphasized that the defendants' collection actions were not merely tangentially related to the RICO viola-

The court concluded that the district court did not violate the Anti-Injunction Act by entering the requested injunctive relief.

Judge Park's Concurrence and Critique of State Farm

Judge Park concurred in the judgment but wrote separately to express significant reservations about *State Farm*. In Park's view, *State Farm* "misinterpreted the Anti-Injunction Act" and should be applied narrowly, if at all, in future cases.

Park cited Justice Blackmun's controlling concurrence in *Vendo Co. v. Lektro-Vend Corp.*, 433 U.S. 623 (1977), interpreting the "expressly authorized" exception, which held that the Clayton Act could authorize an injunction of state court proceedings only when those proceedings were "part of a pattern of baseless, repetitive claims" that were themselves

being used as an anticompetitive device. Critically, the state proceedings in *Vendo* were not merely "furthering" an antitrust violation—in a unique application of antitrust principles, the law could "be given its intended scope only by the stay of a state court proceeding." Park identified only seven other statutes where the Supreme Court has held that "the statute prohibited the continuation of state proceedings—either on its face or because the state proceeding itself violated federal law."

Park argued that *State Farm* violated this principle. Under *State Farm*'s reasoning, a federal court may enjoin state proceedings whenever those proceedings "further" a federal violation—even if the state proceedings themselves are not unlawful. If RICO's general grant of equitable jurisdiction is sufficient to satisfy the exception, then "virtually any federal statute with an injunctive remedy would 'expressly authorize' injunctions of state proceedings," effectively swallowing the Anti-Injunction Act's general prohibition.

Park also raised federalism and comity concerns, citing the recent decision of the New York Court of Appeals in *Government Employees Insurance Company v. Mayzenberg*,—N.E.3d—, 2025 WL 3259882 (N.Y. Nov. 24, 2025). In *Mayzenberg*, New York's highest court clarified that "an insurer may not deny a provider's claim for reimbursement based on alleged professional misconduct" without a prior determination by a state regulator. Therefore, GEICO could not actually assert a "global fraud defense," so there was no claimed irreparable harm in being unable to make the argument.

Judge Park also found *Mayzenberg* instructive for the Anti-Injunction Act analysis. If New York has established specific regulatory mechanisms for addressing provider misconduct, then federal courts should hesitate before enjoining state proceedings that vindicate rights under that regulatory system. Judge Park urged that "[e]njoining state proceedings when insurers... have not sought recourse from the state violates the principles of federalism and comity."

In his view, insurers alleging provider fraud should be required to pursue remedies through state regulatory channels before seeking federal injunctions against state court collection actions. (The majority responded in a footnote that "[a] issue here is the district court's analysis of the preliminary injunction factors in staying defendants' pending collections actions, not whether GEICO ultimately may deny defendants' claims for reimbursement based on its determination that Defendants engaged in professional misconduct.")

Thus, while *State Farm* governed in this case, it should be interpreted narrowly in the future.

Conclusion

GEICO v. Patel reinforces the Second Circuit's approach in *State Farm*, providing a significant tool for insurers combating systematic no-fault insurance fraud. The decision confirms that when an insurer alleges a complex fraudulent scheme that can only be understood by viewing claims in the aggregate, the risks created by disaggregating the scheme into individual actions can amount to irreparable harm justifying a preliminary injunction.

Matter of Gold

«Continued from page 7

speech inside the Capitol in Statuary Hall and left Statuary Hall, she testified at the hearing that the first time that a law enforcement officer asked her to leave the building, she went to wait in line to do so. She further claimed that she thought that the members of law enforcement who were present inside of the Capitol "didn't mind people who were there" and that she did not realize that the gathering was an "insurrection" or that her participation "was a problem" until the day after, despite her acknowledgment in her plea agreement that she knew that she was not authorized to enter the Capitol at the time that she entered and had not undergone any security screening in order to do so.

At the hearing, rather than confirming that a law enforcement officer was assaulted and dragged to the ground directly in front of her, the respondent testified that

she saw the officer fall. Notwithstanding her entry into the Capitol following the officer's assault, she claimed that she would never knowingly put herself in a situation that would hurt other people or her country. The respondent additionally testified that there were no security barriers marking the restricted area outside the Capitol and that "there was no evidence of it being restricted," despite her acknowledgment in her plea agreement that there were permanent and temporary security barriers around the Capitol and posts secured by Capitol Police.

Following the hearing, the Special Referee filed a report dated May 14, 2024, in which he discussed the respondent's mitigation evidence, including her dedication to health policy and her medical profession, her numerous character witnesses and letters, her lack of disciplinary history, and her cooperation with the Grievance Committee's investigation. The Special Referee characterized the respondent's acknowledgment of

her culpability as "qualified and less than enthusiastic" and noted that her entry into the Capitol did not appear "coerced, forced or involuntary." The Special Referee was therefore "not prepared to find that the proof supports the innocent explanation and conclusion that [the respondent's] defense suggests" and determined that the respondent did not demonstrate why a final order of public discipline should not be made.

The Grievance Committee now moves to confirm the Special Referee's report and to impose such discipline upon the respondent as the Court deems just and proper, noting that the respondent has no disciplinary history. The respondent submits an affirmation of counsel in opposition, requesting that the Court disaffirm the Special Referee's report and refer the matter to the Grievance Committee for a private resolution. The respondent's motion to stay enforcement of the Court's decision and order on motion dated September 26, 2023, for a declaration that 18

USC §1752(a)(1) is essentially similar to Penal Law §140.05, and to amend the Court's decision and order on motion dated September 26, 2023, so as to remit the matter to the Grievance Committee for a private resolution remains before the Court.

Findings and Conclusion

We find that the Special Referee properly concluded that the respondent failed to meet her burden of establishing why this Court should not issue a final order of suspension, censure, or disbarment. Accordingly, the Grievance Committee's motion to confirm the Special Referee's report is granted. Despite the respondent's admissions in her plea agreement, she has attempted in this disciplinary proceeding to reframe her conduct as unwitting and even well-meaning. This disingenuousness is a significant aggravating factor. Therefore, under the totality of the circumstances, we find that the respondent's conduct warrants

her suspension from the practice of law for a period of five years. Furthermore, due to her admissions regarding her culpability, the actions underlying her crime are undisputed, and the President's pardon does not alter the respondent's misconduct or the basis of this proceeding. The respondent's motion to stay enforcement of the Court's decision and order on motion dated September 26, 2023, for a declaration that 18 USC §1752(a)(1) is essentially similar to Penal Law §140.05, and to amend the Court's decision and order on motion dated September 26, 2023, so as to remit the matter to the Grievance Committee for a private resolution is denied.

All concur.

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 contact information for each party's attorneys. E-mail decisions to decisions@alm.com.

Calendar

«Continued from page 7

keystone-species/
1 CLE credit;
VirtualNY State Bar (Non CLE)
Breaking the Manager Ceiling:
For Women Navigating
Advancement, Influence and
Visibility in the Legal Profession
nysba.org/events/breaking-the-
manager-ceiling-for-women-navigating-
advancement-influence-and-visibility-in-
the-legal-profession/
Virtual

TUESDAY, MARCH 17

NY State Bar (CLE)
AI and the Law with ALIS: Down
the Rabbit Hole With ALIS: The
Ethics of AI and Professional
Responsibility
nysba.org/events/ai-and-the-law-
with-alis-the-ethics-of-ai-and-
professional-responsibility-part-1/
1 CLE credit, virtual

Corporate Update

Gatekeeper

«Continued from page 5 releases. Second, the court analogized a bankruptcy reorganization plan to a consent decree, noting there is a “strong federal interest” in applying a uniform federal rule to judgments arising under Congress’s “uniform Laws on the subject of Bankruptcies.”

The court reasoned that *Purdue* did not bar consensual or full satisfaction releases, noting that a channelling injunction is analogous to the common-law full-satisfaction rule for joint tortfeasors, and further noting that a fully-satisfied claimant would be barred from pursuing the nondebtor after recovering from the separate pool of assets. Critically, the parties agreed that the claims being released were all within the Bankruptcy Court’s related to jurisdiction, further supporting the dominance of federal law on consent. The court’s ruling was premised in large part on its analysis that there is a strong federal interest in applying a uniform federal rule to judgments that terminate cases arising under Congress’s uniform Laws on the subject of Bankruptcies.

Drawing on *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797 (1985), the court explained that a court may infer consent from silence when proper notice is provided and the economics of the situa-

broadest gatekeeper injunction ever written into a bankruptcy confirmation plan. Such authority is patently beyond the power of an Article I court under §105.”

‘Container Store’s Gatekeeper Provision: Narrowed, Not Struck

The *Container Store’s* plan included a gatekeeping provision requiring Bankruptcy Court pre-approval before any party could pursue claims against the debtors, reorganized debtors, exculpated parties, or released parties. The Trustee challenged this provision as exceeding the Fifth Circuit’s authorization in *Highland II*. The district court agreed that the provision was overbroad, citing *Highland II* for the proposition that the Fifth Circuit has “never extended the *Barton* doctrine to give bankruptcy courts gatekeeping power over claims against non-debtors” beyond trustee-like figures.

Critically, the Debtors argued that *Highland II’s* statement that “injunctions... may not be entered to protect non-debtors not legally entitled to release” meant that the question was simply whether the gatekeeping provision exceeded the scope of the consensual third-party release—in other words, that consensual releases could authorize broader gatekeeper protections than nonconsensual ones.

The court rejected this reading.

protecting all released parties from suit. Plan proponents should draft gatekeeping provisions that cover only the debtor and trustee-like figures—the independent directors, the creditors’ committee, and similar court-appointed officers—and should be prepared for courts to narrow broader provisions. The *Container Store’s* experience confirms that even consensual releases cannot justify expansive gatekeeper protections. Bankruptcy Judge Goldblatt reached a similar conclusion in the Avon bankruptcy. See generally *In re AIO US, Inc.*, 2025 WL 2426380 (Bankr. D. Del. Aug. 21, 2025).

Fourth, equitable mootness provides diminishing protection for controversial provisions, especially in prepackaged or prenegotiated plans addressing only funded debt. The Fifth Circuit continues to apply equitable mootness “with a scalpel rather than an axe,” and issues concerning the legality of releases and injunctions are “consequential to the Chapter 11 process” and thus should not escape appellate review. Sophisticated parties who knowingly engage in controversial transactions cannot count on finality to insulate them from the consequences of an unfavorable appellate ruling.

The appellate courts are closely examining whether relief can be granted without “unfairly” damaging the rights of third parties and sophisticated lenders may not qualify for the protection that term implies. Indeed, the Third Circuit relies on equitable mootness to protect “third parties” and those who “justifiably relied” on the reorganization plan. *In re Trib. Media Co.*, 799 F.3d 272, 278 (3d Cir. 2015).

Conclusion

The *Container Store* and *Highland II* together represent the judiciary’s continuing effort to draw principled lines around bankruptcy court power in cases involving third-party releases and gatekeeper injunctions. Opt-out consent remains viable when properly implemented, but it is not a universal solvent. It remains unclear whether claimants who receive nothing can be bound by silence, and gatekeeper provisions cannot extend beyond the limited figures traditionally protected under the *Barton* doctrine. The rulings in *Container Store* limit opt-out releases to those voting and limits the gatekeeper injunction. The gatekeeper injunction does not reinforce the opt-out release, but instead protects court appointed parties.

For plan proponents, these appellate decisions underscore the importance of process and proportion. Some evidence of consent, such as providing for opt-out consent from only those creditors voting, will support the reliance on the opt-out mechanic. Reliance on plan mechanics to shield sophisticated parties from liability is increasingly risky on appeal, especially given the waning of equitable mootness as a defense of such parties.

For excluded or objecting creditors, these decisions confirm that equitable mootness will not shield such issues from appellate review. The goal of finality will not always outweigh the appellants’ right to review. It is noteworthy that the same sophistication that enables participation in LMEs and prepackaged plans has provided appellate courts a basis to address the consequences of controversial provisions to the extent that such provisions contravene or exceed the bounds of what the Bankruptcy Code permits, when relief can be fashioned, such as excision of the offending provisions, leaving the innocent parties that have justifiably relied on the chapter 11 plan unaffected by appeal. Indeed such an approach is often referred to as “fractional relief.”

AI Favor

«Continued from page 5 headcount, according to survey respondents.

The survey also highlighted a “strategic readiness gap” between leadership and the general workforce.

While 82% of C-suite leaders anticipate a higher level of change in their organizations in 2026 versus 2025, only 58% of employees share that expectation. Further, 55% of the C-suite feels “very prepared” for technological disruption, compared with just 38% of the broader workforce.

The study points to a communication vacuum as a key reason, with just 18% of workers strongly agreeing that leadership has clearly communicated a vision for the future.

Michael Gennaro can be reached at michael.gennaro@alm.com.

Court Calendars

First Department

APPELLATE DIVISION CALENDAR FOR THE FEBRUARY TERM THURSDAY, FEB. 26

- 2 P.M.
 - 22/1264 People v. Tony Thames
 - 25/4570 Castillo v. Cannon Point South, Inc.
 - 24/7382 V., Liam
 - 25/4913 Nazario v. Bytedance Ltd.
 - 24/2550 Robinson v. Henderson
 - 25/860 10839 Associates v. Big Apple E Time LLC
 - 19/1981(1) People v. Bridgitte Ascencio
 - 24/1557 People v. Manuel Espinoza
 - 25/4354 Seaton v. Babad
 - 25/894 Tower v. Structure Tone
 - 23/3920 People v. Antonio Rodriguez
 - 24/6477 Ortiz v. Fitzgerald
 - 25/4260 E. M., an Infant v. Paulino
 - 24/2903 Trzuskot v. Johnson
 - 24/551 People v. Barron Spruill
 - 25/1478 Menkes v. Mount Sinai Health System
 - 24/6777 People v. Saint Robles
 - 24/265(2) Stile v. C-Air Customhouse
 - 23/2039(2) N. Stile v. C-Air Customhouse
 - 25/2132N Diamond Films v. TV Azteca

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 Lebovits: 345 (60 Centre)
- 8 Kotler: 278 (80 Centre)
- 9 Capiti: 355 (60 Centre)
- 11 Frank: 412 (60 Centre)
- 12 Stroth: 328 (80 Centre)
- 13 Schumacher 304 (71 Thomas)
- 14 Bluth: 432 (60 Centre)
- 15 Johnson: 116 (60 Centre)
- 17 Hagler: 335 (60 Centre)
- 18 Tisch: 104 (71 Thomas)
- 19 Sokoloff: 540 (60 Centre)
- 20 Kaplan: 422 (60 Centre)
- 21 Tsai: 280 (80 Centre)
- 22 Chin: 136 (80 Centre)
- 23 Schumacher 304 (71 Thomas)
- 24 Katz: 242 Tenth Sponsor
- 25 Marcus: 1254 (111 Centre)
- 26 James, T.: 438 (60 Centre)
- 27 Dominguez: 289 (80 Centre)
- 28 Tingling: 543 (60 Centre)
- 29 Ramirez: 311 (71 Thomas)
- 30 McMahon: Virtual (60 Centre)
- 32 Kahn: 1127B (111 Centre)
- 33 Rosado: 442 (60 Centre)
- 34 Ramsauer: 341 (60 Centre)
- 35 Perry-Bond: 684 (111 Centre)
- 36 Saunders: 205 (71 Thomas)
- 37 Engoron: 418 (60 Centre)
- 38 Crawford: 1166 (111 Centre)
- 39 Clynes: 232 (60 Centre)
- 41 Moyn: 327 (80 Centre)
- 42 Morales-Minera: 574 (111 Centre)
- 43 Reed: 222 (60 Centre)
- 44 Pearlman: 321 (60 Centre)
- 45 Patel: 428 (60 Centre)
- 46 LaFin: 210 (71 Thomas)
- 47 Goetz: 1021 (111 Centre)
- 48 Masley: 242 (60 Centre)
- 49 Chan: 252 (60 Centre)
- 50 Sweeting: 279 (80 Centre)
- 51 Headley: 122 (80 Centre)
- 52 Sharp: 1045 (111 Centre)
- 53 Borrok: 238 (60 Centre)
- 54 Scheeter: 228 (60 Centre)
- 55 Auguste: 103 (71 Thomas)
- 56 Kelley: 204 (71 Thomas)
- 57 Kraus: 218 (60 Centre)
- 58 Cohen, D.: 305 (71 Thomas)
- 60 Crane: 248 (60 Centre)
- 61 Bannon: 232 (60 Centre)
- 59 James, D.: 331 (60 Centre)
- 62 Chesler: 1127A (111 Centre)
- 65 Reo: 307 (80 Centre)
- MFPKahn: 1127B (111 Centre)
- MMSPL: 1127B (111 Centre)
- IDV Dawson: 1604 (100 Centre)

PART 40TR JUDICIAL MEDIATION

- On Rotating Schedule:
 - 13 Silvera: 300 (60 Centre)
 - 13 Adams 300 (60 Centre)
- EARLY SETTLEMENT
 - 1 V. Vigilante 106(80 Centre)
 - ESC 2 Wilkenfeld 106 (80 Centre)

APPELLATE TERM 60 Centre Street Room 401

- 10 A.M.
 - Commencing with the March 2026 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.
- MONDAY, MARCH 2
 - James, P.J., Tisch, Perez, J.J.
 - 22/085 People v. Abreu, Ernesto
 - 24/090 People v. Elhaddad, Ali
 - 26/031 Reusing, Tim v. Applebaum, Susannah
 - 26/033 Amicus Assoc. v. Boeskov, Jakob
 - 26/034 Colorado Capital Inv. v. Taveras, Gabriela
 - 26/035 Brown, Polina v. Broadhurst Willows
- The following cases are on for submission. No appearance is necessary.
 - MONDAY, MARCH 2
 - 23/096 People v. Scarborough, Odell
 - 26/032 Midway Hotel, Inc. v. Forestal, Ronald; et al

JHO/SPECIAL REFEREES 80 Centre Street

- 81R Hewitt: Room 321
- 87R Burke: Room 238
- 89R Hoang: Room 236
- SPECIAL REFEREE
 - 71 Thomas Street
- Judicial Hearing Officers
 - Part 91 Hon. C. Ramos
 - Part 93 Hon. Marin

Supreme Court Motion Calendars Room 130, 9:30 A.M. 60 Centre Street

Supreme Court Motion Dispositions from Room 130 60 Centre Street

Calendars in the Motion Submission Part (Room 130) show the index number and caption of each and the disposition thereof as marked on the Room 130 calendars. The calendars in use are a Paper Motions Calendar, E-Filed Motions Calendar, and APB (All Papers By) Calendar setting a date for submission of a missing stipulation or motion paper. With respect to motions filed with Request for Judicial Intervention, counsel in e-filed cases will be notified by e-mail through NYSCEF of the Justice to whom the case has been assigned. In paper cases, counsel should sign up for the E-Track service to receive e-mail notification of the assignment and other developments and schedules in their cases. Immediately following is a key that explains the markings used by the Clerk in Room 130.

Motion Calendar Key: ADJ—Adjudged to date indicated in Submission Courtroom (Room 130). ARG—Scheduled for argument for date and part indicated. SUB (PT #)—Motion was submitted to part noted. WDN—Motion was withdrawn on calendar call. SUB/DEF—Motion was submitted on default to part indicated. APB (All Papers By)—This motion is adjudged to Room 119 on date indicated, only for submission of papers. SUBM 3—Adjudged to date indicated in Submission Court Room (Room 130) for affirmation or so ordered stipulation. S—Stipulation. C—Consent. C MOTION—Adjudged to Commercial Motion Part Calendar. FINAL—Adjournment date is final

60 CENTRE STREET

Submissions Part THURSDAY, FEB. 26

- Submission
 - 1 100091/26 De Jesus Roan v. N.Y. Dept. of Health And Mental Hygiene
 - 2 100049/26 Hassan v. N.Y.C. Dept. of Health And Mental Hygiene
 - 3 101398/25 Norman v. NY Langone Clinic

FRIDAY, FEB. 27

- Submission
 - 1 100055/26 Dawn Pd v. The People of The Court
 - 2 101482/25 Manusov v. Duque

MONDAY, MARCH 2

- Submission
 - 1 100034/26 Cloud v. Care For The Homeless
 - 2 100029/26 Cloud v. Target Corp. Et Al
 - 3 101500/25 Sanchez v. NYC Police Dept.

Paperless Judge Part THURSDAY, FEB. 26

- 655827/24149 East 57 Aldo LLC v. Graf LLC Et Al
- 655132/23186 Bleecker Prop. Owner LLC v. Tushinsky
- 651242/21242 Tenth Investors Lp v. Etc 242 Tenth Sponsor
- 650072/2645th St. Bilt Restaurant LLC v. Highgate 2 Hotel LLC Et Al
- 651563/25250th St. Housing Dev. Fund Corp. v. Mr Glazier Group Inc
- 163995/2563 Spring Lafayette v. Binder
- 152027/2564 Univ. Pl. LLC Et Al v. Ancora Engineering Pllc
- 656003/2475 Warren St. Hldg. v. Lee
- 657016/2180-82 Bowersy LLC v. Lin
- 651504/2492 Equities Owner LLC v. Biamonte
- 152631/21 A&L Doors & Hardware LLC v. King Rose of NY Inc. Et Al
- 654669/24Abg-Nine West v. D.N.A.M. Apparel Industries
- 650429/26Afk Inc. v. Scott’s Food Mart
- 650237/26Afk Inc. v. Ggm Industries LLC
- 653966/25Afk Inc. v. Sycamore Const.
- 166393/25Alibrahim v. NYC Dept. of Health & Mental Hygiene
- 805338/23Alvarez v. NYC NYCH&HC Corp.
- 156912/25 American Express Nat. Bank v. Finkel
- 160459/23 American Express Travel Related Services Co., Inc. v. Cars Recan, Inc.
- 655240/25 American Express Travel Related Services Co., Inc. v. Force Solutions, Inc.
- 659190/25 American Express Travel Related Services Co., Inc. v. North East Housing Initiative Inc.
- 655513/25 American Express Travel Related Services Co., Inc. v. Total Integrated Panel Systems of Utah
- 653747/25 American Transit Ins. Co. v. Delacruz Md
- 160399/20 Ardizzone v. American Const.
- 650995/23 Arena Special Opportunities Fund v. Arbor One Escrow, Inc. Et Al
- 159971/14 Bank Bldg. v. Mehling
- 850163/14 Bank of NY Mellon v. Adam Plt0th
- 153391/25 Barcia v. Tzimas
- 655972/25 Board of Mgrs. of 101 Wall Condominium v. 99 Wall Dev. Inc. Et Al
- 452387/25 Boulden v. NYCTA Et Al
- 950647/20 Bowen v. Greek Orthodox Archdiocese
- 153387/22 Briones v. Qb Dev. Owner LLC Et Al
- 163474/25 Bsd1 2012 LLC Et Al v. H F Z Capital Group LLC Et Al
- 160722/23 Calle Sarmiento v. Skyline Restoration Inc. Et Al
- 154802/20 Camas-Mendieta v. Urban Atelier Group
- 654422/25 Captains Neck Hldgs. LLC v. You
- 659293/25 Caldwell-Wingate Co. v. South Ferry Dev. Corp. Et Al
- 162593/25 Cavalry Spv I v. Cooper
- 153750/22 Cedenno v. Hillside Rtdy. I Co. LLC
- 652825/23 Century Indemnity Co., As Successor To Cei Ins. Co., As Successor To Ins. Co. of North America And As Successor To Indemnity Ins. Co. of North America Et Al v. The Archdiocese of NY Et Al
- 805217/24 Chakrabarti v. Weill Cornell Center For Reprod.ive Medicine Et Al
- 654953/25 Channel Partners Capital v. Zound Pro
- 153584/24 Cisneros v. B’way. 3820 LLC Et Al
- 161207/25 Cm & Associates Const. Mgt. LLC v. 1562/1564 Second Rty. LLC Et Al
- 150713/24 Daniel Szalkiewicz & Associates v. Liu
- 654868/19 Davidoff Hatcher & Citron Lp v. Barsky
- 150012/23 Delva v. The Metro. Transportation Auth. Et Al
- 655607/25 Deutsche Bank Ag v. Finepoint Capital Lp Et Al
- 656678/25 Dilacasia v. Lemonis
- 166690/25 Doe v. The Trustees of Columbia Univ. in NYC Et Al
- 650738/26 Dream Music Prod.ions LLC v. Symphonic Distribution, Inc.
- 654350/25 Esq Kullen v. Kullen King Properties
- 151495/26 Fenderson v. NYC Et Al
- 161089/22 Fenton v. 509 W 34 L.L.C. Et Al
- 159479/19 Flores v. Paul Davis Restoration of 15700/125 Francis v. Rubecindo
- 656111/25 Halloran Family Revocable Trust v. Srt Capital Spe LLC Et Al
- 100990/24 Hans-Gaston v. Grand Central Neighborhood Social Services Corp.
- 653805/20 Harleysville Ins. Co. v. Houston Specialty Ins.
- 659804/25 Hartland Ave. LLC v. Frishman
- 158034/25 Hereford Ins. Co. v. Cargill
- 153765/24 Hernandez v. Lipillan
- 161832/22 Hely Of New York Owners of New York, Inc. v. NYC Dept. of Consumer And Worker Protection Et Al
- 653878/20 Ingster v. NYC NYCH&HC
- 950650/20 J. v. Greek Orthodox Archdiocese
- 163159/25 Jane Doe-23685 v. Mercyfirst Et Al
- 151732/22 Jeremiah Hardy v. 595 Baltic Asset LLC
- 156552/22 Jimenez-Rodriguez v. Viaggio Taxi, Inc. Et Al
- 805171/21 Kannand v. Munawar & Andrews-Santillo
- 654635/19 King Rose of NY Inc. v. A & L Doors & Hardware LLC
- 659105/25 Lana Rozenberg Dds P.C. Et Al v. Schechner Dds
- 450676/21 Lawrence v. NYC
- 154722/23 Leite Campos v. Khalig
- 152022/23 Leon Araque v. Board of Mgrs. of The Kips Bay Towers Condominium Et Al
- 150428/24 Lescay v. NYC Et Al
- 159188/23 Leticia Martinez v. The NYCHA
- 151331/25 Martin v. Ue 839 NY Ave.
- 850295/25 Maspeh Fed. Savings And Loan Assoc. v. Mastronardi
- 654934/24 Mm Legal P.C. v. 40 Wall St. Suites LLC D/b/a Jay Suites
- 164063/25 Mohammed v. 3612 B’way. Partners LLC Et Al
- 153196/25 Molina Gallegos v. 185 Chrystie St. LLC Et Al
- 151214/22 Moultrie v. Empire State Dev. Corp. Et Al
- 154732/25 Neil v. NYC Et Al
- 656690/25 Optl Jcp v. Ctl Propco I LLC Et Al
- 157406/25 Pachman v. Board of Mgrs. of 866 Third Ave. Condominium Et Al
- 160162/17 Pander v. Guildnet, Inc.
- 157636/25 Paterson v. Paterson
- 151520/25 Peca Acquisitions V v. Tindley
- 153404/23 Pogyo-Naula v. Williams
- 190085/22 Porpora v. A.O. Smith
- 161015/24 Prieto v. Baran
- 150255/23 Quinones v. St. Margaret’s House Housing Dev. Fund Corp.
- 950086/21 Raftopoulos v. Greek Orthodox Archdiocese
- 153197/24 Ramos v. Con Ed Co. of NY
- 651447/25 Raptor Concrete LLC v. Accredited Surety And Casualty Co., Inc. Et Al
- 151341/26 Reinsner v. NYC Police Dept.
- 151478/26 Richlee Court Associates v. NYS Div. of Housing And Community Renewal
- 652478/22 Robin v. Infinite Beauty
- 151770/25 Ryan v. E. Mishan & Sons, Inc. Et Al
- 158617/22 S. v. Success Academy Harlem School #4 Et Al
- 805031/24 Saldarriaga v. Mount Sinai Hosp. Et Al
- 656458/21 Salitsky v. D’Attanasio
- 152272/25 Sanford v. Neamonitis
- 153030/21 Santos Alas v. Republic Nat. Hldg. Corp. Et Al
- 650075/26 Serrano v. One More That Corp. Et Al
- 651674/25 Sig Rers C Mf 2023 Venture LLC v. Mj Group Hldgs. LLC Et Al
- 453775/24 State of NY v. Ilhan
- 453007/24 State of NY v. Young
- 157267/24 Steele v. Triton Const. Co.
- 159057/17 Stonehill & Taylor v. Khadem
- 151945/25 Tech. Ins. Co., Inc. v. United Metro Energy Corp.
- 150993/24 The Legal Aid Society, Inc. v. NYC
- 651708/24 Tlc Creative Solutions, Inc. v. Paez
- 850069/14 U.S. Bank Nat. v. Borgella
- 153317/24 Unitrin Safeguard Ins. Co. v. Sanchez
- 805302/18 Vargas v. Park
- 652190/24 Wachtel Missry Llp v. Largotta
- 160214/22 Wang v. Wfp Tower D Co. L.P. Et Al
- 656747/21 Ward v. 388 B’way. Owners
- 659829/25 Webb v. Nitro Advance
- 153022/25 Whitefield v. T. Ward Trucking & Co.
- 150633/20 Williams v. NYC
- 152809/23 Yedid v. Sorokin
- 161033/21 Yedid v. Yedid
- 155981/24 Zambrano v. Certified of N.Y. Inc. Et Al

FRIDAY, FEB. 27

- 156542/25 140 Lex LLC v. Anb Rlty. Corp.
- 654859/24 200 Frank Corp. v. 200 Chelsea Corp.
- 165986/25 2078 Crotona LLC v. Bova-Hiatt
- 453097/25 208 E 95 Owners LLC v. Argentic Real Estate Finance LLC Et Al
- 163517/25 3218 L.L.C. v. Kips Bay Cleaners, Inc. Et Al
- 650700/26 357 W. 54th St LLC v. Harris
- 650443/22 45 Nostrand LLC v. Strongin
- 650663/24 643 W 172 W Rlty. LLC v. Norguard Ins. Co. Et Al
- 654423/23 979 Second Ave. LLC v. Golden Billion Trust Et Al
- 158295/21 Abraham v. NYC Et Al
- 155156/23 Ace American Ins. Co. Et Al v. Benchmark Builders Inc. Et Al
- 365153/22 Adabanya v. Adabanya
- 650329/26 Afk Inc. v. Harter Electric Service, Inc. Et Al
- 150803/24 Alvarez v. Sbgc LLC Et Al
- 152770/25 American Express Nat. Bank v. Musheyev
- 155677/24 American Express Nat. Bank v. Stokes
- 652296/24 American Express Travel Related Services Co., Inc. v. Prominence Homes
- 659775/25 American State Ins. Et Al v. Tanisma
- 160137/25 Ancowitz v. Clinton Eight Rty.
- 156737/24 Angwang v. NYC Police Dept.

New York County

SUPREME COURT

Ex-Parte Motion Part

850223/21 Ankura Trust Co. LLC v. A & L 44 LLC Et Al
650020/26 Astoria on Stage v. Mt. Hawley Ins. Co. Et Al
150226/12 Ata Const. Corp. v. Mazl Bldg. LLC
656223/25 Atipana Capital v. Rp Palm Beach
650080/26 Averin Health Opportunities Gp I LLC v. Ggkl Advisers Inc.
163456/25 Baez v. Namdar 2651 B'way, LLC Et Al
161826/24 Bai v. Ottombrino
101365/19 Baird v. James Borin
158558/23 Balakists v. NYC School Const. Auth. Et Al
151035/25 Battistotti v. NYC Et Al
656331/25 Becketts Hm-Am v. Automotive Alliance
155692/25 Bilal v. Ali
850402/24 Board of Mgrs. of 108 Leonard Condominium on Behalf of The Unit Owners of 108 Leonard Condominium v. Figlia
155562/25 Board of Mgrs. of 20 West 84 Condominium on Behalf of All Unitowners v. Future Iservice LLC Et Al
156709/24 Boswell v. NYCTA Et Al
659431/24 Bpl Funding 100 v. Kramer
150055/25 Brito Martinez v. 1050 Fifth Ave., Inc. Et Al
151586/26 Brooks v. NYCH&HC Corp. Et Al
805373/22 Butler v. Toujier M.D. 161735/25 Camacho v. Soho Medical Doctors Pllc Et Al
805308/23 Campbell v. NYCH&HC Corp.
656226/25 Cfigi v. Cq Fluency
150166/23 Cherry Velvet Inc. v. NYC Et Al
850018/24 Citizens Bank Na v. Li 166540/25 Collen v. Westside Veterinary Center
164630/25 Companion Animal Network Inc. v. NYC Dept. of Finance
155510/24 Curbelo v. Go Covenant LLC. Et Al
157195/25 Cusano v. First United Methodist Church of Shelton
654591/24 Dark Blue Financial LLC v. Kopacz
655737/23 Davidoff Law Firm Pllc v. Bertoni
160196/17 Depumarejo v. 319 Schermerhorn Prop.
163666/25 Dhl Express (usa), Inc. v. 500 Lincoln
163629/25 Doe v. NYC
150973/25 Drees v. NY Crane & Equipment Corp. Et Al
151547/24 Dunn v. 240 Sull LLC
655011/25 Emery v. Yale Levine
655011/25 Emery Celli Brinckerhoff Abady Ward And Maazel Llp v. Bradley
161201/24 Employers Ins. Co. of Wausau As Subrogee of 555 Tenth Ave. Leasehold Condominium v. Monadnock Const., Inc. Et Al
151803/24 Escobar v. 24 West Food Corp. D/b/a Food Dynasty Et Al
161461/21 Escobar v. 155 West 23rd St. Properties LLC. Et Al
160060/25 Expert Exterminating Inc. v. Ahad & Co Inc. Et Al
805072/23 Fallon v. NYU Langone Hosps. Et Al
162845/25 Fay v. Tucker
654717/21 Fisher v. Hauman
850446/25 Flagstar Bank v. 718 Gw Partners LLC Et Al
850444/25 Flagstar Bank v. Soha Seven Partners LLC Et Al
655000/25 Flagstar Bank N.A. v. Gigante Jr.
158765/24 Flores v. Sgrc 245 LLC
659470/25 Flora Financial Warehouse 2024 v. Cricket Enterprises
653020/24 Fox And Main v. Pyramid-Bmc Hldgs.
157915/22 Brazier v. Malhi
651244/25 Glencore Ltd. v. Kamca Trading S.A. Et Al
160751/22 Gocloowski v. 63 Madison Owner LLC Et Al
155898/20 Gonzalez v. Ab Stable LLC
156843/24 Goodman v. Shvo
152625/22 Granelli v. Apt. Mgt. Inc. Et Al
654470/25 Greenwich Hldg. W. 23 v. 315 West 23rd St. Owners Corp. Et Al
654713/24 Hcpd Llc v. Mw Capital LLC
157296/23 Hereford Ins. Co. v. Cartagena
161212/25 Hereford Ins. Co. v. Parish
163537/25 Hereford Ins. Co. v. Vasquez
655659/24 Heritage Integrity Investment Trust v. Ruwack Irrevocable Trust Et Al
655184/24 Houston Casualty Co. Et Al v. Colony Ins. Co. Et Al
655507/21 Hudson Meridian Const. Group v. Travelers Casualty Ins. Co. of America Et Al
452135/25 Hyde v. Monadnock Const., Inc. Et Al
161308/25 Hyland v. NYC Et Al
151947/23 IInToo Courtland Bronx NY v. Wenger Esq.
151119/26 In The Matter of The Application of City Island Reserve Llc Et Al v. Mosley
650418/26 In The Matter of The Application of Liberty Mutual Ins. Co. v. Bryce
650167/24 Ista Holing Co Inc v. Nikolakakos
805178/25 Jackson v. NYU Langone Hosps. Et Al
157933/23 Jacob v. Ymbw Corp Et Al
151543/24 Jarrahan v. The NYCTA Et Al
158599/24 Jeffery v. 301 East 22nd St. Tenants Corp. Et Al
151832/26 Jin v. Abc Corp. Et Al
850399/19 Jones v. Columbia Univ.
850474/23 Jpmorgan Chase Bank v. Chelsea Business Properties
850417/24 Jpmorgan Chase Bank v. Zhou
950222/21 K.C. v. Archdiocese of NY
154587/24 Katz v. Board of Mgrs. of The Allegro Condominium Et Al
659635/25 Khardin v. NYCTA
651241/25 King Contracting Group NY Inc. v. Bober
158068/24 Kingdom Associates, Inc. v. Wbc Services Inc. Et Al
153157/20 Kloosed Properties, Inc. v. Manna House Workshops, Inc.
158317/25 Kozak v. NYC Dept. of Buildings
161445/25 Kummer v. NYC Et Al
850124/22 L&L Capital Partners LLC v. 194 Orchard Group
651590/22 Labatt USA Operating Co., LLC v. Friends Beverage Group
164582/25 Law Office of Jack Jaskaran v. NYC Police Dept. Et Al
151292/26 Levy Cucurullo v. NYC Et Al
655696/25 Levy v. Levy
151327/26 Lewis v. NYC Et Al
850333/25 Lima One Capital v. P&P Harlem Homes
650380/25 Lowry v. Spartan Capital Securities
157825/18 Lucante v. Usta Nat. Tennis Center
159793/23 Madhura v. NY Crane & Equipment Corp. Et Al
153368/22 Katz v. Sp 1143 Second LLC Et Al
656273/25 Manganeli v. Hiline Services
161371/20 Martinez Toribio v. Walter Schik, Inc.
160401/25 Martinez v. Madison Square Garden Co. Et Al
157223/25 Matthews v. Matthews
653838/21 Maxum Industries v. Hilt Const., Inc. Et Al
161665/25 Mbank Global v. Perkins
158408/25 McCarthey v. 3719 Main
164903/25 McElhinney v. 3grn Hldgs. LLC

Court Calendars

COURT NOTES

NEW YORK CITY BAR

Bar Announces Leadership Transition at Lawyer Assistance Program

The New York City Bar Association has announced that Eileen Travis, founding director of the City Bar's Lawyer Assistance Program (LAP), will retire after a quarter century of transformative service to the legal profession. Meredith Heller, a former chair of the City Bar's LAP Committee, has been named Travis's successor.

NEW YORK STATE BOARD OF LAW EXAMINERS

Appointment of New Executive Director

The New York State Board of Law Examiners is pleased to announce the appointment of Jessica A. McClung as its Executive Director. Ms. McClung's appointment to the role follows many years of service to the Board, including tenure as an attorney and, most recently, as Deputy Executive Director. Her appointment became effective Feb. 12.

FIRST DEPARTMENT

Appellate Term

Filing Dates for the April Term

The April 2026 Term of the Court will commence on April 7, 2026.

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 February 11, 2026.

Respondent's Briefs must filed on or before March 5 2026.

Reply Briefs, if any, must be filed on or before March 14, 2026.

NEW YORK COUNTY

Supreme Court - Civil Term

Judicial Assignments and Reassignments

As of December 31, 2025, five long-serving Justices of the Supreme Court, Civil Branch, New York County, Honorable Arthur F. Engoron, Honorable Debra A. James, Honorable Richard G. Latin, Honorable W. Franc Perry III and Honorable Mary V. Rosado have retired from the bench. In addition, Justice Denise M. Domiguez and Justice Denis Reo have moved to other Courts. We would like to thank all our Justices for their wonderful service to our court.

Assignments and Reassignments:

Hon. **Dana M. Catanzaro** has joined the Court and is assigned to General IAS Part 37. Justice Catanzaro's courtroom and chambers will be located at 111 Centre Street, Courtroom 1127A and Chambers Room 541. The Part phone number is 646-386-3222. The Chambers phone number is 646-386-3181.

Hon. **Matthew V. Grieco** has joined the Court and is assigned to General IAS Part 30. Justice Grieco's courtroom and chambers will be located at 111 Centre Street, Courtroom 623 and Chambers Room 466. The Part phone number is 646-386-3275. The Chambers phone number is 646-252-5086.

Hon. **Brendan T. Lantry** has joined the Court and is assigned to General IAS Part 46. Justice Lantry will assume Hon. **Richard G. Latin's** inventory. Justice Lantry's courtroom and chambers will be located at

71 Thomas Street, Room 103. The Part phone number is 646-386-3279. The Chambers phone number is 646-386-4945.

Hon. **Anna R. Lewis** has joined the Court and is assigned to the Mental Hygiene Part. Justice Lewis will assume Hon. **W. Franc Perry III's** inventory. Justice Lewis' chambers will be located at 60 Centre Street, Room 561. The phone number for Chambers is 646-386-3944.

Hon. **Kim M. Parker** has joined the Court and is assigned to Guardianship Part 25. Justice Parker will assume Hon. **Iiana Marcus's** inventory. Justice Parker's courtroom and chambers will be located at 111 Centre Street, Courtroom 1254 and Chambers Room 448. The Part phone number is 646-386-5675. The Chambers phone number is 646-582-5089.

Hon. **John Zhuo Wang** has joined the Court and is assigned to the Midtown Community Justice Center and Special Proceeding Part. Justice Wang's courtroom and chambers will be located at 314 West 54th Street, 5th Floor. The Part phone number is 646-582-5004. The Chambers phone number is 646-264-1371.

Hon. **Yael Wilkofsky** has joined the Court and is assigned to Matrimonial Part 51. Justice Wilkofsky will assume part of Hon. **Lisa A. Headley's** inventory. Justice Wilkofsky's courtroom and chambers will be located at 80 Centre Street, Room 289. The Part phone number is 646-386-3846. The Chambers phone number is 646-582-5077.

Hon. **Jeffrey S. Zellan** has joined the Court and is assigned to Matrimonial Part 49. Justice Zellan will assume part of Hon. **Lisa A. Headley's** inventory. Justice Zellan's courtroom and chambers will be located at 80 Centre Street, Room 307. The Part phone number is 646-252-5140. The Chambers phone number is 646-252-5073.

Hon. **James G. Clynes** remains assigned to General IAS Part 39. Justice Clynes' courtroom and chambers will be located at 60 Centre Street, Courtroom 331 and Chambers Room 652. The Part phone number is 646-386-3619. The Chambers phone number is 646-386-5383.

Hon. **James d'Auguste** is now assigned to Commercial Division Part 55. Justice d'Auguste's courtroom and chambers will now be located at 71 Thomas Street, Room 210. The Part phone number, 646-386-3289, and the Chambers phone number, 646-386-5698, remain unchanged.

Hon. **Lisa A. Headley** is now assigned to General IAS Part 17. Justice Headley's courtroom and chambers will remain located at 80 Centre Street, Room 122. The Part phone number is 646-252-5141. The Chambers phone number, 646-386-3150, remains unchanged.

Hon. **Judy H. Kim** remains assigned to General IAS Part 4. Justice Kim's courtroom and chambers will be located at 60 Centre Street, Courtroom 418 and Chambers Room 665. The Part phone number, 646-386-3580, and the Chambers phone number, 646-386-5577, remain unchanged.

Hon. **Hasa A. Kingo** is now assigned to General IAS Part 65. Justice Kingo will assume Hon. **Denis Reo's** inventory. Justice Kingo's courtroom and chambers will remain located at 80 Centre Street and have moved to Room 308. The Part phone number is 646-386-3887. The Chambers phone number, 646-386-4740, remains unchanged.

Hon. **Iiana Marcus** is now assigned to City and Transit IAS Part 5. Justice Marcus will assume Hon. **Hasa A. Kingo's** inventory. Justice Marcus' courtroom and chambers will be located at 80 Centre Street, Room 320. The Part phone number is 646-386-3374. The Chambers phone number, 646-386-4969, remains unchanged.

Hon. **Anar Rathod Patel** remains assigned to Commercial Division Part 45. Justice Patel's courtroom and chambers will remain located at 60 Centre Street,

161348/23 Boris v. NYC Et Al
950479/20 v. Archdiocese of NY
150579/22 Calderon v. 3rd Ave. Rlyt. Associates, Inc. Et Al
152275/25 Cassette v. 1524-1st Ave. Rly. Co. LLC Et Al
652162/24 Certain Underwriters At Lloyd's v. Southwest Marine And General Ins. Co.
159987/20 Charris v. Cvs Pharmacy, Inc.
154436/24 Choi v. Linc Lic L.L.C.
850009/22 Citibank v. Apna Rlyt., Inc. Et Al
154470/24 Clark v. The Home Depot, Inc.
655991/25 Crosby 54 LLC v. Houston Casualty Co. Et Al
156654/22 Cruz Pataky v. 1199 Housing Corp. Et Al
157869/25 Curillo v. Premier Sanitation LLC Et Al
155310/22 Dalin v. 136 Ninth Ave. Corp. Et Al
659193/25 Davis v. Opensponsorship Corp. Et Al
152930/25 Doe v. Alexander
150600/22 Doe v. Duff
166470/25 Doane v. NYCHA
805139/21 Dunleavy v. NYU Langone Health System Et Al
159893/19 E. v. Wassfam L.L.C.
650949/25 Espinoza v. Pinecrest Group Corp. Et Al
150196/25 Expedite General Contracting Inc. v. 265 Cherry St. Owner LLC Et Al
153110/22 Francisco Nunez v. Aecom Tishman
159802/20 Garcia v. Board of Mgrs. of 52 Park
153717/23 Gilberti v. Dixon
153405/20 Girard v. 56th And Park (NY) Owner
161232/24 Gishian v. Chen
152519/24 Gray v. The Village Academy Bar Inc., D/b/a The Hangar Bar Et Al
161572/24 Hallman v. Park
158478/25 Hereford Ins. Co. v. Perez
152890/22 Hernandez Guevara v. Uber Technologies, Inc. Et Al
159897/25 Hertz Vehicles, LLC, And All of Its Affiliates And Subsidiaries, Including But Not Ltd. To The Hertz Corp. And Hertz Co. v. New Lots Rx Plus Corp
650693/26 Highland Hill Capital LLC v. Guardian Angel Health Services
650652/26 Highland Hill Capital LLC v. Ima Services Trucking LLC Et Al
659963/25 Hillundun Corp. v. Naadam, Inc. Et Al
164948/25 Hoshia Rly. Mgt. v. Faye
650587/26 In The Matter of The Application of Intego Ins. Co. v. To Stay The Uninsured Motorist of Darryl Kevin Pinkey Et Al
162119/24 Infinity Auto Ins. Co. v. Naionjov
659331/24 Inwood Redi Car Inc. v. Tech. R Corp Et Al
153933/23 K. v. Singh

150536/23 Vincentin v. Sovereign Apts. Inc. Et Al
156253/24 Wilkinson v. NYC Et Al
152588/23 Yajima v. Airport Service Corp. Et Al
166049/25 Yellowstone Properties Inc. v. Faye
157476/20 Yugi v. 220 South St. Bldg.
155146/22 Zambrano v. 4647 Owner LLC Et Al

E-Filing Submission Part
Adjusted for Working Copies Part

Part 1
Justice Adam Silveira
60 Centre Street
Phone 646-386-3722
Room 300

THURSDAY, FEB. 26

152175/18 Cox-Joseph v. NYC
152313/22 Davidov v. NYC Et Al
952374/23 Doe v. NYC Et Al
154911/22 Gonzalez v. NYC Et Al
156151/22 Hepchizer v. NYC Et Al
155115/15 Jimenez v. B'way. 207 Rly. Corp.
159778/22 McCabe v. Lincoln Center For The Performing Arts, Inc. Et Al
156040/21 Quezada v. NYC Et Al
154910/22 Ramos v. Rodriguez
155716/23 Rodriguez v. Con Ed Co. of New York, Inc. Et Al
161874/19 Washington v. NYC Et Al
158227/22 Wayne v. NYC Et Al

FRIDAY, FEB. 27

156745/24 Doe v. McAvoy
MONDAY, MARCH 2

805146/20 Auguste v. Steinberger

Part 2
Justice Lori S. Sattler
60 Centre Street
Phone 646-386-3852
Room 212

THURSDAY, FEB. 26

259983/17 103 Central Park West Corp. v. The Tax Commission of The City of New York
250341/21 124 Seventh Ave. LLC v. The Tax Comm. of NYC
256458/19 125 Uptown Rly. LLC v. The Tax Comm. of NYC
655827/24 149 East 57 Aldo LLC v. Grafte LLC Et Al
264598/19 177 Fort Washington Prop. LLC v. The Tax Comm. of NYC
240031/24 195e76 LLC v. The Tax Comm. of NYC Et Al
252302/22 21 West 34 Owner LLC v. The Tax Comm. of NYC
261182/19 24 West 40th Associates v. The Tax Comm. of NYC
261418/13 347 West 55th St. LLC v. The Tax Comm. of NYC
263816/20 34th St. Penn Assoc. LLC v. The Tax Comm. of NYC

255568/19 West B'way. 330 LLC v. The Tax Comm. of NYC
653622/21 Wiener v. Franchitti

Motion
653622/21 Wiener v. Franchitti
FRIDAY, FEB. 27

652825/23 Century Indemnity Co., As Successor To Cci Ins. Co., As Successor To Ins. Co. of North America And As Successor To Indemnity Ins. Co. of North America Et Al v. The Archdiocese of NY Et Al

Motion
652825/23 Century Indemnity Co., As Successor To Cci Ins. Co., As Successor To Ins. Co. of North America And As Successor To Indemnity Ins. Co. of North America Et Al v. The Archdiocese of NY Et Al

Part 3
Justice Joel M. Cohen
60 Centre Street
Phone 646-386-3287
Room 208

THURSDAY, FEB. 26

651242/21 242 Tenth Investors Lp v. Gvc 242 Tenth Sponsor
652271/23 Manhattan Beer Distributors LLC D/b/a NY Wine & Spirits v. Onebev USA Ltd Et Al
650915/25 Z. One v. Gt Biopharma, Inc.

Motion
652271/23 Manhattan Beer Distributors LLC D/b/a NY Wine & Spirits v. Onebev USA Ltd Et Al
650915/25 Z. One v. Gt Biopharma, Inc.

FRIDAY, FEB. 27

650080/26 Averin Health Opportunities Gp I LLC v. Ggkl Advisers Inc.
659326/24 Brovha Capital LLC Et Al v. Brown
659933/25 Everest Reins. Co. v. Pci Industries
654186/25 Hsbc Uk Bank Plc v. 809 Meadow Lane LLC Et Al
656273/25 Manganeli v. Hiline Services
655698/25 Varanasi v. Clear Secure, Inc.

Motion
659326/24 Brovha Capital LLC Et Al v. Brown
659933/25 Everest Reins. Co. v. Pci Industries
654186/25 Hsbc Uk Bank Plc v. 809 Meadow Lane LLC Et Al
656273/25 Manganeli v. Hiline Services
655698/25 Varanasi v. Clear Secure, Inc.

FRIDAY, FEB. 27

650080/26 Averin Health Opportunities Gp I LLC v. Ggkl Advisers Inc.
659326/24 Brovha Capital LLC Et Al v. Brown
659933/25 Everest Reins. Co. v. Pci Industries
654186/25 Hsbc Uk Bank Plc v. 809 Meadow Lane LLC Et Al
656273/25 Manganeli v. Hiline Services
655698/25 Varanasi v. Clear Secure, Inc.

Motion
659326/24 Brovha Capital LLC Et Al v. Brown
659933/25 Everest Reins. Co. v. Pci Industries
654186/25 Hsbc Uk Bank Plc v. 809 Meadow Lane LLC Et Al
656273/25 Manganeli v. Hiline Services
655698/25 Varanasi v. Clear Secure, Inc.

FRIDAY, FEB. 27

659326/24 Brovha Capital LLC Et Al v. Brown
659933/25 Everest Reins. Co. v. Pci Industries
654186/25 Hsbc Uk Bank Plc v. 809 Meadow Lane LLC Et Al
656273/25 Manganeli v. Hiline Services
655698/25 Varanasi v. Clear Secure, Inc.

MONDAY, MARCH 2

153934/19 S.A.R.L. Galerie Enrico v. Marlborough Gallery Inc.
659378/25 The Interpublic Group of Companies, Inc. Et Al v. Fifth Element Health LLC Et Al

Motion
659378/25 The Interpublic Group of Companies, Inc. Et Al v. Fifth Element Health LLC Et Al

Part 6
Justice Kathy J. King
60 Centre Street
Phone 646-386-3312
Room 351

THURSDAY, FEB. 26

805338/23 Alvarez v. NYC NYCH&HC Corp.
805348/22 Baez v. Fishoff
805281/22 Blackwell v. NY Sports And Joins Orthopaedic Specialists Et Al
805217/24 Chakrabarti v. Weill Cornell Center For Reprod.ive Medicine Et Al
805394/23 Chynel M. McKoy v. Lima M.D.
805415/23 Cutrone v. Serur M.D.
805233/22 Davis v. Efhong M.D.
805091/25 E. v. Breslin M.D.
805393/23 Isaac v. Rachel Leah Gold
805156/21 Johnson v. Mount Sinai Hosp.

101059/25 Kaba v. NYCH&HC Corp. - Metro. Hosp.
157506/22 Kellner v. NYU Langone Health System Et Al
805235/24 Lenes v. Dr. Shera M. Aranoft Et Al
805293/23 McCallion v. NY Presbyterian Hosp.
805238/24 McMullen v. Porder Md
805064/19 Moore v. Lenox Hill Hosp.

805453/23 Nikehasani v. Schwartzstein D.D.S.
101398/25 Norman v. NY Langone Clinic
805232/24 Rizo v. Hetzler M.D.
805063/25 Santiago v. Dines M.D.
805115/23 Shore v. Low D.M.D.
805185/18 Sklyar v. Lenox Hill Hosp.

805097/25 So. v. Lipson M.D.
805279/20 Utara Jones v. Mount Sinai Morningside
100201/24 Veronica v. N.Y.C. NYCH&HC Corp.
805032/25 Zhao v. Jin M.D.

Motion
805185/18 Sklyar v. Lenox Hill Hosp.

FRIDAY, FEB. 27

166540/25 Collen v. Westside Veterinary Center
805178/25 Jackson v. NYU Langone Hosps. Et Al
805221/19 Steven D. Doll v. Arena

MONDAY, MARCH 2

805139/21 Dunleavy v. NYU Langone Health System Et Al

Part 7
Justice Gerald Levovits
60 Centre Street
Phone 646-386-3746
Courtroom 345

THURSDAY, FEB. 26

453239/24 Comm'r's of The State Ins. Fund v. Structure Point LLC
150642/25 Curichumbi Guapi v. 63 Wall St. Owner
151615/25 Delgado v. 1440 Owner LLC Et Al
158594/24 Hamill v. On-Trac Const. Associates, Inc. Et Al
164083/25 Mohammed v. 3612 B'way. Partners LLC Et Al
153196/25 Molina Gallegos v. 185 Christie St. LLC Et Al
653124/24 NYU Langone Hosps. Et Al v. United Healthcare Ins. Co. Et Al
159802/23 Salome Arias v. Birchwood Court Owners, Inc.
152272/25 Sanford v. Neamonitis
650075/26 Serrano v. One More Thai Corp. Et Al

FRIDAY, FEB. 27

650700/26357 W. 54th St LLC v. Harris
155156/23 Ace American Ins. Co. Et Al v. Benchmark Builders Inc. Et Al
160370/24 American Transit Ins. Co. v. Kolb Radiology
164630/25 Companion Animal Network Inc. v. NYC Dept. of Finance
651872/23 Con Ed Co. of New York, Inc. v. Nat. Union Fire Ins. Co. of Pennsylvania
151547/24 Dunn v. 240 Sull LLC
150743/26 Eaddy v. NY County Dist. Attorney's Office
652984/22 Floor 13 Textiles v. Marold
150929/25 Franks v. 17 State Owner LLC
156820/25 In Re D.K. v.
161832/23 Infinity Auto Ins. Co. v. Torres
158599/24 Jeffery v. 301 East 22nd St. Tenants Corp. Et Al
652410/21 Little Harbors Marks Family II L.P. v. Carter

150743/26 Eaddy v. NY County Dist. Attorney's Office
652984/22 Floor 13 Textiles v. Marold
150929/25 Franks v. 17 State Owner LLC
156820/25 In Re D.K. v.
161832/23 Infinity Auto Ins. Co. v. Torres
158599/24 Jeffery v. 301 East 22nd St. Tenants Corp. Et Al
652410/21 Little Harbors Marks Family II L.P. v. Carter

150743/26 Eaddy v. NY County Dist. Attorney's Office
652984/22 Floor 13 Textiles v. Marold
150929/25 Franks v. 17 State Owner LLC
156820/25 In Re D.K. v.
161832/23 Infinity Auto Ins. Co. v. Torres
158599/24 Jeffery v. 301 East 22nd St. Tenants Corp. Et Al
652410/21 Little Harbors Marks Family II L.P. v. Carter

650995/25 Jones Law Firm v. Customs Plastics And Innovations, Inc. 659635/25 Khardin v. NYCTA 159793/23 Madhura v. NY Crane & Equipment Corp. Et Al 161665/25 Mbarak Global v. Perkins 655586/25 Mt. Hawley Ins. Co. v. I-4 Kitchen And Bath LLC Et Al 650183/23 Neblett v. Rakim & Associates Inc Et Al 655035/23 Noha 135 Partners v. Williams 952220/23 Norris v. Integral Yoga Institute, Inc. Et Al 157677/23 Olin v. NY Crane & Equipment Corp. Et Al 150117/24 Panicola v. NY Crane & Equipment Corp. Et Al 158780/24 Peter H. Paretzky v. Le Du 453679/24 Santiago v. Monadnock Const., Inc. Et Al 650211/26 Under Technologies v. Fifty Seven Consulting Corp. Et 157963/20 Wilmington Savings Fund Society v. Brown

Motion
650963/26 Bbb Three LLC v. New Ninth Ave. Corp. 652917/24 Chromocell Therapeutics Corp. v. Chromocell Corp. Et Al 654958/25 Doncaster Rlty. LLC v. Kennedy Organics LLC Et Al 650995/25 Jones Law Firm v. Customs Plastics And Innovations, Inc. 650211/26 Under Technologies v. Fifty Seven Consulting Corp. Et 157963/20 Wilmington Savings Fund Society v. Brown

Motion
650963/26 Bbb Three LLC v. New Ninth Ave. Corp. 652917/24 Chromocell Therapeutics Corp. v. Chromocell Corp. Et Al 654958/25 Doncaster Rlty. LLC v. Kennedy Organics LLC Et Al 650995/25 Jones Law Firm v. Customs Plastics And Innovations, Inc. 650211/26 Under Technologies v. Fifty Seven Consulting Corp. Et 157963/20 Wilmington Savings Fund Society v. Brown

MONDAY, MARCH 2
654028/20 130 Flower Corp. v. 28th St. Properties LLC Et Al 161192/23 68 West 128th St. Partners LLC v. Moller 158956/25 American Express Nat. Bank v. Imhof 650539/26 Claremont Properties LLC v. 311 East 75th Owners Corp. 164948/25 Hoshia Rlty. Mgt. v. Faye 162119/24 Infinity Auto Ins. Co. v. Naimjonov 655934/25 Lsf Houston v. Sannidhi 650705/24 Monari v. Lu 453209/25 NYCHA v. Fowler

Motion
161192/23 68 West 128th St. Partners LLC v. Moller 650539/26 Claremont Properties LLC v. 311 East 75th Owners Corp. 650705/24 Monari v. Lu

Part 12
Justice Leslie A. Stroth
60 Centre Street
Phone 646-386-3273
Room 232

THURSDAY, FEB. 26
654669/24 Abg-Nine West v. D.N.A.M. Apparel Industries 160399/20 Ardizzone v. Americon Const.

FRIDAY, FEB. 27
158295/21 Abraham v. NYC Et Al 159555/23 Balakitsis v. NYC School Const. Auth. Et Al 152307/22 Rivera v. Disons Gems, Inc. Et Al 657157/19 Tammy Chen Dds v. Skyhne Custom Cabinetry, Inc. 158899/22 Thomasson v. Port Auth. of NY And New Jersey Et Al

MONDAY, MARCH 2
152930/25 Doe v. Alexander 150600/22 Doe v. Duff 152737/21 Tobar v. NYCHA

Part 14
Justice Arlene P. Bluth
60 Centre Street
Phone 646-386-3219
Room 432

THURSDAY, FEB. 26
654168/20 Chemtrade v. Wif Marketing 654868/19 Davidoff Hatcher & Citron Lp v. Barsky 161089/22 Fenton v. 509 W 34 L.L.C. Et Al 653878/20 Ingster v. NYC NYCH&HC 653998/20 Marcum Lp v. Park Pl. Dev. Primary 157515/23 Mark Opco Lp D/b/a The Mark Hotel v. Weintraub 150255/23 Quinones v. St. Margaret's House Housing Dev. Fund Corp. 651942/18 Valcap Advisory Services LLC v. Fresh Mat, Inc.

Motion
157515/23 Mark Opco Lp D/b/a The Mark Hotel v. Weintraub

FRIDAY, FEB. 27
155898/20 Gonzalez v. Ab Stable LLC 155039/19 Jones v. Columbia Univ. 653838/21 Maxum Industries v. Hilt Const., Inc. Et Al 161173/20 Stephan v. Turner Const. Co. 65191/20 Storch Amini P.C. v. Schlacht

MONDAY, MARCH 2
651312/20 Avo Const. LLC v. Ca Const. Inc. 150579/22 Calderon v. 3rd Ave. Rlty. Associates, Inc. Et Al 652162/24 Certain Underwriters At Lloyd's v. Southwest Marine And General Ins. Co. 653496/21 Molina v. High Class Limo. And Car Service Corp. Et Al

Part 15
Justice Jeanine R. Johnson
60 Centre Street
Phone 646-386-4462
Room 116

THURSDAY, FEB. 26
320411/25 Briebe v. Blue 303796/22 Friedlander v. Basangy 321772/24 Hetherington v. Hsu 365064/21 Lascano v. Lascano 365343/20 Lavitt v. Perlman

FRIDAY, FEB. 27
303856/20 Gurdon v. Simpson 365006/23 Khanna v. Kwenin 321154/22 Pepa v. Pepa 302316/19 Phillips v. Phillips 365631/21 Subramanyam v. Mankal

MONDAY, MARCH 2
365646/25 Gofman v. Gorodetskaya 365160/24 Lora v. Lora 300718/25 Lurie v. Robinson Lurie

Part 17
Justice Shlomo S. Hagler
60 Centre Street
Phone 646-386-3283
Courtroom 335

FRIDAY, FEB. 27
161445/23 Schultz v. Unisource Food Equipment Systems Inc. Et Al

MONDAY, MARCH 2
Motion
100378/25 Olave v. Hamoudeh

Part 19
Justice Lisa A. Sokoloff
60 Centre Street
Phone 646-386-3979
Room 540

Part 20
ADR
Justice Deborah A. Kaplan
60 Centre Street
Phone 646-386-3300
Courtroom 422

FRIDAY, FEB. 27
158673/17 Rodriguez v. Urtate

Part 24
Matrimonial Part
Justice Michael L. Katz
60 Centre Street
Phone 646-386-3285
Courtroom 325

THURSDAY, FEB. 26
301211/17 Borse v. Roy—9:30 A.M. 301211/17 Borse v. Roy

Motion
301211/17 Borse v. Roy

FRIDAY, FEB. 27
312569/15 Bova v. Guerriero—10 A.M. 321278/23 Zaid v. Halhoul—9:30 A.M.

MONDAY, MARCH 2
365100/21 Gaines v. Gaines 302173/20 Goodman v. Goodman

Motion
365100/21 Gaines v. Gaines 302173/20 Goodman v. Goodman

Part 26
Justice Ta-Tanisha D. James
60 Centre Street
Phone 646-386-4462
Room 438

Part 28
Justice Aija Tingling
60 Centre Street
Phone 646-386-4372
Room 543

THURSDAY, FEB. 26
35004/24 Bergman v. Bergman 365802/23 Clark v. Rumble 365046/26 Rosner v. Friedman 365112/24 Sinclair v. Chapman 321718/23 Swan v. Lucky

Motion
365046/26 Rosner v. Friedman 321718/23 Swan v. Lucky

MONDAY, MARCH 2
71310/91 McGowan v. McGown 321001/24 Thomas v. Moss 365357/25 Yuan v. Thienpont

Motion
71310/91 McGowan v. McGown

Part 30V
Justice Judith N. McMahon
60 Centre Street
646-386-3275

Part 33
Justice Mary V. Rosado
60 Centre Street
Phone 646-386-3894
Room 442

MONDAY, MARCH 2
159893/19E. v. Wassfam L.L.C.

Part 34
Justice Dakota D. Ramseur
60 Centre Street
Phone 646-386-4370
Room 341

THURSDAY, FEB. 26
153030/21 Santos Alas v. Republic Nat. Hldg. Corp. Et Al

FRIDAY, FEB. 27
152625/22 Graneli v. Apt. Mgt. Inc. Et Al 153662/23 Morrell v. P.J. Clarke's Restaurant Corp. Et Al 161139/22 Perdomo v. 361 East Rlty. Associates LLC Et Al

MONDAY, MARCH 2
160009/22 Perez v. Tishman Const. Corp. of NY Et Al

Part 37
IAS Part
Justice Arthur F. Engoron
60 Centre Street
646-386-3222
Room 418

Part 39
Justice James G. Clynes
60 Centre Street
Phone 646-386-3619

THURSDAY, FEB. 26
650072/26 45th St. Btt Restaurant LLC v. Highgate 2 Hotel LLC Et Al 655240/25 American Express Travel Related Services Co., Inc. v. Force Solutions, Inc. 153765/24 Hernandez v. Lipillan

FRIDAY, FEB. 27
155677/24 American Express Nat. Bank v. Stokes 650020/26 Astoria on Stage v. Mt. Hawley Ins. Co. Et Al 654557/25 Ebner v. Yale Levine 161461/21 Escobar v. 155 West 23rd St. Properties LLC Et Al 151778/21 Ippolito v. Turner Const. Co. Et Al 155382/17 Moncho v. Miller 653911/25 NYCHA v. Axis Ins. Co. 654876/25 Pagnoni v. Taylor 157042/20 Rodriguez v. Astoria on Stage 655076/25 Spartan Business Solutions LLC D/b/a Spartan Const., Inc. Et Al 157440/14 Dorset v. 285 Madison Owner LLC 652636/21 Eagle Group LLC v. Bottom Line Const. & Dev. LLC 160786/21 Elstray v. The Trustees of Columbia Univ. in NYC 850270/21 Fannie Mae v. Residential Industries I 151217/18 Francese v. Modern Kitchen & Bath 156052/22 Hanslick v. Ug2 153817/17 Heekin v. NYCTA 151846/20 Helvestine v. Bernabe 365059/18 Irish v. Triton Const. Co. 152788/19 Jara-Salazar v. 250 Park 155115/15 Jimenez v. B'way. 207 Rlty. Corp. 805275/19 Johnson v. NYCH&HC 650582/13 Lalitona v. Lalitaca 805203/22 Larios v. Gauthier 151025/20 Leon v. Plaza Const. 160927/20 Martucci v. 500 W25th Owner LLC 155901/22 Morrison v. Jay Rlty. Corp. Et Al 157141/19 Noble v. Deco Towers Associates LLC 153064/24 Ortiz v. Swdm Archer 159572/21 Ortiz v. NYCHA 450423/16 Perez v. Roza 14w LLC 159890/22 Pettion Guzman v. Bsf 574 West 161 St. Hldg. LLC Et Al 155291/15 Pillaga v. NYU Hosps. Center 156068/22 Pizarro v. Fleury 653514/18 Pizzarotti lbc v. A.L. One Const., Inc. 152303/20 Rojas Artega v. Retail Grocers Group, Inc. 152899/18 Rondon v. 328 W. 44 St. LLC 151276/23 Ross v. Franco 151648/20 Santoli v. Eastside Ventura LLC 451207/22 Seeraj v. Madison Int'l Rlty. 151295/21 Small v. Faulk 157479/19 Stevens v. NYCTA 151817/19 Tiburcio v. 10 Huron Fs Condo LLC 805408/21 Torbati v. Lama Al-Aswad 160226/21 Vega v. NYCHA 157330/21 Venegas v. Fpc Norfolk Senior Housing Dev. Fund Corp. Et Al 151221/20 Weend v. Lukezie 652286/20 Zhang v. Amy's Restaurant NY Inc

MONDAY, MARCH 2
650634/19 Aghbolaghi v. Adelman 159549/20 Antonino Gambino v. Fbg Wall LLC 152681/19 Bilyeu v. Bmw of North America LLC 155533/23 Blacksher v. Romanelli 150436/17 Brito v. NYC 150671/21 Calegari v. Rinaldi Group 651655/22 Coppola & Son Electric, Inc. v. Redi-Const. Inc. Et Al 160196/17 Depumarejo v. 319 Schermerhorn Prop.

COURT NOTES

Courtroom 428, and Chambers has moved to Room 512. The Part phone number, 646-386-3632, and the Chambers phone number, 646-386-3234, remain unchanged.

Hon. **Leslie A. Stroth** remains assigned to General IAS Part 12. Justice Stroth's courtroom and chambers will be located at 60 Centre Street, Courtroom 442 and Chambers Room 659. The Part phone number, 646-386-3273, and the Chambers phone number, 646-386-5622, remain unchanged.

Hon. **Kathleen Waterman-Marshall** remains assigned to General IAS Part 31. Justice Waterman-Marshall's courtroom and chambers will be located at 60 Centre Street, Courtroom 335 and Chambers Room 660. The Part phone number, 646-386-4296, and the Chambers phone number, 646-386-4289, remain unchanged.

Counsel are advised to sign up for the court system's E-Track service. E-Track allows counsel to list with the service some or all the firm's cases pending in the Supreme Court, Civil Branch, New York County, and other counties as well. E-Track provides notification by e-mail of all appearances and adjournments in covered cases that are recorded in the court's electronic case history program, as well as other developments, such as the reassignment of cases and the issuance of decisions and long-form orders. E-Track can also provide appearance reminders should counsel wish to avail themselves of that capability.

To sign up for E-Track, counsel should go to the following address: <http://iapps.courts.state.ny.us/webcivil/etrackLogin>

NEW YORK STATE COURT OF APPEALS

Court To Hear Arguments in the Bronx in March

The Court will be hearing argument away from Court of Appeals Hall in Albany for its upcoming March 2026 Session.

On March 10, 11 and 12, the Court will hear argument at the Bronx Hall of Justice, 265 East 161 Street, Bronx, New York. Arguments will commence at 9:30AM. A live webcast of the argument may be accessed through the Court of Appeals website.

Deadline for Amicus Curiae Motions: February 2026 and March 2026 Sessions

The Court has calendared the appeals in *People v. Gaffney* (Luke J.) (APL 2025-00077), *People v. Curry* (Eugene) (APL 2025-00076), and *People v. Billups* (Ricky) (APL 2025-00108) for argument during its February 2026 Session. The Court has set a special deadline for motions seeking to participate as amicus curiae in these appeals. Motions for permission to file a brief amicus curiae in these appeals must be served no later than December 22, 2025 and noticed for a return date no later than January 5, 2026.

The Court has calendared the appeal in *Matter of Bi-Coastal Properties v. Soliman* (APL 2025-00136) for argument during its March 2026 Session. The Court has set a special deadline for motions seeking to participate as amicus curiae in this appeal. Motions for permission to file a brief amicus curiae in the Matter of Bi-Coastal Properties appeal must be served no later than January 27, 2026 and noticed for a return date no later than February 9, 2026.

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

UNIFIED COURT SYSTEM

Advisory Committee on AI and the Courts Issues Inaugural Annual Report

An advisory group appointed by Chief Administrative Judge Joseph A. Zayas to study the intricate issues surrounding the use of artificial intelligence in the courts has released its inaugural annual report, a landmark document outlining policies, recommendations, and ethical frameworks for the responsible use of AI in the state's court system.

Drawing on the diverse expertise of its 40-plus

members, the Advisory Committee on Artificial Intelligence and the Courts thoroughly explored the opportunities AI presents to improve efficiency, enhance legal services, and expand access to the courts, while also confronting the serious risks it poses, such as bias, misinformation, and threats to confidentiality and due process.

Based on extensive research, stakeholder engagement, and collaborative deliberation, the 154-page report includes findings, recommendations, and policy proposals from each of the Advisory Committee's six specialized subcommittees: Access to the Courts; Bias and Equity; Court Administration and Management; Evidence, Authenticity, and Reliability; Generative AI in Lawyering and Dispute Resolution; and Knowledge, Proficiency, and Professional Responsibility.

Among the highlights contained in the report are:

- An interim policy on AI use, adopted by the court system in October 2025, that establishes guardrails for judges and court staff, requiring AI training and restricting AI use to approved platforms such as Microsoft Copilot Chat, with the Advisory Committee now monitoring feedback from the 200-plus judges and non-judicial employees who recently completed the court system's Microsoft Copilot Chat pilot program.

- A document produced in connection with the AI use policy that sets forth ethical considerations for judges and their staff in using AI, with an emphasis on confidentiality, judicial independence, and responsible AI use.

- A proposed model rule addressing the use of generative AI by attorneys or litigants in preparing court papers and firmly establishing that any such use of AI must be undertaken in a conscientious manner.

- Recommendations for the use of AI tools that, prioritizing data security, transparency, and accountability and guarding against bias, will serve to assist unrepresented litigants and improve language accessibility.

- Findings related to the assessment and admissibility of AI-generated evidence and ways for courts to avoid the risk of unreliable evidence being admitted at trial and prevent unnecessary delays in proceedings, among other evidentiary issues.

- Recommendations on the use of AI to enhance court operations and administration, such as for court research, case inventory management, computer programming, and data security, among other tasks.

- Strategies for mitigating bias, with the Advisory Committee calling for safeguards to ensure that AI tools are developed and implemented in a manner that promotes equity, prevents unfair bias, and supports the courts' ability to safeguard the rights of all individuals, particularly those from historically marginalized communities. The report contains detailed findings from the Bias and Equity subcommittee that address the risks, as well as the legal and ethical challenges, presented by AI in the justice system. These findings underscore the need for guardrails to prevent algorithmic bias, along with crossvalidation protocols and strict limits on AI, particularly in the high-risk context of assisting with crucial decisions such as bail and sentencing.

- Proposals for the creation of educational materials to promote AI literacy for all court users.

- Recommendations for expanded judicial training and CLE programs, with the Advisory Committee on AI in the Courts collaborating with the courts' Advisory Committee on Judicial Ethics in presenting several judicial training programs designed to address some of the legal, practical, and ethical dimensions of AI.

"The use of AI in and by our courts must be thoughtful, careful, and principled," said Chief Judge Rowan D. Wilson. "This report provides a roadmap for harnessing technology to improve efficiency and access to justice while safeguarding fairness and fostering public trust in our courts and justice system."

Part 45
Commercial Div.
Justice Anar Rathod Patel
60 Centre Street
Phone 646-386-3632
Room 428

THURSDAY, FEB. 26
659857/24270 Rlty. LLC Et Al v. Cha Consulting, Inc. Et Al 653390/24 Art Lending, Inc. v. Rose 656677/25 Dilascia v. Lemonis 656111/25 Halloran Family Revocable Trust v. Srt Capital SPC LLC Et Al 659163/25 Kelley v. USA Rare Earth 452749/24 People of the State of NY v. Letitia James Attorney General of The State of NY v. Tiktok Inc. Et Al 656215/25 Stern v. Doe 650210/26 Taormino v. Fischler

FRIDAY, FEB. 27
653020/24 Fox And Main v. Pyramid-Bmc Holdings

Part 48
Commercial Div.
Justice Andrea Masley
60 Centre Street
Phone 646-386-3265
Room 242

THURSDAY, FEB. 26
655341/23 Altamira Investments II v. The Bolivarian Republic of Venezuela 652051/20 Bangladesh Bank v. Rizal Commercial Banking 655567/25 Calibrant Storage v. Enel X North America, Inc. Et Al 654926/25 Cctw Hldgs., Inc. Et Al v. Meberg 850079/25 Wilmington Trust v. 90 Fifth Owner

Motion
652051/20 Bangladesh Bank v. Rizal Commercial Banking 655567/25 Calibrant Storage v. Enel X North America, Inc. Et Al 651244/25 Glencore Ltd. v. Kamca Trading S.A. Et Al 651347/22 Gnhc 1703-518 v. Venari Partners 655249/25 Grace Holmes, Inc. Et Al v. Bourbon Sidecar LLC 656266/23 In The Matter of The Application of The Bank of NY Mellon v. Na 653936/25 Jabil Inc. v. Mavener Systems, Inc. 659818/25 Pae Sterling I LLC v. Old Mutual Alternative Risk Transfer Insure Ltd 659877/24 Pattern Energy Group Lp v. Perillo 654051/20 Verizon NY Inc. v. De Boulevard

654432/24 White Rock Ins. (sac) Ltd v. China Const. Bank Corp. Et Al

Motion
654432/24 White Rock Insurance (sac) Ltd v. China Const. Bank Corp. Et Al

MONDAY, MARCH 2
652936/25 Armet v. Lantern Holdings 161281/24 Forethought Life Ins. Co. v. 3 East 54th NY LLC Et Al 651777/21 Goldberg v. Klein 650740/24 In The Matter of The Application of On The Move Hldgs. v. Singh 653936/25 Jabil Inc. v. Mavener Systems, Inc. 650553/26 Khan v. 22 Lf Capital LLC (d/b/a Delta Capital) 651697/19 Pizzarotti v. Fpg Maiden Lane 656058/23 Vinci Brands LLC v. Case-Mate, Inc. Et Al

Motion
161281/24 Forethought Life Ins. Co. v. 3 East 54th NY LLC Et Al 651777/21 Goldberg v. Klein 653936/25 Jabil Inc. v. Mavener Systems, Inc.

Part 49
Commercial Div.
Justice Margaret A. Chan
60 Centre Street
Phone 646-386-4033
Room 252

THURSDAY, FEB. 26
950037/19 Doe v. Archdiocese of NY 950647/20 Bowen v. Greek Orthodox Archdiocese 950341/20 Doe v. Archdiocese of NY 950720/21 F. v. Greek Orthodox Archdiocese 950297/21 McReynolds v. Roman Catholic Archdiocese of NY Et Al 950264/21 N. v. Archdiocese of NY 950063/20 O. v. NYC 950570/20 Padula v. Archdiocese of NY 950651/20 R. v. NYC 950086/21 Raftopoulos v. Greek Orthodox Archdiocese 950656/20 T. v. NYC 152515/21 Zubowski v. Lemx Corp.

FRIDAY, FEB. 27
950888/21 Aiken v. NYC Et Al 950117/21 B. v. NYC 950393/21 D. v. Girl Scouts of The United 950387/20 Doe v. Archdiocese of NY 950598/21 Doe v. Archdiocese of NY 950661/21 H. v. NYC 655507/21 Hudson Meridian Const. Group v. Travelers Casualty Ins. Co. of America Et Al 453379/21 Hudson v. NYC Et Al 153117/20 Kloosed Properties, Inc. v. Mania House Workshops, Inc. 150892/20 Martinez v. 1114 6th Ave. Owner LLC 950711/20 Mickell v. NY Founding P/a 452397/25 People of The State of NY v. Vdare Foundation, Inc. Et Al 950126/19 Perkins v. Cabrini Mission Foundation 950140/20 G. v. Spence-Chapin Services To Children And Families 950737/20 W. v. Archdiocese of NY

Motion
159829/20 Martinez v. 1114 6th Ave. Owner LLC

MONDAY, MARCH 2
950046/19 Ark47 v. Archdiocese of NY 950037/19 Doe v. Archdiocese of NY 950007/20 M. v. Christian Brothers of 950303/21 S. v. NYC

Part 59
Justice Debra A. James
60 Centre Street
Phone 646-386-3351
Room 331

Part 60
Commercial Div.
Justice Melissa A. Crane
60 Centre Street
Phone 646-386-3310
Room 248

THURSDAY, FEB. 26
650762/25 Dti-Dsic Inc. 930-Dsic 653910/24 Link Real Estate Partners, Inc. v. Goncharov 653965/25 Lepatner & Associates Lip v. Komtek Technologies

FRIDAY, FEB. 27
659609/24 A&T Mobility LLC v. Harman Connected Services, Inc. 652456/18 Bapaz NYC West 46 St Group LLC v. Assa Properties Inc. 652233/22 Citibank v. Na 151947/23 Insoq Courtland Bronx NY v. Wenger Esq. 651033/23 Michelle Haruvi v. Hungerford

Motion
651033/23 Michelle Haruvi v. Hungerford

MONDAY, MARCH 2
650056/26 Cohen v. Trax Retail, Inc. Et Al 654449/25 Exclusemls Review LLC Et Al v. Reddy 651527/22 Idi v. Sela 651468/25 Lucky Diamond Productions, Inc. v. Producers Token LLC Et Al 651125/24 Markston Int'l v. Dcm Advisors LLC Et Al 653389/22 One River Run Acquisition v. The Greenwich Group Int'l 654190/21 Richmond Global Compass Fund v. Nascimento 651237/25 Rocketstar, Inc. v. Miles Space, Inc. Et Al

Motion
650056/26 Cohen v. Trax Retail, Inc. Et Al 654449/25 Exclusemls Review LLC Et Al v. Reddy 651527/22 Idi v. Sela 653389/22 One River Run Acquisition v. The Greenwich Group Int'l

Part 54
Commercial Div.
Justice Jennifer G. Schecter
60 Centre Street
Phone 646-386-3362
Room 228

THURSDAY, FEB. 26
650654/26 Apex Funding Silver LLC v. Funding Futures LLC 656098/25 Douza v. The Estate of Nari Hira Et Al 653286/24 Eichner v. Rtw Retailwinds Acquisition LLC Et Al 150291/26 In The Matter of The Petition of J.G. Wentworth Originations v. Metro. Life Ins. Co. Et 151209/26 In The Matter of The Petition of J.G. Wentworth Originations v. Brighthouse Life Ins. Co. Et 655281/24 Leli v. Rtw Retailwinds Acquisition LLC Et Al 654769/24 Nassiripour Esq. v. Bhutia 655715/25 Tremblay v. Wollner

Motion
650654/26 Apex Funding Silver LLC v. Funding Futures LLC 653286/24 Eichner v. Rtw Retailwinds Acquisition LLC Et Al 150291/26 In The Matter of The Petition of J.G. Wentworth Originations v. Metro. Life Ins. Co. Et 151209/26 In The Matter of The Petition of J.G. Wentworth Originations v. Brighthouse Life Ins. Co. Et 655281/24 Leli v. Rtw Retailwinds Acquisition LLC Et Al 654769/24 Nassiripour Esq. v. Bhutia 655715/25 Tremblay v. Wollner

FRIDAY, FEB. 27
650654/26 Apex Funding Silver LLC v. Funding Futures LLC 653286/24 Eichner v. Rtw Retailwinds Acquisition LLC Et Al 150291/26 In The Matter of The Petition of J.G. Wentworth Originations v. Metro. Life Ins. Co. Et 151209/26 In The Matter of The Petition of J.G. Wentworth Originations v. Brighthouse Life Ins. Co. Et 655281/24 Leli v. Rtw Retailwinds Acquisition LLC Et Al 654769/24 Nassiripour Esq. v. Bhutia 655715/25 Tremblay v. Wollner

Motion
650654/26 Apex Funding Silver LLC v. Funding Futures LLC 653286/24 Eichner v. Rtw Retailwinds Acquisition LLC Et Al 150291/26 In The Matter of The Petition of J.G. Wentworth Originations v. Metro. Life Ins. Co. Et 151209/26 In The Matter of The Petition of J.G. Wentworth Originations v. Brighthouse Life Ins. Co. Et 655281/24 Leli v. Rtw Retailwinds Acquisition LLC Et Al 654769/24 Nassiripour Esq. v. Bhutia 655715/25 Tremblay v. Wollner

651310/25 New Spring Mezzanine Capital Iv v. Joshi 654872/24 Sasson v. Bridger Consulting Group, Inc.

Motion
653965/25 Lepatner & Associates Lip v. Komtek Technologies 654872/24 Sasson v. Bridger Consulting Group, Inc.

FRIDAY, FEB. 27
654859/24200 Frank Corp. v. 200 Chelsea Corp. 153100/23 Life Ins. Fund Elite v. Hamburg Commercial Bank Ag Et Al 653218/25 Marcussi Ltd. Partnership v. Qd Overseas Ventures 650013/25 Metro. Partners Group Admin. v. Nerney 652824/22 Oh 126th St. Housing Dev. Fund Corp. v. Berkley Ins. Co. 655022/22 Us Pony Hldgs. v. Fashion Footwear LLC

Motion
153100/23 Life Insurance Fund Elite v. Hamburg Commercial Bank Ag Et Al 653218/25 Marcussi Ltd. Partnership v. Qd Overseas Ventures 650013/25 Metro. Partners Group Admin. v. Nerney 652824/22 Oh 126th St. Housing Dev. Fund Corp. v. Berkley Ins. Co. 655022/22 Us Pony Hldgs. v. Fashion Footwear LLC

MONDAY, MARCH 2
652970/25 Silverman v. Rosenberg

Motion
652970/25 Silverman v. Rosenberg

Part 61
Commercial Div.
Justice Nancy M. Bannon
60 Centre Street
Phone 646-386-3169
Room 232

THURSDAY, FEB. 26
656690/25 Optid Jcp v. Cil Propco I LLC Et Al 650043/19 Riverside Center Site 5 v. Lexington Ins. Co. 151285/25 Sig Rcrs D Mf 2023 Venture LLC v. 211 Madison St. Owners LLC Et Al 653484/22 Steinhart v. Elman Investors, Inc. Et Al 652132/25 Summit Village Dev. Lender 1 v. Summit Mountain Hldg. Group 653399/24 Tyvak Nano-Satellite Systems, Inc. v. Astra Space Operations, Inc. Et Al

Motion
653484/22 Steinhart v. Elman Investors, Inc. Et Al

FRIDAY, FEB. 27
453097/25208 E 95 Owners LLC v. Argentic Real Estate Finance LLC Et Al 654810/25 Gtcc I LLC Et Al v. Interest Capital Partners LLC Et Al 652854/23 In The Matter of The Application of Bergi Andonian, As Shareholder of Renaissance Carpet & Tapestries Inc. v. Soleimani 651990/22 Labatt USA Operating Co., LLC v. Friends Beverage Group 650482/25 NY Marine And General Ins. Co. v. Millenia Assurance, Inc. Et Al 652858/23 Renaissance Carpet & Tapestries Inc. v. Soleimani 653452/23 Soleimani v. Andonian 654097/25 Stolar Capital 25 v. Tgpm Owner LLC Et Al 156838/25 West And Myers v. Riverside Center Site 5 Owner LLC Et Al 659904/25 White Gryffindor LLC v. Gryfe 659314/24 Ya I Pn v. Triller Group Inc. Et Al

Motion
659314/24 Ya I Pn v. Triller Group Inc. Et Al

MONDAY, MARCH 2
65963/25 Hildun Corp

16068/22 Ochoa-Quijije v. Universal Protection Service
157406/25 Pachman v. Board of Mgrs. of 866 Third Ave. Condominium Et Al
156971/21 Pd Kopatisis Flp v. 215 West 28th St.
162356/23 Pease v. Saravanan
154578/24 Philon v. 33 West 37th Condominium Assoc.
150731/19 Reeves v. Soderman
155660/25 Richards v. 63 Madison Owner LLC Et Al
156982/24 Sand v. Eo 160 Water LLC Et Al
159021/22 Soraya Alvarado Malla v. 140 West St. Condominium Et Al
150541/25 Tanz v. Con Ed Co. of New York, Inc., Et Al
151945/25 Tech. Ins. Co., Inc. v. United Metro Energy Corp.
151285/25 Turczyn v. Bud North LLC Et Al
157536/25 Walker v. Ms Tp4 Housing Dev. Fund Co., Inc. Et Al
659829/25 Webb v. Nitro Advance

155146/22 Zambrano v. 46/47 Owner LLC Et Al
Part 21 City Part
Justice Richard A. Tsai
80 Centre Street
Phone 646-386-3738
Room 280
THURSDAY, FEB. 26
161703/24 Andrade v. New York City NYCTA
154694/25 Ballesteros v. Mta Bus Co. Et Al
450871/23 Barrie v. NYCTA Et Al
162108/23 Benson v. NYC Et Al
155635/20 Benton v. NYC
160572/22 Bisono v. Townsell
452387/25 Boulden v. NYCTA Et Al
162387/23 Bowman v. NYC Et Al
452115/22 Brisbon v. NYCTA Et Al
452223/23 Brito v. Mta Bus Co. Et Al
154865/21 Bynum v. Mta Bus Co. Et Al
150191/24 Cedenno v. NYC Et Al
162372/23 Chase v. NYCTA Et Al
155228/22 Dasilva v. NYC Et Al
150012/23 Delva v. The Metro. Transportation Auth. Et Al
150989/23 Diallo v. NYCTA Et Al
161939/23 Diallo v. Swan
153258/25 Duman v. NYCTA Et Al
160654/23 E. v. NYCTA
159808/18 Fairclough v. NYCTA
158312/19 Frame v. NYC Et Al
150280/22 Franco v. NYC Et Al
153024/20 Fratto v. NYC
152198/25 Fuller v. Mta Bus Co. Et Al
154137/23 Garcia v. NYC Et Al
160187/24 Gelman v. NYC Et Al
151408/20 George v. NYC
154169/22 Guerra v. NYCTA Et Al
162202/19 Hadda v. NYCTA Et Al
151331/23 Horn v. Townsell
154579/19 Hosbein v. NYCTA
155356/21 Jeng v. NYC Et Al
153973/20 Kasumu v. NYC Et Al
155861/18 Kille v. NYCTA
150935/24 Klein v. NYC Et Al
158967/23 Krotman v. NYC Et Al
153104/21 Lilian Flores v. NYC Et Al
156725/22 Lopez v. The NYCTA Et Al
157735/23 Maldonado v. Con Ed Co. of New York, Inc. Et Al
150959/18 Martin v. NYCTA
152425/21 Martinez v. Jlv Iv Enterprises, Inc.
151754/22 Marvin Preer v. NYC Et Al
190118/24 Widercrantz v. Amchem Prods., Inc., N/va Rhone Poulenc Ag Co., N/va Bayer Cropsience Inc Et Al
652442/25 Wilk Auslander Llp v. Imagin Medical Inc.

MONDAY, MARCH 2
166307/25 Alexandria v. Just Shades, Inc.
650949/25 Espinoza v. Pinecrest Group Corp. Et Al
159802/20 Garcia v. Board of Mgrs. of 52 Park
161742/23 Macri v. Structure Tone
153819/21 NYC Clerical v. NYC
156501/21 Ponce Canelas v. Amazon.Com Services LLC Et Al
650241/26 Pumpyskaya v. Gerasinova
653742/23 Toribio Francisco v. Creston Hills 26 LLC Et Al

Part 5 City Part
Justice Hasa A. Kingo
80 Centre Street
Phone 646-386-3374
Room 320
THURSDAY, FEB. 26
156200/21 Amendolara v. 1166 LLC Et Al
154802/20 Camas-Mendieta v. Urban Atelier Group
150088/22 Carlisi v. Plaza Const. LLC Et Al
157687/24 Cepeda v. Bpp St Owner LLC
805087/23 Cheng v. NYC NYCH&HC Corp. Et Al
153118/19 Continental Casualty Co. v. Abm Industries Inc.
152458/20 Davis v. Board of Mgrs. of Spg
805337/24 Faust v. Smith M.D.
150254/21 Frazier v. NYCH&HC And Hospitals Corp. Et Al
156535/22 Guida v. Shoprite of Fishkill Et Al
159338/18 Jordan v. Con Ed Co.
805171/21 Kannadan v. Munawar & Andrews-Santillo
657125/17 Khadem v. Stonehill & Taylor
800296/11 Lee v. Nejat
150677/20 Martinez v. NY Univ.
805359/22 Medina v. NYC Et Al
805280/21 Perez v. NYCH&HC Corp. Et Al
158805/19 Philadelphia Indemnity v. Muhvey Const., Inc.
805431/20 Plnic v. Chui
451296/22 Robinson v. NYCH&HC Corp. Et Al
154464/21 Rudick v. Ronald D. Weiss
151952/21 Scott v. 760 12th LLC Et Al.
159057/17 Stonehill & Taylor v. Khadem
805298/21 Szymanski v. NYCH&HC Corp. Et Al
158013/21 Tiburcio v. 551-565 West 190. Pk. LLC Et Al
805208/24 Treherne v. NYC NYCH&HC Corp.
805031/23 White-Gouldbourne v. NYCH&HC Corp.
805339/21 Williams v. Senthilkumar Md
156825/21 Wilson v. Endeavor Guidance LLC Et Al
805247/22 Witte Jr. v. Manko M.D.
153418/20 Yousof v. Horac Plaza

FRIDAY, FEB. 27
805308/23 Campbell v. NYCH&HC Corp.
156068/25 Morrison Cohen Llp v. Dearborn Capital Group LLC Et Al
154673/17 Sadullaev v. At Home Solutions
161247/20 Torres v. Philip's Park LLC
MONDAY, MARCH 2
154230/01 Borough Construction Group LLC v. Citigrant Funding Corp.
Part 8
Justice Lynn R. Kotler
80 Centre Street
Phone 646-386-3572
Room 278
THURSDAY, FEB. 26
156341/2131 E 63 St. LLC Et Al v. J.L. Ramirez Architect
157412/21 Bach v. Columbia Univ. Et Al
153387/22 Briones v. Qb Dev. Owner LLC Et Al
160619/20 Figueroa Ceja v. Manetta Enterprises, Inc.
161158/21 Justin J. Ramsay v. 271 West 10th St. LLC
162863/14 Marine v. NYC
151627/18 Troth v. 285 Madison Owner
FRIDAY, FEB. 27
156737/24 Angwang v. NYC Police Dept.
153746/24 East Drive Housing Dev. Fund Corp. v. Worley
160751/22 Gowicki v. 63 Madison Owner LLC Et Al
159419/20 NYCTL 2019-A Trust v. Jung
MONDAY, MARCH 2
452416/22 Callahan v. Board of Mgrs. of Int'l Plaza Condominium Et Al
159987/20 Charis v. Cvs Pharmacy, Inc.
153405/20 Girard v. 56th And Park (NY) Owner
651993/15 Ysib Trust v. Vartel NY Const. Corp.

157915/22 Frazier v. Malhi
151906/25 Garcia v. Ewell
153717/23 Gilberti v. Dixon
158091/24 Gutierrez v. Bajana
157647/24 Hill v. Schwartz
155362/23 Holman v. Mar-Can Transportation Co. Inc. Et Al
156968/24 Jaquez v. Cruz
155965/24 Jean-Jacques v. Academy Express LLC
151585/24 Judelson v. Pascal
100897/11 Landreth v. Din
162060/23 Lee v. Doe
150726/24 Lopez v. Fong
150006/25 Martinez Gonzalez v. New Laconia Radio Dispatcher, Inc.
150226/24 Martinez v. The NYCHA
154339/22 Matos v. NYC Et Al
452294/23 Matos v. Vanriel
157100/24 McGrath v. Trumbo
157275/22 Mendez v. Bonsel
Industrial LLC Et Al
150594/24 Miller v. Mk Logistics, Inc. Et Al
161992/24 Mongiello v. Burnett
161530/23 Morel De Jesus v. Mostafa
152052/24 Mota v. Golden Air & Refrigeration of New York, Inc. Et Al
152958/21 Nakamura v. Pan
153071/24 Ordonez v. Thaxton
160613/24 Ortiz-Torres v. Hatchett
155500/20 Pearo v. Lux Credit Consultants
152482/24 Pena v. Grinbaum
151976/24 Peralta-Berroa v. Constance Food Group, Inc. Et Al
162118/23 Perez v. Sainte
150987/23 Pimentel v. Chisolm
153458/24 Poole v. Douglas
154972/24 Pun v. McMahoons Farm Inc Et Al
153885/24 Quinn v. Malcom
150563/25 Rajonson v. Hurtado
153784/24 Ramirez Vazquez v. Fedex Corp Et Al
151259/24 Rehman v. American Crane & Equipment Corp. Et Al
154005/22 Reynolds v. Dieye
154800/24 Romero v. Lithia Ramsey-B LLC Et Al
157668/24 Sanchez v. Transcom Leasing Corp Et Al
150051/23 Sanmartin v. Hidalgo
152386/24 Santa-Cruz v. Sanchez
154838/24 Seck v. Bustamante
154085/24 Shipman v. Pal Environmental Safety Corp. Et Al
161603/23 Shtanher v. Air Comfort Refrigeration Corp. Et Al
151450/25 Silvestre De Garcia v. Medrano-Molina
150487/23 Singh v. Llapa
157781/25 St. Pierre v. Ahmed
157688/24 Trikatam v. Lall
152773/20 Wang v. Feld
154421/24 Zapata-Bernabe v. Ortiz Mayorga
158152/22 Zarzuela v. Garcia

MONDAY, MARCH 2
161360/20 Ahmed v. Yo
154537/21 Ahmed v. Ahmed
157082/23 Ahmed v. Moreno
157664/20 Arruffat v. Lorah
166520/25 Bernyk v. Muscat
159516/23 Brant v. Franks
159850/24 Bryant v. Herrera-Echavarria
155446/21 Campuzano v. Hussain
159247/23 Castillo v. Liberty House
159396/22 Chisholm v. Goodwin
154243/21 Clarke v. Rossetti
154803/23 Clarke v. Tibike
159563/23 Cobbs v. Makboul
150911/22 Connolly v. Holowchak
453284/23 Dzanashvili v. Reilly
150762/24 Elahie v. Kelly
156753/24 Ferreira v. Wheels Lt Et Al
158538/12 Fishman v. Bunty And Jyoti
156505/24 Garcia Lora v. Park Ave. Acura Et Al
161537/23 Garcia v. Tk Elevator Corp. Et Al
153717/23 Gilberti v. Dixon
161232/24 Gishian v. Chen
160377/23 Gonzalez v. Pvk Trans Corp. Et Al
161317/24 Graham v. Wilborne Jr
153685/19 Grubstein v. Barrosa
159768/23 Gutierrez v. Modern Elevator Installations Inc. Et Al
150005/22 Harris v. Hunter Ambulette Ambulance Inc. Et Al
152890/22 Hernandez Guevara v. Uber Technologies, Inc. Et Al
158982/21 Heywood v. Bakewise Brands
453787/24 Hunter v. Murrell
155106/24 Isea-Mendez v. Oahimire
160365/24 Jimenez Crespo v. Cohen
157765/21 Jones v. Jimenez
160116/24 Jung v. Cab East
153933/23 K. v. Singh
150201/24 Kasymkanova v. Zhang
154788/20 King v. Rayhan
160624/24 Lamine Sov v. Rahman
156797/24 Lewis v. Sanogo
153096/24 Lowinger v. Fort
158563/22 Martin v. Feliz
154640/24 McEwen v. L. Figueroa
150480/19 Mercado Ferreira v. Liz
653894/22 Metellus v. Ultra High Tech Const.
156674/24 Mohamed v. Peralta
162037/19 Oldham v. Con Ed Co. of NY Et Al
155597/24 Pena Valdez v. Romaine
161589/23 Penna v. Gerber
15528/23 Penna v. Stumpf
153504/24 Peralta Santana v. Saini
450155/22 Perez v. Silva
158760/24 Perez v. Harrington
158304/19 Piekut v. Diallo
160846/23 Pinski v. Perez
151209/24 Ramirez v. Joseph
155725/24 Ramirez v. New Jersey Transit Corp. A/va New Jersey Transit Bus Operations
150319/24 Rodriguez v. Grycan
151318/24 Rodriguez v. Weigelt
160111/23 Roffey v. Stretch Hacking LLC Et Al
151572/21 Roman v. Liaqat
161650/23 Ross v. Buja
157274/23 Sedlis v. Murad
150906/23 Shahar v. Guito
158471/23 Shen v. Cabrera
155882/23 Shuda v. Love Jag Sidhu Corp. Et Al
154401/22 State Farm Mutual Automobile Ins. Co. A/s/o
453787/24 Hunter v. Murrell
155106/24 Isea-Mendez v. Oahimire
160365/24 Jimenez Crespo v. Cohen
157765/21 Jones v. Jimenez
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153933/23 K. v. Singh
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154788/20 King v. Rayhan
160624/24 Lamine Sov v. Rahman
156797/24 Lewis v. Sanogo
153096/24 Lowinger v. Fort
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162037/19 Oldham v. Con Ed Co. of NY Et Al
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153504/24 Peralta Santana v. Saini
450155/22 Perez v. Silva
158760/24 Perez v. Harrington
158304/19 Piekut v. Diallo
160846/23 Pinski v. Perez
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157274/23 Sedlis v. Murad
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155882/23 Shuda v. Love Jag Sidhu Corp. Et Al
154401/22 State Farm Mutual Automobile Ins. Co. A/s/o
453787/24 Hunter v. Murrell
155106/24 Isea-Mendez v. Oahimire
160365/24 Jimenez Crespo v. Cohen
157765/21 Jones v. Jimenez
160116/24 Jung v. Cab East
153933/23 K. v. Singh
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154788/20 King v. Rayhan
160624/24 Lamine Sov v. Rahman
156797/24 Lewis v. Sanogo
153096/24 Lowinger v. Fort
158563/22 Martin v. Feliz
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653894/22 Metellus v. Ultra High Tech Const.
156674/24 Mohamed v. Peralta
162037/19 Oldham v. Con Ed Co. of NY Et Al
155597/24 Pena Valdez v. Romaine
161589/23 Penna v. Gerber
15528/23 Penna v. Stumpf
153504/24 Peralta Santana v. Saini
450155/22 Perez v. Silva
158760/24 Perez v. Harrington
158304/19 Piekut v. Diallo
160846/23 Pinski v. Perez
151209/24 Ramirez v. Joseph
155725/24 Ramirez v. New Jersey Transit Corp. A/va New Jersey Transit Bus Operations
150319/24 Rodriguez v. Grycan
151318/24 Rodriguez v. Weigelt
160111/23 Roffey v. Stretch Hacking LLC Et Al
151572/21 Roman v. Liaqat
161650/23 Ross v. Buja
157274/23 Sedlis v. Murad
150906/23 Shahar v. Guito
158471/23 Shen v. Cabrera
155882/23 Shuda v. Love Jag Sidhu Corp. Et Al
154401/22 State Farm Mutual Automobile Ins. Co. A/s/o
453787/24 Hunter v. Murrell
155106/24 Isea-Mendez v. Oahimire
160365/24 Jimenez Crespo v. Cohen
157765/21 Jones v. Jimenez
160116/24 Jung v. Cab East
153933/23 K. v. Singh
150201/24 Kasymkanova v. Zhang
154788/20 King v. Rayhan
160624/24 Lamine Sov v. Rahman
156797/24 Lewis v. Sanogo
153096/24 Lowinger v. Fort
158563/22 Martin v. Feliz
154640/24 McEwen v. L. Figueroa
150480/19 Mercado Ferreira v. Liz
653894/22 Metellus v. Ultra High Tech Const.
156674/24 Mohamed v. Peralta
162037/19 Oldham v. Con Ed Co. of NY Et Al
155597/24 Pena Valdez v. Romaine
161589/23 Penna v. Gerber
15528/23 Penna v. Stumpf
153504/24 Peralta Santana v. Saini
450155/22 Perez v. Silva
158760/24 Perez v. Harrington
158304/19 Piekut v. Diallo
160846/23 Pinski v. Perez
151209/24 Ramirez v. Joseph
155725/24 Ramirez v. New Jersey Transit Corp. A/va New Jersey Transit Bus Operations
150319/24 Rodriguez v. Grycan
151318/24 Rodriguez v. Weigelt
160111/23 Roffey v. Stretch Hacking LLC Et Al
151572/21 Roman v. Liaqat
161650/23 Ross v. Buja
157274/23 Sedlis v. Murad
150906/23 Shahar v. Guito
158471/23 Shen v. Cabrera
155882/23 Shuda v. Love Jag Sidhu Corp. Et Al
154401/22 State Farm Mutual Automobile Ins. Co. A/s/o
453787/24 Hunter v. Murrell
155106/24 Isea-Mendez v. Oahimire
160365/24 Jimenez Crespo v. Cohen
157765/21 Jones v. Jimenez
160116/24 Jung v. Cab East
153933/23 K. v. Singh
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154788/20 King v. Rayhan
160624/24 Lamine Sov v. Rahman
156797/24 Lewis v. Sanogo
153096/24 Lowinger v. Fort
158563/22 Martin v. Feliz
154640/24 McEwen v. L. Figueroa
150480/19 Mercado Ferreira v. Liz
653894/22 Metellus v. Ultra High Tech Const.
156674/24 Mohamed v. Peralta
162037/19 Oldham v. Con Ed Co. of NY Et Al
155597/24 Pena Valdez v. Romaine
161589/23 Penna v. Gerber
15528/23 Penna v. Stumpf
153504/24 Peralta Santana v. Saini
450155/22 Perez v. Silva
158760/24 Perez v. Harrington
158304/19 Piekut v. Diallo
160846/23 Pinski v. Perez
151209/24 Ramirez v. Joseph
155725/24 Ramirez v. New Jersey Transit Corp. A/va New Jersey Transit Bus Operations
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151572/21 Roman v. Liaqat
161650/23 Ross v. Buja
157274/23 Sedlis v. Murad
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154401/22 State Farm Mutual Automobile Ins. Co. A/s/o
453787/24 Hunter v. Murrell
155106/24 Isea-Mendez v. Oahimire
160365/24 Jimenez Crespo v. Cohen
157765/21 Jones v. Jimenez
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154788/20 King v. Rayhan
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162037/19 Oldham v. Con Ed Co. of NY Et Al
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158304/19 Piekut v. Diallo
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151209/24 Ramirez v. Joseph
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150480/19 Mercado Ferreira v. Liz
653894/22 Metellus v. Ultra High Tech Const.
156674/24 Mohamed v. Peralta
162037/19 Oldham v. Con Ed Co. of NY Et Al
155597/24 Pena Valdez v. Romaine
161589/23 Penna v. Gerber
15528/23 Penna v. Stumpf
153504/24 Peralta Santana v. Saini
4501

451237/23 Comm'rs. of State Ins. Fund v. New World Const. & Renovation LLC (a Ct LLC)
655203/19 Farhadi v. Golan Floors, Inc.
650317/19 Gilbane Bldg. Co. v. W.R. Berkley Corp.
653013/25 Qunad Media Group LLC v. One Hundred Coconuts LLC

Motion

654247/23 Chungly Dev. Corp. v. Liang
451237/23 Comm'rs. of State Ins. Fund v. New World Const. & Renovation LLC (a Ct LLC)
655203/19 Farhadi v. Golan Floors, Inc.

Part 42

Justice Emily Morales-Minerva
111 Centre Street
Phone 646-386-3237
Room 574

THURSDAY, FEB. 26

651563/25 50th St. Housing Dev. Fund Corp. v. Mr Glazier Group Inc
65995/25 63 Spring Lafayette v. Binder
152631/21 A&L Doors & Hardware LLC v. King Rose of NY Inc. Et Al
65087/24 Academic Health Professionals Ins. Assoc.- A Reciprocal Insurer v. Bhagavanti
156912/25 American Express Nat. Bank v. Finkel
160459/23 American Express Travel Related Services Co., Inc. v. Cars Recon, Inc.
659190/25 American Express Travel Related Services Co., Inc. v. North East Housing Initiative Inc.

655513/25 American Express Travel Related Services Co., Inc. v. Total Integrated Panel Systems of Utah
655972/25 Board of Mgrs. of 101 Walk Condominium v. 99 Wall Dev. Inc. Et Al
162593/25 Cavalry Spv Iv. Cooper
654953/25 Channel Partners Capital v. Zound Pro
611207/25 Cm & Associates Const. Mgt. LLC v. 1562/1564 Second Rty. LLC Et Al
652098/20 Devinhair Prodions, Inc. v. Pinder
650668/23 Duncan v. 736 West 186th St. Owners Corp. Et Al
659804/25 Hartland Ave. LLC v. Frishman
654635/19 King Rose of NY Inc. v. A & L Doors & Hardware LLC
659105/25 Lana Rozenberg Dds P.C. Et Al v. Schechner Dds
156163/22 Malkiewicz v. Acquisition America Xi LLC
151520/25 Pea Aquacistics V. v. Tindley

Motion

652098/20 Devinhair Prodions, Inc. v. Pinder

FRIDAY, FEB. 27

650663/24 463 W 172 Wh Realty Llc v. Norguard Ins. Co. Et Al
653977/25 American State Ins. Et Al v. Taniama
656232/25 Atipana Capital v. Rp Palm Beach
656226/25 Cfigi v. Cq Fluency
655184/24 Houston Casualty Co. Et Al v. Colony Ins. Co. Et Al
655562/25 P.D. Contracting Inc. v. Milla Logistic Sp. Z.O.O. D/b/a Milla Global Logistics Inc. Et Al
654573/25 Rex Lumber Co. v. Ocean Pacific Interiors Inc. Et Al
165493/25 Soncini v. West 79th LLC Et Al
659619/24 Valley Nat. Bank v. Evergreen Regency Townhomes
659618/24 Valley Nat. Bank v. Rhodium Mgt.

MONDAY, MARCH 2

166266/25 157 West 123rd St. Housing Dev. Fund Corp. v. Neverson Green
651376/22 206 East 124th St. Condominium v. Bklyn. Neighborhood Developers
161634/23 Cheng v. Cheng
659193/25 Davis v. Oponership Corp. Et Al
159897/25 Hertz Vehicles, LLC, And All of Its Affiliates And Subsidiaries, Including But Not Ltd. To The Hertz Corp. And Hertz Co. v. New Lots Rxs Plus Corp
656194/25 Marriott Int'l, Inc. v. Ascent Conference
656626/20 Porsche Cars North America v. Jrm Const. Mgt.
654170/24 Starr Indemnity & Liability Co. v. Admiral Ins. Co.
650581/23 Starr Indemnity & Liability Co. v. Pci Industries Corp.
655105/20 Trigon 52 L.L.C. v. Sdkd Enterprises, Inc.

Motion

166266/25 157 West 123rd St. Housing Dev. Fund Corp. v. Neverson Green

Part 47

Justice Paul A. Goetz
111 Centre Street
Phone 646-386-3743
Room 1021

THURSDAY, FEB. 26

157341/23 135-43 126 St Hldgs. Corp v. Guzman
160329/21 154 E. 62 Llc v. Norman Rty. LLC
153149/25 180 Lafayette Corp. v. Cherif
157757/24 2649 Frederick Douglas Boulevard Corp. Et Al v. Directv
152027/25 64 Univ. Pl. LLC Et Al v. Ancora Engineering Plc
156600/24 Acharon v. Tantalwan Bloom, Inc. Et Al
156877/24 Aig Prop. Casualty Co. A/s/o Mark D. Keye v. 605 Parking Corp. Et Al
157049/19 Ain v. Tenth St. Hldgs. Llc

155396/24 Alaneli v. 123 Washington LLC Et Al
150811/25 Arevalo Da Fonseca v. I Mill Road Apts. Investors Rkpi
157194/23 Azocar-Montenegro v. 601 Ten Th Owner
157952/24 Balde v. Go NY Tours Inc. Et Al
154244/24 Bannen v. NY Stock Exch., Inc. Et Al
156010/24 Barksdale v. Foot Locker Stores Inc. Et Al
155058/24 Bauso v. Hand & Stone Massage And Facial Spa Et Al
154612/25 Britannia 54th Hotel Corp. v. 1,000 6th Gifts & Luggage, Inc.
154474/24 Coleman Borum v. The Roxy Hotel of NY Et Al
159631/24 Coleman v. 208 West 125th St. Associates D/b/a Planet Fitness Et Al
155527/24 Commonwealth Land 2260 Co. v. Sack & Sack
153434/20 Cuentas Downer v. 11825 Owners Corp.
150713/24 Daniel Szalkiewicz & Associates v. Liu
152236/24 Dass v. Port Auth. of NY And New Jersey Et Al
153600/24 Dawod v. Madison Rty. Capital
161439/23 De-Haan v. West 207 Grocery Owners
159268/24 Downes v. White Glove Plment, Inc.
154766/21 Elizabeth A. Eden v. Sutton House, Inc.
159607/17 Elizabeth Kennedy v. New York City Health And 159156/20 Elizabeth Stauber v. Board of Directors of 8
152304/24 Fifth And B'way. Llc v. Britton
151870/25 Funk v. Hersha Hosp.ity Mgt. L.P. Et Al

153969/24 G. v. Iron Peak Sports And Event
159533/23 Garcia v. 23-30 Borden Owner Llc Et Al
156836/19 Gilzean v. NYC
154381/25 Gonzalez v. Potbely Sandwich Works
654906/24 Grant v. Catch The Wave, Inc. Et Al
156955/24 Guzman v. Wfp Retail Co. L.P. Et Al
160909/24 Hans-Gaston v. Grand Central Neighborhood Social Services Corp. Et Al
157313/24 Hereford Ins. Co. v. Pnangua
162330/23 Hayward v. Park-Serv
159253/20 Huang v. Chan
161642/21 Jarden v. NYC Et Al
159204/23 Johnson v. 2802-2816 Fdb Llc Et Al
155014/24 Jones v. NYC Et Al
151193/24 Kalich v. Os Brasileros Inc. Et Al
154657/24 Knight v. 900 Eighth Ave. Garage Llc Et Al
160104/19 Korean American Assoc. v. Alet
153635/25 Kuschner v. 123-25 East 102nd St. Housing Dev. Fund Corp. Et Al
150604/22 Langevin v. 347 West 55th St.
162069/23 Lopez v. Kousa Ralty Llc Et Al
159577/24 Martinez v. Lenox Hill Radiology And Medical Imaging Associates
153175/23 Mary Manning Walsh Home v. Glasel
154969/23 Molina v. Chelsea 23rd Rty. Llc Et Al
159868/24 Negash v. Metro. Hosp. Center Et Al
155939/25 O'Connor v. Jopal Gsb
655981/24 Paltzer L.L.M. v. Hejailan-Amon
161365/20 Parker v. 66 St Nicholas Pl.
158930/24 Parket v. Altkhiler Esq.
157636/25 Paterson v. Paterson
160067/21 Paz v. 52-74th Housing Corp.
158950/23 Perez-Bernal v. The Nrp Group Llc Et Al
653015/25 Perroni v. Unifor Inc Dba Molteni&C Dada Molteni Group Et Al
659455/24 Piaggio Group Americas, Inc. v. Dsv Solutions
158388/23 Prieto Gonzalez v. Urban Atelier Group
158403/24 P.V. Hldg. Corp. Including All of Its Subsidiaries And Affiliates, Including But Not Ltd. To Avis Budget, Llc, Avis Car Rental, Llc, Budget Car Rental, Llc, Budget Truck Rental, Llc, Payless Car Rental, Inc. And Zipcar, Inc. v. Arii 28 Pharmacy, Inc. Et Al
156772/24 Ringquist v. Back Forty Llc Et Al
156256/24 Rodriguez v. 500 West 174th St. Hdfc Covington Rty. Services, Inc. Et Al
161600/23 Rosario v. The Ny And Presbyterian Hosp.
161456/24 Schmucker v. Angrist
153856/18 Schwenger v. Weitz
156087/19 Smith v. Global Contact Hldg.
153655/25 State Farm Fire And Casualty Co. v. Aguilair
155094/24 State Farm Fire And Casualty Co. v. George
160618/24 State Farm Fire And Casualty Co. v. Harris
161895/24 State Farm Fire And Casualty Co. v. Myers
653395/25 Storne, Inc. v. Virtual Sprout Llc
159758/23 Sulkja v. Midtown West B Llc Et Al
156814/20 Tavarez v. 536 W. 175th St.
155408/22 The Board of Mgrs. of The Broad Exch. Bldg. Condominium v. Nicole Lambert
152955/25 Tozzi v. 170 Elizabeth St. Llc
154880/18 Vega v. NYC
159556/21 Weiss Jr. v. Board of Mgrs. of The Hardenbrook House Condominium Assoc. Et Al
157284/21 Weiss v. Brookfield Financial Properties
153218/24 Williams v. 1 And 8 Inc., D/b/a Museum of Ice Cream Et Al
160535/22 Wright v. NYCHA Et Al

Part 42

Justice Emily Morales-Minerva
111 Centre Street
Phone 646-386-3237
Room 574

THURSDAY, FEB. 26

651563/25 50th St. Housing Dev. Fund Corp. v. Mr Glazier Group Inc
65995/25 63 Spring Lafayette v. Binder
152631/21 A&L Doors & Hardware LLC v. King Rose of NY Inc. Et Al
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659190/25 American Express Travel Related Services Co., Inc. v. North East Housing Initiative Inc.

655513/25 American Express Travel Related Services Co., Inc. v. Total Integrated Panel Systems of Utah
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162593/25 Cavalry Spv Iv. Cooper
654953/25 Channel Partners Capital v. Zound Pro
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659105/25 Lana Rozenberg Dds P.C. Et Al v. Schechner Dds
156163/22 Malkiewicz v. Acquisition America Xi LLC
151520/25 Pea Aquacistics V. v. Tindley

Motion

652098/20 Devinhair Prodions, Inc. v. Pinder

FRIDAY, FEB. 27

650663/24 463 W 172 Wh Realty Llc v. Norguard Ins. Co. Et Al
653977/25 American State Ins. Et Al v. Taniama
656232/25 Atipana Capital v. Rp Palm Beach
656226/25 Cfigi v. Cq Fluency
655184/24 Houston Casualty Co. Et Al v. Colony Ins. Co. Et Al
655562/25 P.D. Contracting Inc. v. Milla Logistic Sp. Z.O.O. D/b/a Milla Global Logistics Inc. Et Al
654573/25 Rex Lumber Co. v. Ocean Pacific Interiors Inc. Et Al
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MONDAY, MARCH 2

166266/25 157 West 123rd St. Housing Dev. Fund Corp. v. Neverson Green
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656194/25 Marriott Int'l, Inc. v. Ascent Conference
656626/20 Porsche Cars North America v. Jrm Const. Mgt.
654170/24 Starr Indemnity & Liability Co. v. Admiral Ins. Co.
650581/23 Starr Indemnity & Liability Co. v. Pci Industries Corp.
655105/20 Trigon 52 L.L.C. v. Sdkd Enterprises, Inc.

Motion

166266/25 157 West 123rd St. Housing Dev. Fund Corp. v. Neverson Green

Part 47

Justice Paul A. Goetz
111 Centre Street
Phone 646-386-3743
Room 1021

THURSDAY, FEB. 26

157341/23 135-43 126 St Hldgs. Corp v. Guzman
160329/21 154 E. 62 Llc v. Norman Rty. LLC
153149/25 180 Lafayette Corp. v. Cherif
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152027/25 64 Univ. Pl. LLC Et Al v. Ancora Engineering Plc
156600/24 Acharon v. Tantalwan Bloom, Inc. Et Al
156877/24 Aig Prop. Casualty Co. A/s/o Mark D. Keye v. 605 Parking Corp. Et Al
157049/19 Ain v. Tenth St. Hldgs. Llc

155396/24 Alaneli v. 123 Washington LLC Et Al
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157952/24 Balde v. Go NY Tours Inc. Et Al
154244/24 Bannen v. NY Stock Exch., Inc. Et Al
156010/24 Barksdale v. Foot Locker Stores Inc. Et Al
155058/24 Bauso v. Hand & Stone Massage And Facial Spa Et Al
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154474/24 Coleman Borum v. The Roxy Hotel of NY Et Al
159631/24 Coleman v. 208 West 125th St. Associates D/b/a Planet Fitness Et Al
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159268/24 Downes v. White Glove Plment, Inc.
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152304/24 Fifth And B'way. Llc v. Britton
151870/25 Funk v. Hersha Hosp.ity Mgt. L.P. Et Al

158865/22 Lin v. Fire Dept. of NYC Et Al
155077/16 Lizardi v. NYC
157188/22 Loureiro v. The Central Park Conservancy
452379/22 N.Y. v. NYC
153852/18 McGrier v. NYC
154919/23 Mendez v. NYU
159893/20 Minaya v. The Metro. Museum of Art Et Al
152006/17 Mora v. NYC
151214/22 Moutrie v. Empire State Dev. Corp. Et Al
158670/23 Muba v. NYC
154732/25 Neil v. NYC Et Al
451638/21 Nicolas v. Triborough Bridge And Tunnel Auth. Et Al
157951/21 O'Shea v. NYC Et Al
151049/21 Peikes v. NYC
151503/22 Perez v. NYC Et Al
152638/23 Perez v. NYC Et Al
157944/19 Pistolesi v. NYC
150303/23 Politano v. NYC Et Al
153197/24 Ramos v. Con Ed Co. of NY
159978/23 Read v. NYC Et Al
166431/25 Rodriguez v. Con Ed Co. of New York, Inc. Et Al
154365/22 Rodriguez v. NYC Et Al
152384/23 Rodriguez v. NYC
160192/22 Romero v. NYC Et Al
450429/23 Rossa Lopez v. NYC Et Al
154028/19 Sarraco v. NYC Bike Share
158210/22 Seppala v. NYC
157677/17 Sosa v. NYC
153543/22 Tejeda v. NYC Et Al
156173/20 Vasquez Rojas v. Archdiocese of NY Et Al
155597/22 Wallace v. NYC Et Al
150079/22 Warren v. Clinton Housing Dev. Co., Inc. Et Al
159462/18 Wu v. NYC
154987/22 Zahoor v. NYC Et Al

Motion

156628/23 Gil-Frederick v. NYC Et Al
166431/25 Rodriguez v. Con Ed Co. of New York, Inc. Et Al

FRIDAY, FEB. 27

161308/25 Hyland v. NYC Et Al
157933/23 Jacob v. Ymbw Corp Et Al
156233/25 Miranda v. NYC Et Al
157094/23 Paldino v. NYC Et Al
162465/25 Spencer v. Dept. of Education

MONDAY, MARCH 2

453206/25 Legall v. NYC Et Al

Integrated Domestic Violence Part

Justice Tandra L. Dawson
100 Centre Street
Phone 646-386-3868
Room 1604

THURSDAY, FEB. 26

651563/25 50th St. Housing Dev. Fund Corp. v. Mr Glazier Group Inc
65995/25 63 Spring Lafayette v. Binder
152631/21 A&L Doors & Hardware LLC v. King Rose of NY Inc. Et Al
65087/24 Academic Health Professionals Ins. Assoc.- A Reciprocal Insurer v. Bhagavanti
156912/25 American Express Nat. Bank v. Finkel
160459/23 American Express Travel Related Services Co., Inc. v. Cars Recon, Inc.
659190/25 American Express Travel Related Services Co., Inc. v. North East Housing Initiative Inc.

CRIMINAL TERM

Part Tap A

Justice Biben
Phone 646-386-4107
100 Centre St.
Room 1100, 9:30 A.M.

Part Tap B

Justice Statsinger
Phone 646-346-4044
100 Centre St.
Room 1130, 9:30 A.M.

THURSDAY, FEB. 26

Dwayne C. Ambrose
Alan Araujo Amparo
Carlos Arias-Baez
Jeffrey Askew
Jeffrey Askew
George Aviles
Tyler Cameron
Yarden Cohen
Alex Davis
Anelvis Dejesus Santana
Angel Diaz
Mayra Y. Diaz Loaza-Aguila
Rebecca Dunn
Francis Fernandez
Andrew Fierros
Francis Harte
Malik Hawkins
Andrew He
Richard Hernandez
Dennis J. Holmes
Anthony Infante
Christian Justino
Ana Lora Diaz
Ana C. Loradiaz
Joseph Lovett
Joseph B. Lovett
Alexis Matos
Carlos Morales
Juan Carlos Paula-Martinez
Luis Ricard Paulino-Rodriguez
Robert Penn
Miguel Reyes
Kalah K. Robinson
Marion T. Rowe
Edwin Soriano Amparo
Sheldon Williams

Part 52

Justice T. Farber
Phone 646-386-4052
Fax 212-401-9265
111 Centre Street
Room 763, 9:30 A.M.

Part 53

Justice Rodney
Phone 646-386-4053
100 Centre Street
Room 1247, 9:30 A.M.

THURSDAY, FEB. 26

Hasib Cutts
Christopher Hatfield
Kwest Hosier
Sean Seale

Part 54

Justice Antignani
Phone 646-386-4054
111 Centre Street
Room 621, 9:30 A.M.

Part 22

Justice Mennin
Phone 646-386-4022
Fax 212-295-4890
111 Centre Street
Room 928, 9:30 A.M.

THURSDAY, FEB. 26

Donte Briggs
Zyair Davis
Agustin Diaz
Troy Manner
Qadar Marshall
Solne Martinez
Jose Ortiz Garcia
Frank Torres
Alfonso C. Vargas
Jonathan Vazquez

Part 23

Justice N. Ross
Phone 646-386-4031
Fax 212-295-4891
100 Centre Street
Room 1307, 9:30 A.M.

THURSDAY, FEB. 26

Abubaker Fofanah
Winston R. Glynn
Randy Hayes
Terrance Roberson

Part 31

Justice D. Kiesel
Phone 646-386-4031
Fax 212-401-9260
100 Centre Street
Room 1333, 9:30 A.M.

Part 32

Justice Carro
Phone 646-386-4032
Fax 212-401-9261
100 Centre Street
Room 1300, 9:30 A.M.

THURSDAY, FEB. 26

Thomas Perez
Dashawn Robinson

Part JHO/Part 54

Justice Adlerberg
Phone 646-386-4037
100 Centre Street
Room 1600, 9:30 A.M.

Part 41

Justice Dwyer
Phone 646-386-4041
Fax 212-401-9262
100 Centre Street
Room 1116, 9:30 A.M.

THURSDAY, FEB. 26

Nathaniel Avinger
Patrick Barclay
Avante Barnwell
Rasheem Brown
Jose Castillo
John C. Collins Jr
John Collins Jr
Malik Cooke
Terrance Dash
Charles Davis
Sean Paul Dillon
Kaymen Dunlap
Alexis Ferrer
Christopherrer
Senny Fofanah
India Fowler

Theodore Fraser
Jalen Fuller
Nikaury Garcia
Ndiouga Gaye
Roman Gonzalez
Jakeem Hargrove
Jims Joseph
Hazel Kastro
Fridayque Kershaw
Daniel Litwin
Christian Lopez
Jose Martinez
Desean Maryat
Jean Mendez
Grant Monthon
Said Moussa
Daniel Odias
Michael Outler
Bernard Pleasant
James Price
Anderson Reyes
Anthony Riley
Justin Rivera
Servino Simmon
Victor Springer
Domingo Vasquez Rodriguez
Denzel Whitfield
Danasia Wilson
Jamier L. Wilson

Part 42

Justice Wiley
Phone 646-386-4042
Fax 212-401-9263
111 Centre Street
Room 733, 9:30 A.M.

THURSDAY, FEB. 26

Terry Pearson

Part 51

Justice Edwards
Phone 646-386-4051
Fax 212-401-9264
100 Centre Street
Room 1324, 9:30 A.M.

THURSDAY, FEB. 26

Ronald Alexander
Tanisha Alexander
Aussar Amon
Kwame Amparbin
Jordan Bailey
Joseph Beckhans
Terrance Brown
Kiane Deara
Roger Dennis
Sammy Diaz
Tyrik Diaz
Michael Durham
Michael Durham
Raquan El
Gerard Evans
Miguel Fabian
Lurlean Finklea
Quinn Finney
Andell Finley
Rafael Gonzalez
Leon Greathouse
Vissael Grullon
Britney Haney
Daniel Hlavac
Steve Hunt
Sean Jackson
Candido Jerez
Freddie Johnson
Meshach Johnson
Amy Kim
Livio Melo
Israel Mercado
Christian Millet
Tyronne Moore
Pablo Negron
Art Ortiz
Gregorio Ortiz
Carlos Arias-Baez
Zulay Perez
Alonso Pootie
Angel Rodriguez
Jason Sabater
Richard Sutton
Jeremy Tennessee
Rickey Thomas
Thompson Thompson
Imanol Tounkara
Miguel Vargas
Lamont Williams
Clarkson Wilson

Part 92

Justice Mitchell
Phone 646-386-4092
Fax 212-295-4914
111 Centre Street
Room 1234, 9:30 A.M.

Part

Justice E. Biben
Phone 646-386-4093
111 Centre Street
Room 1333, 9:30 A.M.

THURSDAY, FEB. 26

Matthew Halstead
Franklin Smalls

Part 93

Justice Scherzer
Phone 646-386-4093
100 Centre Street
Room 1333, 9:30 A.M.

THURSDAY, FEB. 26

Matthew Halstead
Franklin Smalls

Part 95

Justice D. Conviser
Phone 646-386-4095
Fax 212-401-9137
111 Centre Street
Room 687, 9:30 A.M.

THURSDAY, FEB. 26

Louis J. Astuto
Robert Baselice
Frank Camusso
Jeanine Garafola
Paul Noto
Michael Tomasulo
Vincent J. Vennera

Part 99

Justice Burke
Phone 646-386-4099
Fax 212-401-9270
100 Centre Street
Room 1530, 9:30 A.M.

THURSDAY, FEB. 26

Dominick Anderson

Part N-SCOT

Justice Petersen
Phone 646-386-4014
Fax 212-401-9272
100 Centre Street
Room 218, 9:30 A.M.

THURSDAY, FEB. 26

Samuel Clark
Sarr Falu
Stephanie Silva
Moussa Thiam

Part IDV

Justice Dawson
Phone 646-386-3579
Fax 212-884-8938
100 Centre Street
Room 1604, 9:30 A.M.

SURROGATE'S COURT

Surrogate Hilary Gingold
Surrogate Rita Mella
31 Chamber's Street
New York, NY

See court's webpage for information about appearances: Visiting Surrogate's Court | NYCOURTS.GOVs

Part 72

Justice R. Stolz
Phone 646-386-4072
Fax 212-401-9269
100 Centre Street
Room 1123, 9:30 A.M.

Part 73

Justice Roberts
Phone 646-386-40

27256/19 Dominguez-Perez v. Jesonowski
42008/23 Frances Sherrod v. Mt. Sinai St. Luke's Et Al
21918/19 Grant v. Jopal Bronx 70051/21 Morales v. Catholic Guardian Services
2244/15 Rochester v. Morgan 29622/19 Ruiz v. Demeo M.D.

Part 20
Justice Veronica G. Hummel
Phone 718-618-1240
Room 408, 9:30 A.M.

THURSDAY, FEB. 26

811607/232230 University Avenue v. Mendoza
36242/17 Aharanwa v. Flushing Savings Bank
21643/14 Bridgemahon v. Pathmark Stores, Inc.
301263/15 Calle v. Con Ed
23508/16 Data Automotive Repair Inc. v. Bronx Blvd Automotive Repair
29272/19 Hamal v. Joseph A. Lucchese Funeral
800124/22 In The Matter of The Application of 1699 Topping Ave. v. Jvs Contracting LLC Et Al
31772/17 Johnson v. Nysandy's Nbp4 LLC
301781/17 Lamb v. Levico Rty. Inc.
22517/19 Martinez v. 710 Hunts Point Equities LLC
305949/14 Nicasio v. New Day Housing Corp.
817710/23 Rios v. Malatesta Paladino, Inc. Et Al
304333/15 Rodriguez v. Arbor Recycling, Inc.
307654/12 Romano v. Elm Residence
814307/23 Valentin Suazo v. 1475 Macombs Rd
FRIDAY, FEB. 27

803188/23 Acevedo v. East River Charter Rentals
31526/19 Adams v. Supreme Services of New York, Inc. Et Al
809870/24 Adams v. Vasquez
818193/24 Ahmed v. David
200185/24 Anacrayon Camy v. Vasquez Torres
814882/24 Arias De La Cruz v. Lucid Group USA, Inc. Et Al
803152/23 Armstrong v. Dekalb Ave. Rty. Associates
815411/22 Baez v. D'Lili Bakery Inc., Et Al
806551/23 Barrow v. K Brothers Kingsbridge LLC
803157/25 Bennett v. Ppc Residential
807415/24 Bido v. Alfred And Matthew Rity. Corp.
813806/22 Bishop v. Anderson Ave. Associates L.P. Et Al
800847/25 Cabrera Toribio v. Muniz
820047/24 Campusano Troncoso v. Quality Touchpoints LLC Et Al
819183/25 Capellan Desla v. Tara Mgt Llc
816477/22 Caraballo v. Gleason Ave. Associates LLC Et Al
806538/23 Castillo v. Dean Rity.
811347/24 Castillo v. Cruz Izquierdo
812003/21 Chery v. El Maco Restaurant Corp. Et Al
802915/23 Cotton v. Zerega Stop Deli & Grocery Corp. Et Al
810922/24 Cruz v. Rezaui Haque
816487/22 Davidson v. NY Univ.
802223/23 De La Cruz v. Rainbow Apparel Distribution Center Corp. Et Al
25712/20 Doe v. Parker
814954/24 Donaghey Jr. v. Tucci
815551/22 Duru-Tankley v. Marie Claire Kakpossa
802460/22 Familia v. Fordham Hill Owners Corp. Et Al
821109/24 Felix Sanchez v. Soumahoro
809024/22 Garcia Capellan v. 66 & 72 E 190 Llc Et Al
800486/22 Gonzalez v. 497 Meeker Ave
815769/23 Hernandez v. Lajara Auto Corp. Et Al
26535/16 Hinkson v. Riverbay Corp.
819214/22 Hoepelman v. Westchester Prop. Mgt. Group, Inc. Et Al
817114/24 Imobio v. Rodriguez
811876/24 Javier v. Santos Guzman
807262/25 Jimenez v. Tursunov
816480/22 Jordan v. 2035 Benedict Bronx
818163/23 Konushevci v. Dhl Express (Us), Inc. Et Al
34939/20 Lopez v. 2041 Holland Associates
803639/23 Lozada v. NYCHA
806849/25 M v. Parkash 2829 LLC Et Al
806413/23 M. v. Aqua 2675 Gc Llc
816354/21 Maldonado-Ocampo v. 462 E. 137th St. Llc
804922/24 Marrero v. Melendez
816348/24 Martell v. Ercat Rity. Corp. And Et Al
820759/24 Martinez Morales v. Parkash 2454 Llc. Et Al
811276/21 Mata Mercedes v. Evergreen Estates Housing Dev. Fund Co., Inc. Et Al
800890/21 McFarland v. Casa & Clinton Housing
813406/24 McKeefery v. Santana
803277/24 Medina v. Sabor Latino Deli Supermarket Corp. Et Al
817895/24 Merritt v. 233 Baychester Llc Et Al
819406/24 Minaya v. Averde Builders Llc Et Al
814820/22 Montalvo v. Special Touch Home Care Services, Inc. Et Al
802434/24 Morocho v. Priya Llc Et Al
806858/24 Munoz-Sanchez v. Lee
804331/25 Navotas v. Bella Vita Transportation Llc Et Al
815034/24 Ntadi v. Baten-Lopez
818011/22 Nunez De Rodriguez v. 2105 Walton Ave
22446/20 Ortiz v. Dalton Mgt. Co. Llc
820653/23 Pacheco v. Lenox By The Bridge Llc
819246/23 Payano v. Bj's Wholesale Club Inc Et Al
805539/22 Pena v. Kuz Rity. Llc, Gazivoda Mgt. Llc., And M&S Repairs Inc.
803158/23 Perez Francisco v. Colasanti
812570/23 Perez v. 1515 Rity. Llc Et Al
814998/22 Pimentel-Watts v. Parkash
815873/24 Polanco v. Venture Leasing
815578/21 R.P. v. 60 East 196 Llc Et Al
814328/23 Raynor v. Baychester Chicken Bg Llc
811832/24 Riley v. Jogara Transportation, Inc. Et Al
29129/20 Roberson v. Caps Unltd., Inc. Et Al
801493/25 Rosa Urena v. Bronxcare Health Systems Et Al
804751/25 Rosa v. Comcast Corp. Et Al
819877/23 Rosario Hiraldo v. 270 Seaman Owners Corp.
814399/21 Rosario v. Guerrero
81613/23 Rumney-Stolz v. Kristy's Rity. Hdg. Llc Et Al
808763/22 S. Katzman Produce, Inc. v. Bridge Electric Nj
800128/25 Sanchez v. Guaman Chimbay
801981/24 Sanchez v. 138 Bruckner Ground Lessor
820737/24 Santamaria v. Home Depot #6877 Et Al
808750/24 Santiago v. Skyworks Contracting Inc. Et Al
817512/23 Santos v. 3230 Llc
806395/21 Santos v. Md South Rity. Corp.
804103/23 Saunders Harris v. Wilson Estates Llc Et Al
815976/22 Scarborough v. Riverbay Corp. Et Al
814234/23 Shuja v. Coolsipa
802781/25 Stifimons v. Taub

816895/22 Simon v. Prc Queen City
805462/23 Singer v. Homegoods, Inc. Et Al
814329/24 Smalls v. 3795 Restaurant Corp. Et Al
806742/24 Smallwood v. Valentine2400 Llc Et Al
808056/24 Smith v. Riverbay Corp.
817737/24 Sosa v. Bronx 2765 Llc Et Al
813947/23 Sosa v. Global Mgt. Enterprises
802796/22 Sow v. 1351 Prospect Rity. Corp. Et Al
816442/22 St. Louis v. Allstate Indemnity Co.
808325/25 Suwailih v. Railtray
805256/24 Taveras v. Uhab Housing Dev. Fund Corp. Et Al
815702/23 Taveras v. 2474 Valentine Llc Et Al
804126/21 Toribio v. 254 E. 174 Rity.
808918/23 Torres v. Deblasi
812913/23 Trujillo v. Zevrone Rity. Corp. Et Al
806622/23 Valera v. 20 E. 190th St. Llc
816409/24 Vargas v. City World Automotive Hldgs.
802673/23 Vargas v. 7913 Main St.
811793/21 Vargas v. Mt. Hope Pl. Properties, Inc. Et Al
806257/21 Villanueva v. College Morris Ave. Associates Llc
804745/24 Walker v. Gabrielli
809097/23 Z-A v. NYCHA
804916/24 Zakaria v. Doyley
815809/24 Zambrano Coox v. Sas Logistics Llc Et Al

Part 21
Justice Matthew Parker-Raso
Phone 718-618-1435
Room 706, 9:30 A.M.

THURSDAY, FEB. 26

29093/19 Centeno v. Second Brook Properties
818847/22 Malpica v. NYCHA
24335/19 Rice v. Vnaa Bowery LLC
28631/19 Salinas Ordonez v. 740 Corp.
21876/19 Sanchez v. 50 Plaza Tenants Corp.
27472/16 Sanchez v. Whitehall Group USA, Inc. Et Al

Part 22
Justice Marissa Soto
Phone 718-618-1193
Room 709, 9:30 A.M.

THURSDAY, FEB. 26

812300/23 Guzman v. Farber Residential
807415/24 Bido v. Alfred And Matthew Rity. Corp.
813806/22 Bishop v. Anderson Ave. Associates L.P. Et Al
800847/25 Cabrera Toribio v. Muniz
820047/24 Campusano Troncoso v. Quality Touchpoints LLC Et Al
819183/25 Capellan Desla v. Tara Mgt Llc
816477/22 Caraballo v. Gleason Ave. Associates LLC Et Al
806538/23 Castillo v. Dean Rity.
811347/24 Castillo v. Cruz Izquierdo
812003/21 Chery v. El Maco Restaurant Corp. Et Al
802915/23 Cotton v. Zerega Stop Deli & Grocery Corp. Et Al
810922/24 Cruz v. Rezaui Haque
816487/22 Davidson v. NY Univ.
802223/23 De La Cruz v. Rainbow Apparel Distribution Center Corp. Et Al
25712/20 Doe v. Parker
814954/24 Donaghey Jr. v. Tucci
815551/22 Duru-Tankley v. Marie Claire Kakpossa
802460/22 Familia v. Fordham Hill Owners Corp. Et Al
821109/24 Felix Sanchez v. Soumahoro
809024/22 Garcia Capellan v. 66 & 72 E 190 Llc Et Al
800486/22 Gonzalez v. 497 Meeker Ave
815769/23 Hernandez v. Lajara Auto Corp. Et Al
26535/16 Hinkson v. Riverbay Corp.
819214/22 Hoepelman v. Westchester Prop. Mgt. Group, Inc. Et Al
817114/24 Imobio v. Rodriguez
811876/24 Javier v. Santos Guzman
807262/25 Jimenez v. Tursunov
816480/22 Jordan v. 2035 Benedict Bronx
818163/23 Konushevci v. Dhl Express (Us), Inc. Et Al
34939/20 Lopez v. 2041 Holland Associates
803639/23 Lozada v. NYCHA
806849/25 M v. Parkash 2829 LLC Et Al
806413/23 M. v. Aqua 2675 Gc Llc
816354/21 Maldonado-Ocampo v. 462 E. 137th St. Llc
804922/24 Marrero v. Melendez
816348/24 Martell v. Ercat Rity. Corp. And Et Al
820759/24 Martinez Morales v. Parkash 2454 Llc. Et Al
811276/21 Mata Mercedes v. Evergreen Estates Housing Dev. Fund Co., Inc. Et Al
800890/21 McFarland v. Casa & Clinton Housing
813406/24 McKeefery v. Santana
803277/24 Medina v. Sabor Latino Deli Supermarket Corp. Et Al
817895/24 Merritt v. 233 Baychester Llc Et Al
819406/24 Minaya v. Averde Builders Llc Et Al
814820/22 Montalvo v. Special Touch Home Care Services, Inc. Et Al
802434/24 Morocho v. Priya Llc Et Al
806858/24 Munoz-Sanchez v. Lee
804331/25 Navotas v. Bella Vita Transportation Llc Et Al
815034/24 Ntadi v. Baten-Lopez
818011/22 Nunez De Rodriguez v. 2105 Walton Ave
22446/20 Ortiz v. Dalton Mgt. Co. Llc
820653/23 Pacheco v. Lenox By The Bridge Llc
819246/23 Payano v. Bj's Wholesale Club Inc Et Al
805539/22 Pena v. Kuz Rity. Llc, Gazivoda Mgt. Llc., And M&S Repairs Inc.
803158/23 Perez Francisco v. Colasanti
812570/23 Perez v. 1515 Rity. Llc Et Al
814998/22 Pimentel-Watts v. Parkash
815873/24 Polanco v. Venture Leasing
815578/21 R.P. v. 60 East 196 Llc Et Al
814328/23 Raynor v. Baychester Chicken Bg Llc
811832/24 Riley v. Jogara Transportation, Inc. Et Al
29129/20 Roberson v. Caps Unltd., Inc. Et Al
801493/25 Rosa Urena v. Bronxcare Health Systems Et Al
804751/25 Rosa v. Comcast Corp. Et Al
819877/23 Rosario Hiraldo v. 270 Seaman Owners Corp.
814399/21 Rosario v. Guerrero
81613/23 Rumney-Stolz v. Kristy's Rity. Hdg. Llc Et Al
808763/22 S. Katzman Produce, Inc. v. Bridge Electric Nj
800128/25 Sanchez v. Guaman Chimbay
801981/24 Sanchez v. 138 Bruckner Ground Lessor
820737/24 Santamaria v. Home Depot #6877 Et Al
808750/24 Santiago v. Skyworks Contracting Inc. Et Al
817512/23 Santos v. 3230 Llc
806395/21 Santos v. Md South Rity. Corp.
804103/23 Saunders Harris v. Wilson Estates Llc Et Al
815976/22 Scarborough v. Riverbay Corp. Et Al
814234/23 Shuja v. Coolsipa
802781/25 Stifimons v. Taub

Part 23
Justice Naita A. Semaj
Phone 718-618-1349
Room 705, 9:30 A.M.

FRIDAY, FEB. 27

818753/23 Tomlinson v. Pbs Services, Inc. Et Al

Part 24
Justice Sarah P. Cooper
Phone 718-618-1254
Room 402, 9:30 A.M.

THURSDAY, FEB. 26

5842/24 Acevedo v. Acevedo

Part 25
Justice Veronica Romero Guerrero
Phone 718-618-1479
Room 701, 9:30 A.M.

FRIDAY, FEB. 27

801770/24 Jackson v. Bristow

Part 26
Justice Erik L. Gray
Phone 718-618-1320
Room 703, 9:30 A.M.

THURSDAY, FEB. 26

812130/22708 Mace Ave. Owners Corp. v. Kaur Esq.
802148/22 Adams v. Polar Beverages Et Al
807416/24 Ahmed v. Ml 1188 Grand Concourse Llc Et Al
817323/23 Alcantara Aquino v. Optimus Prop. Corp. Et Al
812204/22 Alvarez v. Bonnen
814719/24 Antigua Santana v. Moreno
802258/23 Astudillo Portilla v. 66 Fort Washington Associates Llc Et Al
813356/22 Avila v. Board of Mgrs. of Artisan Lofts Condominium Et Al
811857/23 Baez v. Parkview Apns.
805586/23 Caraballo Jerez v. Barnes
805527/25 Cieza Gamonal v. Rrx Liu Pj Developer Trs Llc Et Al
812830/23 Crespo Boranda v. Bushburg Builders
818079/24 Cruz Sime v. Stone Hill Transportation, Inc. Et Al
804001/24 Disla v. Bronx Preservation Housing Dev. Fund Corp. Et Al
812234/23 Falcon Arcos v. 125 Greenwich Member Hldgs.
815703/23 Garcia Mesa v. Jackieine Rty. Corp. Et Al
808980/23 Goicoechea v. Noble Bx Llc Et Al
806696/23 Irigoien Medina v. Bldg Orchard Llc Et Al
808989/24 Lopez Rodriguez v. Fordham Concourse Rity. Co. Llc Et Al
35428/19 Lopez v. NYCHA
800615/21 Maldonado v. 5600 Llc
804613/21 Maria v. J.T. Magen & Co. Inc. Et Al
805330/24 Marsha Squires And Ronald Friedman v. Laguardia Gateway Partners
804548/24 Mator v. 2320 Grand Concourse Associates Llc Et Al
801485/25 Mercado v. Gotham Cleaners Inc Et Al
800434/21 Mercado v. 646 11th Owner Llc
816321/23 Mercedes v. Parkash 2911 Llc Et Al
811628/21 Morales v. Dun 37-10 10th St. Llc. Et Al
811420/23 Ortega v. Jackson Heights Plaza Owners Corp.
812477/23 Ricks v. NYCHA
813185/22 Roman v. The Parkchester South Condominium, Inc. Et Al
804206/23 Samboy v. Hp Arverne Preservation Housing Co. Inc.
811358/23 Sanchez-Almanzar v. Gerardo
808779/24 Santiago v. Parkash 751 Llc
807861/22 Thompson v. Mis Ny Propco
807305/21 Urban v. NYC
34837/19 Wilfredo v. Schimenti Const.
FRIDAY, FEB. 27

Part 27
Justice Paul L. Alpert
Phone 718-618-1617
Room 621, 9:30 A.M.

THURSDAY, FEB. 26

815008/243396 Capital LLC v. 3380 Third
24332/20 Acosta Valera v. Tower Gardens
816309/22 Armao v. Midas Prop. Mgt. Corp. Et Al
809706/22 Balkon Rity. Associates Llc v. Abreu Magarin
820802/24 Barragan v. Nunez Riviera
823284/25 Barry v. Ramirez
814264/23 Bilmar Consulting, Inc. v. Koko Contracting, Inc. Et Al
30405/20 Blumhagen v. 1465 Rty.
812986/24 Bushati v. 128 West 95
818456/24 Caceres v. Restani Const. Corp. Et Al
809843/22 Campbell v. Johnson Md
802219/25 Chinedo v. Zhao
806520/22 Coleman v. 1711 Davidson Ave. Housing Dev. Fund Corp.
808136/22 Cruz Castro v. Rph Hotels 48th St. Owner
31699/20 Cruz v. 2156 Units Llc
802096/24 Cruz v. Doe
816568/25 Dejesus v. Banyer Pl. Dev. Llc
816723/24 Delgado v. 1265 Oimstead Ave.
813542/25 Diaz v. Ghaleb
809229/22 E.S.A. An Infant By Her Mother And Natural Guardian Annah Ayesch Ashami v. 1975 Lafontaine Rity. Corp Et Al
804145/23 Figueroa v. Cp Associates
811210/25 Florenti Neri v. Reyes
805884/22 Garcia Garcia v. Monarch Mgt.
820652/24 Gonzalez v. NYCHA
812902/24 Harrell v. NYC Et Al
805338/22 Hennill v. White
817745/22 Hernandez v. 1266-68 Grand Concourse Rity.
805987/24 Hinds v. Lendlease (us) Const. Lmb Inc. Et Al
804855/24 Hossain v. Yassine
802311/25 Jalloh v. Rashid
820574/24 Johnson v. Casa Redimix Concrete Corp.
808947/24 Johnson-Oakes v. 3021 Holland Ave. Llc Et Al
803900/25 Jorge v. Kaminski
816118/21 Kelly v. Diego Beekman Mutual Housing Assoc. Housing Dev. Fund Corp. Et Al
802714/24 L. & C Builders Corp. v. 1698 Boston Llc Et Al
804151/22 Lind v. Sp Plus Corp. Et Al
818837/23 Luciano v. Dollar Zone of B'way. Llc Et Al
809314/21 Lyons v. 1881 Walton Rity. Llc Et Al
816171/25 Martinez v. Martinez
808661/25 McHayle v. St. Barnabas Hosp. Et Al
811486/24 Mercedes v. Londonboy Station Inc. Et Al
302507/16 Middleton v. Campbell
812595/23 Monteza Guevara v. Chatterton Heights Llc Et Al
813998/24 Palacios Santillana v. The George Units Llc
813361/24 Pena-Espinal v. 1415 Wythe Housing Dev. Fund Corp. Et Al
811594/24 Perdomo v. Law Firm of Nonna Shikh Esq. Et Al
820189/23 Perez v. 138 Bruckner Rity. Llc Et Al
808567/22 Pichardo v. 2381-2385 Grand Concourse
820811/24 Plancio v. Moral
810736/23 Ramirez v. Standard Waterproofing Corp. Et Al
812725/25 Ramirez v. Maria Lopez Housing Dev. Fund Co. Inc.
803005/21 Recio Rodriguez v. Concourse Flatiron
816746/21 Rivera v. Denick Mgt., Inc. Et Al
810459/24 Rivera v. Pacific Smith Rity. Llc.

Court Calendars

806028/22 Rodriguez De Arias v. Prc Simpson St. Llc Et Al
805029/24 Rodriguez v. The NYCHA Et Al
809701/25 Sain v. Coalport Rity. Llc
816531/21 Smith v. Dollar Tree Stores, Inc. Et Al
810701/24 Solano Aquino v. Alpha-Dynamics Ltd.
811054/23 S11 Rity. Llc v. Carroll
32458/20 State Farm Fire & Casualty v. Horowitz
814677/24 Torres-Vargas v. Iglesias
31699/19 Ubakanma v. River Park Bronx Apts.
810284/23 Voltaire Jr. v. Parkchester North Condominium, Inc., Et Al
812247/22 Wiley v. Triboro Center
31658/20 Williams v. Wpp Owner Llc
816880/23 Works v. Citigroup Inc. D/b/a Citibank, N.A.
810025/23 Zuniga Davila v. Charlton Dev. Group Llc Et Al

FRIDAY, FEB. 27

801192/24 De Garcia v. West 3 Equities Corp.

Part 27
Justice Michael A. Frishman
Phone 718-618-1349
Room 705, 9:30 A.M.

THURSDAY, FEB. 26

32268/18 Ghunney v. Buterman M.D.
820150/24 Robinson v. Bonelli Dds Et Al

FRIDAY, FEB. 27

813600/23 Ayuardo v. Nahmias M.D.
23173/19 Beck v. Koleilat
35283/20 Davis-Waugh v. Zhang M.D.
801479/25 Hinds v. Montefiore Medical Center Et Al
813712/23 Johnson v. Carrasco Md
24904/20 Longmore v. Doj Operations Associates
22530/17 Martinez v. Schaffer Extended Care Center
2908/25 Martinez v. Saint Barnabas Hosp.
805509/22 McIntyre III v. Shah M.D.
802160/21 Williamson v. Shein Orthopaedics

Part 28
Justice Sarah P. Cooper
Phone 718-618-1254
Room 402, 9:30 A.M.

THURSDAY, FEB. 26

5842/24 Acevedo v. Acevedo

Part 29
Justice Veronica Romero Guerrero
Phone 718-618-1479
Room 701, 9:30 A.M.

FRIDAY, FEB. 27

801770/24 Jackson v. Bristow

Part 30
Justice Erik L. Gray
Phone 718-618-1320
Room 703, 9:30 A.M.

THURSDAY, FEB. 26

812130/22708 Mace Ave. Owners Corp. v. Kaur Esq.
802148/22 Adams v. Polar Beverages Et Al
807416/24 Ahmed v. Ml 1188 Grand Concourse Llc Et Al
817323/23 Alcantara Aquino v. Optimus Prop. Corp. Et Al
812204/22 Alvarez v. Bonnen
814719/24 Antigua Santana v. Moreno
802258/23 Astudillo Portilla v. 66 Fort Washington Associates Llc Et Al
813356/22 Avila v. Board of Mgrs. of Artisan Lofts Condominium Et Al
811857/23 Baez v. Parkview Apns.
805586/23 Caraballo Jerez v. Barnes
805527/25 Cieza Gamonal v. Rrx Liu Pj Developer Trs Llc Et Al
812830/23 Crespo Boranda v. Bushburg Builders
818079/24 Cruz Sime v. Stone Hill Transportation, Inc. Et Al
804001/24 Disla v. Bronx Preservation Housing Dev. Fund Corp. Et Al
812234/23 Falcon Arcos v. 125 Greenwich Member Hldgs.
815703/23 Garcia Mesa v. Jackieine Rty. Corp. Et Al
808980/23 Goicoechea v. Noble Bx Llc Et Al
806696/23 Irigoien Medina v. Bldg Orchard Llc Et Al
808989/24 Lopez Rodriguez v. Fordham Concourse Rity. Co. Llc Et Al
35428/19 Lopez v. NYCHA
800615/21 Maldonado v. 5600 Llc
804613/21 Maria v. J.T. Magen & Co. Inc. Et Al
805330/24 Marsha Squires And Ronald Friedman v. Laguardia Gateway Partners
804548/24 Mator v. 2320 Grand Concourse Associates Llc Et Al
801485/25 Mercado v. Gotham Cleaners Inc Et Al
800434/21 Mercado v. 646 11th Owner Llc
816321/23 Mercedes v. Parkash 2911 Llc Et Al
811628/21 Morales v. Dun 37-10 10th St. Llc. Et Al
811420/23 Ortega v. Jackson Heights Plaza Owners Corp.
812477/23 Ricks v. NYCHA
813185/22 Roman v. The Parkchester South Condominium, Inc. Et Al
804206/23 Samboy v. Hp Arverne Preservation Housing Co. Inc.
811358/23 Sanchez-Almanzar v. Gerardo
808779/24 Santiago v. Parkash 751 Llc
807861/22 Thompson v. Mis Ny Propco
807305/21 Urban v. NYC
34837/19 Wilfredo v. Schimenti Const.
FRIDAY, FEB. 27

Part 31/32
Justice Fidel E. Gomez
Phone 718-618-1203
Room 403, 9:30 A.M.

THURSDAY, FEB. 26

32651/19 Taylor v. Eagle Home Care Llc Et Al

Part 34
Justice Michael A. Frishman
Phone 718-618-1349
Room 705, 9:30 A.M.

THURSDAY, FEB. 26

813600/23 Ayuardo v. Nahmias M.D.
23173/19 Beck v. Koleilat
35283/20 Davis-Waugh v. Zhang M.D.
801479/25 Hinds v. Montefiore Medical Center Et Al
813712/23 Johnson v. Carrasco Md
24904/20 Longmore v. Doj Operations Associates
22530/17 Martinez v. Schaffer Extended Care Center
2908/25 Martinez v. Saint Barnabas Hosp.
805509/22 McIntyre III v. Shah M.D.
802160/21 Williamson v. Shein Orthopaedics

Part 35
Justice Raymond P. Fernandez
Phone 718-618-1216
Room 625, 9:30 A.M.

THURSDAY, FEB. 26

800319/22 Allen v. Mendoza
800230/25 Ansah v. Daosta Bailey
813103/24 L. v. Geico
814232/25 Lagrange v. American United Transportation Inc. Et Al
809695/25 Ortega Paltan v. 6903 New Utrecht Llc
819724/24 Ramos v. Howard J. Kaplow Rity. Llc Et Al
809324/24 Wallace v. Perez Cruz

Part 18
Justice Fabrizio
Phone 718-618-1007
265 East 161st Street
Room 620, 9:30 A.M.

THURSDAY, FEB. 26

Rashawn Pough
Dante Williamson

Part 19
Justice Collins
Phone 718-618-1025
265 East 161st Street
Room 680, 9:30 A.M.

Part 21
Justice Powell
Phone 718-618-1133
265 East 161st Street
Room 650, 9:30 A.M.

THURSDAY, FEB. 26

Stasy Castillo
Carlos Rivera

Part 22
Justice McCormack
Phone 718-618-1001
265 East 161st Street
Room 600, 9:30 A.M.

THURSDAY, FEB. 26

813600/23 Ayuardo v. Nahmias M.D.
23173/19 Beck v. Koleilat
35283/20 Davis-Waugh v. Zhang M.D.
801479/25 Hinds v. Montefiore Medical Center Et Al
813712/23 Johnson v. Carrasco Md
24904/20 Longmore v. Doj Operations Associates
22530/17 Martinez v. Schaffer Extended Care Center
2908/25 Martinez v. Saint Barnabas Hosp.
805509/22 McIntyre III v. Shah M.D.
802160/21 Williamson v. Shein Orthopaedics

Part 23
Justice Sarah P. Cooper
Phone 718-618-1254
Room 402, 9:30 A.M.

THURSDAY, FEB. 26

5842/24 Acevedo v. Acevedo

Part 29
Justice Veronica Romero Guerrero
Phone 718-618-1479
Room 701, 9:30 A.M.

FRIDAY, FEB. 27

801770/24 Jackson v. Bristow

Part 30
Justice Erik L. Gray
Phone 718-618-1320
Room 703, 9:30 A.M.

THURSDAY, FEB. 26

812130/22708 Mace Ave. Owners Corp. v. Kaur Esq.
802148/22 Adams v. Polar Beverages Et Al
807416/24 Ahmed v. Ml 1188 Grand Concourse Llc Et Al
817323/23 Alcantara Aquino v. Optimus Prop. Corp. Et Al
812204/22 Alvarez v. Bonnen
814719/24 Antigua Santana v.

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Phone: 212.457.7850

Email: crobertson@alm.com

FOUNDATIONS

THE ANNUAL RETURN OF THE CORSO FAMILY FOUNDATION. For the calendar year ended 10/31/2025 is available at its principal office located at 5882 AMBOY ROAD STATEN ISLAND NY 10309 for the inspection during regular business hours by any citizen who requests it within 180 days hereof. Principal Manager of the Foundation is JOSEPH CORSO SR. 21788 f26

The Annual return of The Furth Family Foundation for the fiscal year ended November 30, 2025 is available at its principal office located at 35 Platt Place, White Plains, NY 10605 for inspection during regular business hours by any citizen who requests it within 180 days hereof. Principal Manager of the Foundation is Hope L. Furth. 21635 f26

LIQUOR LICENSES

NOTICE IS HEREBY given that a license, Application ID: NA-0240-25-126528, for beer, wine & Cider has been applied for by the undersigned to sell beer, wine & Cider at retail in a restaurant under the Alcoholic Beverage Control Law at 81 Christie St., New York NY 10002 for on premises consumption. The company's name is 2024Mai Holding LLC. 21681 f26-Th m5

LIMITED LIABILITY ENTITIES

THE INTIMACY ROOM MARRIAGE AND FAMILY THERAPY PLLC. Arts. of Org. filed with the SSNY on 02/10/26. 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, 6247 NW 43rd Terrace, Boca Raton, FL 33433. Purpose: For the practice of the profession of Marriage and Family Therapy. 21394 f19-Th m26

NOTICE OF QUALIFICATION of Root Cause Functional Medicine PLLC. Authority filed with NY Secy of State (SSNY) on 2/4/26. Office location: New York County. LLC formed in Texas (TX) on 8/1/25. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 80 State St., Albany, NY 12207. The name and address and, where applicable, the New York State license number of each professional within the foreign professional service limited liability company who is licensed to practice the profession or professions in New York State are available from SSNY. Cert. of Formation filed with TX Secy of State, POB 13697, Austin, TX 78711. Purpose: medicine. 21411 f19-Th m26

LIMITED LIABILITY ENTITIES

HUDSON POINT 575 LLC. Arts. of Org. filed with the SSNY on 02/11/26. 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, 484 East Shore Road, Kings Point, NY 11024. Purpose: Any lawful purpose. 21396 f19-Th m26

MCD 135 LLC. Arts. of Org. filed with the SSNY on 02/10/26. 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, 155 Bryant Avenue, Roslyn Harbor, NY 11576. Purpose: Any lawful purpose. 21390 f19-Th m26

ROMEO 575 LLC. Arts. of Org. filed with the SSNY on 02/11/26. 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, 484 East Shore Road, Kings Point, NY 11024. Purpose: Any lawful purpose. 21397 f19-Th m26

SANDS 575 LLC. Arts. of Org. filed with the SSNY on 02/11/26. 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, 1 Cedar Lane, Sands Point, NY 11050. Purpose: Any lawful purpose. 21399 f19-Th m26

NOTICE OF FORMATION OF SHEY DJF GROUP LLC. Arts. of Org filed with Secy. of State of NY (SSNY) on 11/29/2025. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 55 Broad St, New York, NY 10004. Purpose: any lawful act. 21436 f19 Th M26

See Decisions in the News only at NYLJ.COM

LIMITED LIABILITY ENTITIES

WS RR LLC. Arts. of Org. filed with SSNY on 2/9/2026. Off. Loc.: NASSAU Co. SSNY desig. AS agt. upon whom process may be served. SSNY shall mail process to: The LLC, 55 Watermill Lane, Great Neck, NY 11021. General Purposes. 21364 f19-Th m26

NOTICE OF FORMATION OF BRAND MYSTIQUE, LLC. Arts of Org filed with Secy. of State of NY (SSNY) on 08/07/2025. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 251 West 81st St, Ste 7E, New York, NY 10024. Purpose: any lawful act. 21414 f19 Th M26

NOTICE OF FORMATION OF CellCare NYC LLC. Arts of Org filed with Secy. of State of NY (SSNY) on 1/1/2026. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 246 Grand Street, Suite 402, New York, NY 10002. Purpose: any lawful act. 21029 f19 Th M26

NOTICE OF FORMATION OF ETERNAL JOB LOT LLC. Arts of Org filed with Secy. of State of NY (SSNY) on 12/05/2025. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 94 Chambers Street, Apt 5, New York, NY 10007. Purpose: any lawful act. 21235 f19 Th M26

NOTICE OF FORMATION OF Goldie and Lulu LLC. Arts of Org filed with Secy. of State of NY (SSNY) on 11/10/2025. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 267 5th Avenue, suite 804, New York, NY 10016. Purpose: any lawful act. 21413 f19 Th M26

NOTICE OF FORMATION OF HAMILTON PRODUCTIONS LLC. Arts of Org filed with Secy. of State of NY (SSNY) on 10/17/2025. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 2 Bethune St, 3B, New York, NY 10014. Purpose: any lawful act. 21154 f19 Th M26

NOTICE OF FORMATION OF Joe Blatt Advisory and Media, LLC. Arts of Org. filed with New York Secy of State (SSNY) on 2/6/26. Office location: New York County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 300 E. 40th St, Apt 26K, NY, NY 10016. Purpose: any lawful activity. 21376 f19-Th m26

NOTICE OF FORMATION OF JX 34 LLC. Arts of Org. filed with NY Secy of State (SSNY) on 2/3/26. Office location: New York County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty St, NY, NY 10005. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty St, NY, NY 10005. Purpose: any lawful activity. 21409 f19-Th m26

NOTICE OF FORMATION OF OMI IPA, LLC. Arts of Org. filed with NY Secy of State (SSNY) on 1/30/26. Office location: New York County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 30 Montgomery St, Ste 1050, Jersey City, NJ 07302. Purpose: any lawful activity. 21410 f19-Th m26

NOTICE OF FORMATION OF Press 4 Pets LLC. Arts of Org filed with Secy. of State of NY (SSNY) on 12/20/2025. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 63 Wall Street, New York, NY 10005. Purpose: any lawful act. 21438 f19 Th M26

NOTICE OF FORMATION OF SASSY BROTHERS HOLDINGS LLC. Arts of Org filed with Secy. of State of NY (SSNY) on 11/11/2025. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 55 W 17th St, Apt 304, New York, NY 10011. Purpose: any lawful act. 21155 f19 Th M26

NOTICE OF FORMATION OF SASSY ENTERPRISES EAST 25 LLC. Arts of Org filed with Secy. of State of NY (SSNY) on 11/11/2025. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 55 W 17th St, Apt 304, New York, NY 10011. Purpose: any lawful act. 21156 f19 Th M26

SALES

NOTICE OF SALE

SUPREME COURT COUNTY DEUTSCHE BANK NATIONAL TRUST COMPANY, AS CERTIFICATE TRUSTEE OF BEHALF OF BOSCO CREDIT II TRUST SERIES 2010-1. Plaintiff against JUAN GUTIERREZ, et al Defendant(s) Attorney for Plaintiff(s) Kelley Kronenberg, 111 Broadway, Suite 1205, New York, NY 10006, (800) 494-4381. Pursuant to a Judgment of Foreclosure and Sale entered March 16, 2020, and amended on August 14, 2024, I will sell at public auction to the highest bidder at the Bronx County Courthouse, Courtroom 711 at 851 Grand Concourse, Bronx, New York on March 23, 2026 at 2:15 PM. Premises known as 3007 Albany Crescent, Bronx, NY 10463, Block 3261 Lot 4. All that certain plot, piece or parcel of land situate, lying and being in the Borough and County of Bronx, City and State of New York. Approximate Amount of Judgment is \$213,766.56 plus interest, fees, and costs. Premises will be sold subject to provisions of filed Judgment Index No 324792017E. The foreclosure sale will be conducted in accordance with 12th Judicial District's Covid-19 Policies and the Bronx County foreclosure auction rules. The Referee shall enforce any rules in place regarding facial coverings and social distancing. Yessenia Barrantes-Isibor, Esq., Referee File # 02304030 20717 f19-Th m12

NOTICE OF SALE

Supreme Court County of Westchester Wilmington Trust, National Association, Successor Trustee to Citibank, N.A., as Trustee for First Franklin Mortgage Loan Trust, Mortgage Loan Asset-Backed Certificates, Series 2005-FF12. Plaintiff AGAINST Glen Ramsay, Jr. a/k/a Glen Ramsay, et al. Defendant Pursuant to a Judgment of Foreclosure and Sale duly entered on January 16, 2026, I, the undersigned Referee, will sell at public auction at the Westchester County Courthouse, 111 Dr. Martin Luther King, Jr. Blvd., Lobby, White Plains, NY 10601 on March 26, 2026 at 9:30 AM premises known as 388 Fort Hill Road, Greenburgh a/k/a Scarsdale, NY 10583. All that certain plot piece or parcel of land, with the buildings and improvements erected, situate, lying and being in the County of Westchester, State of New York. SECTION: 8.460, BLOCK: 319, LOT: 6. Approximate amount of judgment is \$1,819,167.40 plus interests and costs. Premises will be sold subject to provisions of filed Judgment Index # 602232017. Arlene Gold Wexler, Referee FRENKEL LAMBERT WEISMAN & GORDON LLP 53 Gibson Street Bay Shore, NY 11706 01-085152-F00 88837 21170 f26-Th m19

LIMITED LIABILITY ENTITIES

NOTICE OF QUALIFICATION OF IPX Power USA, LLC. Authority filed with NY Secy of State (SSNY) on 1/27/26. Office location: New York County. LLC formed in Delaware (DE) on 1/21/26. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty St, NY, NY 10005. DE address of LLC: 1209 Orange St, Wilmington, DE 19801. Cert. of Formation filed with DE Secy of State, 401 Federal St, Dover, DE 19901. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty St, NY, NY 10005. Purpose: any lawful activity. 21408 f19-Th m26

NOTICE OF QUALIFICATION OF UNIFI SECURITY SERVICES LLC. Authority filed with NY Secy of State (SSNY) on 1/30/26. Office location: New York County. LLC formed in Delaware (DE) on 8/14/25. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty St, NY, NY 10005. DE address of LLC: 1209 Orange St, Wilmington, DE 19801. Cert. of Formation filed with DE Secy of State, 401 Federal St, Ste 4, Dover, DE 19901. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty St, NY, NY 10005. Purpose: any lawful activity. 21412 f19-Th m26

NOTICE OF FORMATION OF S. Field Consulting LLC. Arts of Org filed with Secy. of State of NY (SSNY) on 1/7/2026. Office location: Nassau County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 2129 Brookside Avenue, Wantagh, NY 11793. Purpose: any lawful act. 21031 f19 Th M26

LIMITED LIABILITY ENTITIES

NOTICE OF QUALIFICATION OF DM CAPITAL PARTNERS LLC. Authority filed with NY Secy of State (SSNY) on 2/4/26. Office location: New York County. LLC formed in Delaware (DE) on 1/28/26. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 131 E. 69th St, Apt 4A, NY, NY 10021. DE address of LLC: 1209 Orange St, Wilmington, DE 19801. Cert. of Formation filed with DE Secy of State, 401 Federal St, Ste 4, Dover, DE 19901. Purpose: any lawful activity. 21404 f19-Th m26

NOTICE OF QUALIFICATION OF Alban, L.L.C. The fictitious business name is Alban Group, L.L.C. Authority filed with NY Secy of State (SSNY) on 1/23/2026. Office location: New York County. LLC formed in Delaware (DE) on 12/8/2025. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: Two Manhattan West, 375 Ninth Avenue, New York, NY 10001. DE address of LLC: 1209 Orange St, Wilmington, DE 19801. Cert. of Formation filed with DE Secy of State, 401 Federal Street, Ste 4, Dover, DE 19901. The name and address of the Reg. Agent is D. E. Shaw & Co., L.L.C., Attn: General Counsel, Two Manhattan West, 375 Ninth Avenue, New York, NY 10001. Purpose: any lawful activity. 21402 f19-Th m26

NOTICE OF FORMATION OF Troop Nine Strategies LLC. Arts of Org filed with Secy. of State of NY (SSNY) on 10/23/2025. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 1249 Park Avenue, New York, NY 10029. Purpose: any lawful act. 18650 f26 Th A02

LIMITED LIABILITY ENTITIES

NOTICE OF QUALIFICATION OF AVB Westbury Investor, LLC. Authority filed with NY Secy of State (SSNY) on 2/4/26. Office location: New York County. LLC formed in Delaware (DE) on 2/3/26. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty St, NY, NY 10005. DE address of LLC: 1209 Orange St, Wilmington, DE 19801. Cert. of Formation filed with DE Secy of State, 401 Federal St, Ste 4, Dover, DE 19901. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty St, NY, NY 10005. Purpose: any lawful activity. 21403 f19-Th m26

NOTICE OF QUALIFICATION OF Escapology Operations, LLC. Authority filed with NY Secy of State (SSNY) on 1/20/26. Office location: New York County. LLC formed in Florida (FL) on 7/11/22. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty St, NY, NY 10005. FL address of LLC: 11951 International Drive, Unit 2A1, Orlando, FL 32821. Cert. of Formation filed with FL Secy of State, 2415 N. Monroe St, Ste 810, Tallahassee, FL 32303. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty St, NY, NY 10005. Purpose: any lawful activity. 21405 f19-Th m26

LIMITED LIABILITY ENTITIES

NOTICE OF QUALIFICATION OF 84 FISHKILL OWNER LLC. Authority filed with NY Secy of State (SSNY) on 1/30/26. Office location: New York County. LLC formed in Delaware (DE) on 1/28/26. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty St, NY, NY 10005. DE address of LLC: 1209 Orange St, Wilmington, DE 19801. Cert. of Formation filed with DE Secy of State, 401 Federal St, Dover, DE 19901. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty St, NY, NY 10005. Purpose: any lawful activity. 21401 f19-Th m26

LONG BEACH SOCCER CAMP LLC. Arts. of Org. filed with the SSNY on 02/18/2026. Office loc: Nassau County. SSNY has been designated as agent upon whom process against the LLC may be served. SSNY shall mail process to: The LLC, 2850 Clark Ave, Oceanside, NY 11572. Purpose: Any Lawful Purpose. 21434 f19-Th m26

WS BT LLC. Arts. of Org. filed with SSNY on 2/9/2026. Off. Loc.: NASSAU Co. SSNY desig. AS agt. upon whom process may be served. SSNY shall mail process to: The LLC, 55 Watermill Lane, Great Neck, NY 11021. General Purposes. 21362 f19-Th m26

LIMITED LIABILITY ENTITIES

NOTICE OF FORMATION OF LLETTER LLC. Arts of Org filed with Secy. of State of NY (SSNY) on 1/26/2026. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 1045 Park Ave, New York, NY 10028. Purpose: any lawful act. 21718 f26 Th A02

Notice of formation of NACH QUEENS HOME 8 LLC, a domestic LLC. Articles of Organization filed with the Secretary of State of New York (SSNY) on 01/02/2026. Office location: Nassau County. SSNY is designated as agent upon whom process against the LLC may be served. SSNY shall mail process to: The LLC, 90 Main Street, Mineola, NY 11501. Purpose: Any lawful purpose. 21723 f26 Th A02

LIMITED LIABILITY ENTITIES

NOTICE OF QUALIFICATION OF SmartViz Analytics LLC. Authority filed with NY Secy of State (SSNY) on 01/12/26. Office location: Nassau County. LLC formed in Wyoming (WY) on 1/22/24. SSNY is designated as agent of LLC upon whom process against it may be served. Princ. office and NY addr. of LLC is: 68 Opal St. Elmont, NY 11003. Cert. of Form. filed with WY Secy of State, Herscher Bldg East, Ste 100 & 101, Cheyenne, WY 82002. Purpose: Any lawful activity. 21647 f26 Th A02

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