

IN BRIEF

Athlete Sues University For Negligence, Lack of Equipment for Cardiac Emergency

A college baseball player from western New York, who suffered a rare cardiac arrest incident similar to that of Buffalo Bills safety Damar Hamlin, sued his former institution for negligence on Friday.

Plaintiff Nicholas DiCarlo, a former outfielder at Iona University in New Rochelle, filed the personal injury claim in his hometown jurisdiction, state Supreme Court of Niagara County. He alleges the downstate school failed to provide proper medical equipment to treat students suffering from cardiac arrest and other injuries. The lawsuit didn't go into particulars about the accident.

However, the American Heart Association reported that DiCarlo had tried to lay down a bunt during practice on Oct. 27, 2022, when a fastball struck him in his chest. DiCarlo experienced commotio cordis, the rare cardiac arrest that immediately follows a blow to the chest over the heart during a precise moment in a heartbeat. The nonprofit organization reported DiCarlo's coach started CPR, an ambulance was dispatched, and paramedics used a defibrillator to restore his heart to a normal rhythm. DiCarlo was taken from a local hospital to a trauma center in New York City.

The 19-year-old sophomore was put into a medically induced coma. He was able to return to practice weeks later and played seven games in the spring, and he began wearing a chest protector under his jersey. DiCarlo played two years at Iona College before he transferred to D'Youville University in Buffalo, where he also competed in baseball during the 2024 season.

His lawsuit says that his injuries may result in permanent defects, and he seeks to hold the university liable.

DiCarlo, a Bills fan who resides just 30 minutes from Buffalo. While not part of the litigation, just months after

DiCarlo's medical emergency, Hamlin suffered the same injury while making a tackle during a National Football League game against the Cincinnati Bengals. Hamlin was also treated and later cleared to return to football.

James Scime, a partner in Lipsitz Green Scime Cambria in Buffalo, who filed the complaint on behalf of DiCarlo, didn't immediately respond to a phone call and email messages requesting comment on Friday.

Iona University did not respond to emails on Friday.

—Brian Lee

FTC Opens Probe Into The Risks AI Companion Chatbots Pose to Children

The Federal Trade Commission on Thursday launched a wide-ranging investigation into artificial intelligence chatbots designed to act as companions, requesting information from AI industry leaders about how they evaluate the bots and minimize risk to children.

The agency issued orders to six major tech companies—Google, Meta Platforms, OpenAI, Snap, xAI and Character Technologies—demanding details on how they design, market and monetize their chatbots.

The orders seek data on everything from pre-deployment safety testing and content-moderation policies to user engagement and guardrails to protect minors.

The FTC emphasized that it is conducting a fact-finding inquiry, not carrying out an enforcement action. However, it indicated that misrepresentations or consumer harms uncovered by the inquiry could lead to enforcement actions under the FTC Act or the Children's Online Privacy Protection Act.

FTC Chair Andrew Ferguson said in a statement that the agency has the dual goals of fostering innovation and protecting children online.

"The study we're launching today will help us better understand how AI firms are developing their products and the steps they are taking to protect children," Ferguson said.

The probe comes amid mounting legal and political scrutiny of companion chatbots, which critics say can blur boundaries

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Cardozo Law Offers Master of Studies in Law for Nonlawyers

BY CHRISTINE CHARNOSKY

THE BENJAMIN N. Cardozo School of Law has launched a fully online Master of Studies in Law (MSL) program for people without a J.D., focusing on labor and employment law.

The degree, for professionals in human resources, compliance, operations and management, is being offered in collaboration with YU Global, the digital content creation arm of Yeshiva University, according to the school's announcement emailed to Law.com.

Applications for the MSL in Labor and Employment Law, which

offers in-depth legal knowledge without requiring a J.D., are being accepted now for the spring 2026 semester, according to the school.

"This new master's program is a game-changer for professionals navigating today's complex HR and compliance environment," Melanie Leslie, dean of Cardozo School of Law, said in a statement. "With Cardozo's faculty expertise and our strong New York City connections, we're uniquely positioned to deliver an exceptional education in labor and employment law to non-lawyers."

"In an industry governed by legal regulation, you need to think, act and decide with the

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RYLAND WEST/ALM

The 30-credit graduate program at Cardozo School of Law is called the "anytime online MSL" because it is provided entirely online.

Mega-Deals Are Back—And M&A And Private Equity Partners Say They're Just Getting Started

BY JAMES JACKSON

WITH Anglo American's proposed \$53 billion mining merger with Teck and Union Pacific's \$85 billion bid for Norfolk Southern, some M&A partners are seeing a return to the

era of the mega-deal with law firms hunting for whales rather than minnows.

"Big-ticket M&A came roaring back in H1, highlighting confidence in the deal market, a more robust deal-making environment, and an appetite by corporates

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JIM VONDREJSKA/BLOOMBERG

Union Pacific's \$85 billion bid for Norfolk Southern would mark the largest deal in railroad history.



GABBY JONES/BLOOMBERG

Firms in the Am Law 200 are adding partners and investing in litigation this year, but experts say historically deal-focused, New York City-based firms are less likely to benefit from the current demand.

Firms Find Differing Approaches To Keep Litigation Work Steady

BY ANDREW MALONEY

IN A YEAR of high uncertainty in corporate practices, Big Law litigation and dispute practices have been dependable, leading in demand growth while spurring some of the most significant lateral moves of the year.

But while firms throughout the Am Law 200 are adding partners and making investments this year in litigation, they're also doing it in different ways and from different starting points. Other firms, in New York and elsewhere, may be holding back more, waiting for a true transactional rebound.

The demand in Big Law litigation practices is undeniable at this point. Litigation practice demand grew 2% in the second quarter,

according to the Law Firm Financial Index. Not eye-popping, but still the highest rate among practices the group tracked.

And among Second 50 firms in particular, Wells Fargo's Legal Specialty Group noted, "there are firms in there with huge employment, huge litigation practices, and those are the areas where firms are saying they have universally strong practices this year," said Owen Burman, senior consultant for the group.

One way to think of litigation is as an index fund in the S&P 500, said Drew Tulumello, co-head of global litigation at Weil, Gotshal & Manges. "It's going to grow steadily, year-over-year. It won't have the giant boom cycles that transactional work has, necessarily. It won't have

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New Estée Lauder Legal Chief Earned \$10M in First 10 Months

BY CHRIS O'MALLEY

ESTÉE Lauder General Counsel Rashida La Lande earned \$10.9 million in her first 10 months on the job.

The New York City-based cosmetics giant on Thursday filed a preliminary proxy statement with the Securities and Exchange Commission disclosing pay for its seven most highly paid executives for the fiscal year that ended June 30, 2025. La Lande outearned everyone on the list except former CEO Fabrizio Freda, who received compensation totaling \$17.8 million.

The proxy shows Estée Lauder paid La Lande \$3.8 million in cash bonuses and \$4 million in stock awards to offset compensation

she forfeited when she resigned last August as general counsel of Kraft Heinz to accept the post. She'd been the Kraft Heinz legal chief for six years



Rashida La Lande

All of that compensation, except a \$1 million cash bonus she received last month, fell during the 2025 fiscal year. During the year, she also received \$784,091 in salary and \$752,550 in non-

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DECISIONS OF INTEREST

First Department

REAL ESTATE LAW: **Summary judgment granted in foreclosure action.** *Computershare Trust Co. N.A. v. RXR HB Owner LLC*, Supreme Court, New York.

Second Department

CIVIL PROCEDURE: **Court allows plaintiff to amend caption but denies other relief.** *NSL Special Assets 3 LLC v. Bergen*, Supreme Court, Kings.

LANDLORD-TENANT LAW: **Summary judgment denied in eviction action.** *5539-181 & 182 Prospect Park W. Brooklyn LLC v. Rivera*, Civil Court, Kings.

FAMILY LAW: **Nunc pro tunc relief granted for father in matrimonial action.** *Matter of Olivia G.*, Family Court, Kings.

LANDLORD-TENANT LAW: **Respondent's motion to be restored to premises denied.** *Jamaica AAC Realty Corp. v. 107 Jamaica Produce Corp.*, Civil Court, Queens.

FAMILY LAW: **Court orders plaintiff to vacate premises.** *RB v. DB*, Supreme Court, Richmond.

U.S. Courts

SECURITIES LITIGATION: **Denial of class certification, appointment as class representative is explained.** *Loomis Sayles Trust Co. LLC v. Citigroup Global Markets Inc.*, SDNY.

CRIMINAL LAW: **Acquittal judgment, new trial denied; testimony satisfies elements of crimes of conviction.** *U.S. v. Cardona*, EDNY.

DISCOVERY: **Discovery is bifurcated; individual, class issues distinct, do not overlap.** *VanderSloot v. Charles Barrata LLC*, EDNY.

EMPLOYMENT LITIGATION: **Oct 2024 decision not reconsidered; claim relitigates prior claims, no new evidence.** *Gandhi v. N.Y.S. Unified Court System*, NDNY.

CRIMINAL LAW: **Habeas relief is denied; delay in appeal process attributable to petitioner, counsel.** *Torres v. Titus*, WDNY.

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Litigators Leading Local Big Law Offices Must Balance Competing Interests—Here’s How They Do It

BY ROSS TODD

ALL politics is local, the adage goes.

In law firms—even large ones where clients have national and international legal needs—the role of the local managing partner often serves as a conduit between a particular office and the firm’s strategic priorities. In some instances, taking on a local leadership role provides a pathway to firmwide leadership. A couple of folks immediately come to mind: Ian Shapiro, the partner-in-charge of the New York office at Cooley, who was tapped this year to chair the firm’s global litigation practice, and Stuart Singer, the longtime leader of the Fort Lauderdale office at Boies Schiller Flexner, who last year became one of the firm’s three co-managing partners.

With all that as the backdrop, I made my way through some of the “How I Made It” profiles that my Law.com colleagues pulled



Thomas Haskins of Barnes & Thornburg, Brian Johnsrud of Duane Morris, Gregory Noonan of Hogan Lovells, Joe Mahady of Reed Smith and Matthew McLaughlin of Venable

together over the past year. My colleagues questioned a handful of litigators who have taken on office managing partner roles at their firms about their career

journeys and their leadership priorities. Their responses shed some light on both the vital role that the office managing partner still plays in many firm leadership structures

and the competing interests that litigators in management are asked to balance.

Let’s start with Joe Mahady, the Philadelphia office managing part-

ner at Reed Smith. Mahady, who has been at the firm for about a dozen years, was promoted to the position last September. He says he came to firm management with “strategic and concrete ideas” for leveraging the strengths of the office to increase the firm’s visibility in the region, especially with new firms entering the Philly market.

He said that one of the unique challenges of the role is advocating for the office and advancing it “within the firm’s global ecosystem.”

“There is not a specific playbook that defines the role of the office managing partner, and it differs from office to office depending on several factors, so I’ve spent a lot of time navigating how I want this role to look within the broader leadership structure of Reed Smith,” he said. He said that even though senior management is attentive to the needs of all the firm’s offices, it’s important to have an “on-the-ground advocate” focused on the role an individual office plays in broader firm strategy. “For me, that involves communicating the strengths of the Philadelphia office up and down within the firm to ensure that our voices are heard and valued.”

Brian Johnsrud has been a partner in the employment litigation and counseling practice at Duane Morris in Silicon Valley since October 2022, and was tapped as office managing partner just one year later. He was previously managing partner of the Silicon Valley office of bicoastal employment defense boutique Curley, Hurtgen & Johnsrud, a firm he co-founded after leaving the partnership at Morgan, Lewis & Bockius in 2009. He says he helped grow the boutique from three attorneys to nearly 20 in “a very strategic and disciplined way” with a focus on values and over “a transaction mindset.”

“Duane Morris was kind enough to give me a year off from management responsibility when we joined. That let us get settled in at the firm and also allowed the firm to make sure that we understood and practiced its culture and values,” he said. On that front, he said Duane Morris is one of the few firms that brings all its lawyers, from first-year associates to senior partners, together in person once a year, in addition to an annual partner meeting. In 2023, he says more than 80% of attorneys attended in person.

Johnsrud said the firm also has an office managing part-

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Obituary

Greenberg Traurig Founder Larry Hoffman Dies at 95

BY VIVIANNE SERRET

LARRY J. Hoffman, a founding attorney of Greenberg Traurig who became its CEO from 1991 to 1997, died on Thursday, according to the law firm. He passed at his Coconut Grove home, just weeks after his 95th birthday, said the firm, which didn’t specify a cause of death.

Hoffman led the firm’s expansion throughout Florida and into key markets, such as New York, Washington, D.C., Philadelphia, Orlando, Tallahassee and Boca Raton. Under his leadership, Greenberg Traurig has been recognized among the fastest-growing large law firms. The firm is now No. 16 in the Am Law 100 ranking.

“Without Larry Hoffman, Greenberg Traurig, and myself personally, would not have experienced the extraordinary growth and success we have seen over many years,” said Richard A. Rosenbaum, executive chairman of Greenberg Traurig, in a statement. “He was my second father and without his vision, sacrifice, unselfishness, wisdom and business savvy, his deep, though quiet, understanding of so many things relevant to a growing professional service organization, and his instincts about people, we would simply not be who we are today.”

Over 50 years ago, while at lunch in a South Florida deli, attorneys Hoffman, Mel Greenberg and Robert Traurig discussed their desire to create a new type of law firm for the city. The three would go on to found the law firm, Greenberg Traurig Hoffman in 1967.

Decades later, Hoffman, while serving as CEO for the firm in the 1990s, chose to remove his name from the firm’s nameplate simply because it was who he was: Non-egotistical with the firm’s best interest at heart, according to senior chairman Cesar L. Alvarez, one of Hoffman’s mentees.

“He trained me to be a lawyer. He trained me to be a business person, how to manage your firm. He taught me everything,” Alvarez added.

In a previous interview with Law.com, Hoffman said he was personally proud to know that the culture he was able to infuse at Greenberg Traurig, and the values he set out to establish, took root.

“If your law practice is not currently satisfying to you, my advice would be to remember what law first meant to you and specifically recall what motivated you to become a lawyer. Ensure you are living that mission every day,” Hoffman said at the time.



Larry J. Hoffman, founding member of Greenberg Traurig

“The practice of law can be very gratifying when you remember that you are doing a service to help people and their businesses and are making a difference in their lives—both personally and professionally.”

Running a Firm Like a Business

Greenberg Traurig said Hoffman played a key role in charting the firm’s course from its Miami inception in 1967 to its growth as a global law firm with more than 2,850 lawyers worldwide and 49 locations on four continents.

The firm said he pioneered the concept of running a law firm like a business. Specifically, he was one of the first law firm leaders to hire experienced professionals to manage the business side of the firm so lawyers could focus on practicing law, the firm said, adding he created staff positions in the roles of marketing, professional development and IT long before they were commonplace in law firms.

The firm also said he was the “architect of the blueprint for growth” that saw it expand beyond its South Florida roots, first to New York and Tallahassee. It then went national during the 1990s and continued globally. “It was Larry who taught us the importance of expanding our practice geographically for so many reasons,” said Matthew Gorson, another senior chairman of Greenberg Traurig. “Larry, along with Mel and Bob, are truly not just the founders of the firm but ‘fathers’ to many of us who were lucky enough to be here in those early years.”

Hoffman was the last living founder of his firm. Traurig died in 2018 and Greenberg in 1994.

Hoffman was admitted to the bar in 1954 and was a graduate of the University of Miami School of Law. As a Miami Law alum, Hoffman was known to contribute generously.

“Larry was a visionary—well ahead of his time in transforming law firm management and the business of law. But more than that, he was an extraordinary human being: generous, wise, and genuinely committed to people and progress. Being named the Larry Hoffman Greenberg Traurig Business of Law Professor was a true honor,” said Michele DeStefano, a professor at Miami Law.

DeStefano said that Hoffman’s support gave him the confidence to push further “with my research, writing, and the continued evolution of LawWithoutWalls—a program that, like Larry, is dedicated to developing inclusive legal leaders, fostering enduring client relationships, and addressing the real business-of-law challenges faced by firms and in-house teams alike.”

Hoffman received the Lifetime Achievement award from ALM.

“Larry was an incredible businessman and an even better partner and friend,” said Brian Duffy, CEO of Greenberg Traurig. “When Larry believed in you, it gave you the confidence to believe in yourself. He did so many things the right way and always for the right reasons. His passing is a reminder to the entire GT Family of what we owe to the man and his legacy.”

The firm said Hoffman is survived by his wife, Debi Hoffman; their four children; ten grandchildren; and four great-grandchildren.

Lisa Willis contributed to this report.

Ⓐ Vivienne Serret can be reached at vserret@alm.com.

Perspective

Justice Is Supposed To Be Blind. But Apparently Jurors Can’t Be

BY EMELINE LAKROUT

On a crisp October morning in 2023, I poked my head out of the subway station stop at New York’s City Hall. White cane leading the charge, Google Maps in my earbuds, I swept my way to the courthouse where I had been summoned to jury duty. I was excited at the idea of serving, both for the experience and to play my part as an engaged citizen. But I was also ready, if I was told no, that if I could not serve because of my blindness, my response was prepared: “I have a legal right to serve with reasonable accommodations.”

Growing up as a blind girl, society took care to inform me of all the things I could not do. No, I could not play sports. No, I could not travel independently. No, I could not have a professional career. These often came from a well-intentioned place, but the message was clear: I would never be, could never be, a fully functioning member of society.

In college, I discovered disability activism. Between lobbying for adaptive sports legislation, running disability awareness events, and meeting hundreds of empowered blind people at conventions, the limits that society has long imposed upon me—and what I can accomplish—no longer seemed so reasonable.

I graduated with honors from college and moved to New York City for a marketing job. I kept myself busy in the ensuing years. I led multi-million-dollar projects at work. I started rock climbing competitively at the international level. I raced a triathlon. I delivered speeches in front of thousands. I lived the full, exciting life I was told I could never experience.

I wish I could say that with all of these achievements, I’m no longer told that I can’t do things, but little has changed since my childhood. I cannot walk down the street in my own neighborhood without a stranger grabbing my arm to “help” me. At a recent checkup, the doctor asked me if I’m “able” to exercise.

So, I was pleasantly surprised that morning when, at first, I was treated like any other prospective juror at a courthouse in Manhattan. I settled down at a desk with my laptop, working on a project for my corporate job, headphones



Emeline LakROUT

streaming my screen reader at over 500 words per minute as I flitted from answering emails to analyzing sales data.

Finally, in the late afternoon, my name was called. I entered a courtroom with roughly 100 other prospective jurors. The bailiffs explained that we could not use any technology while in the courtroom, so I was keenly observing everything. Court is quite easy to follow as a blind person, as everything is verbalized for the record, and I have an excellent memory for details after a lifetime of depending on recalling minutia for orientation. The judge informed us that we were the jury pool for a first-degree rape case, and he began asking questions.

“Does anyone here personally know the defendant?”

Nobody moved.

“Does anyone here know the attorneys present?”

One man was dismissed, his wife had worked with the defense attorney in the past.

Throughout the questioning, I never raised my hand, or spoke a word. I did not feel that the defendant’s race would impact my ability to be impartial. I did not feel that I could not serve due to the nature of the trial. I’d never been to the hotel where the alleged incident took place.

As 5 p.m. crept closer, the judge dismissed everyone, telling us to be back in the courtroom at 9 a.m. I let my manager know I’d need another day offline.

The next morning, the attorneys were grilling prospective jurors in the jury box, asking them about

their marital status, work histories, comfort with discussing sensitive topics. Periodically, the judge would dismiss all the prospective jurors to sidebar with the attorneys. During one such moment, a court officer approached me and told me I was excused from service.

This led me to raise a brow, as it would make me the only person dismissed who had not uttered a single word. I asked the court officer for the reason behind my dismissal, and he told me that counsel was concerned about my ability to review all the evidence.

And there it was. Uneducated sighted people projecting their asinine understanding of blindness onto me. Cue my prepared line. I told the officer that I wanted to serve with reasonable accommodations, as is my legal right, and he said he’d let the judge know.

All prospective jurors were then summoned back into the room, and I joined them. I sat down, a little shaken but relieved that the moment was over. And then the judge dismissed everyone except me and said he’d heard that I’d asked to address the court.

This wasn’t quite what I’d was expecting, but if this was my chance to represent blindness, I’d take it. I explained that I’d carefully followed all proceedings thus far and felt very comfortable serving with accommodations, and that I wanted to exercise my legal right to do so. And yet, after a brief sidebar with counsel, the judge dismissed me from service.

I wanted to scream. I wanted to tell him he was speaking to someone who held a

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Expert Analysis

ELDER LAW

Can Lawyers Bring Guardianship Proceedings Against Clients With Diminished Capacity?

All lawyers owe undivided loyalty to their clients. However, an attorney may believe that an existing client with diminished capacity is the subject of elder abuse.

This will raise ethical issues as to the ability of the attorney to balance protecting the client from harm with maintaining confidential information obtained in the prior representation.

One attorney in this situation took action that resulted in his 18-month suspension. His case can be taken as an object lesson in actions to avoid.

Marion Stead and her husband established an estate plan that favored her son. After the death of her husband, Marion began to feel that her son unfairly restricted her access to her assets and forced her onto Medicaid.

At age 87, she retained attorney Stephen Eugster to remove her son from her existing estate plan. He prepared a revocable trust in which Marion was the trustee with Eugster as the successor trustee and her son as the further successor trustee. He also prepared a power of attorney over which he was the agent, and her son was the successor agent.

After meeting with her son, Eugster wrote a letter to Marion praising him and recommending that he resume control of her affairs. “Roger has been a good and dutiful son to you. I have to be honest about this. You can be proud of Roger. He is not acting to protect himself or to take things from you. He has been acting to ensure that you are taken care of, your bills are paid, your assets are protected, and that you do not have to have unwanted concerns for your welfare as you grow older.”

This letter caused Marion to question Eugster’s loyalty, and she

By
Daniel G.
Fish



retained further counsel. The new lawyer wrote to Eugster, relieving him as counsel and revoking the power of attorney. Eugster, who three months earlier had Marion sign her trust and power of attorney, presumably believing she had capacity then, responded by letter stating:

“I do not believe that Marion R. Stead is competent. A guardianship should be established for her person and her estate or at least her estate. Please be advised that I do not recognize

The lawyer must have a reasonable belief that the client lacks capacity and base that conclusion upon a thorough investigation.

that you have been retained to represent her or that the revocation of the power of attorney is effective.” Two weeks later Eugster filed a guardianship petition against Marion, with her son as co-petitioner. The court appointed a guardian ad litem who concluded that Marion was mentally competent and not in need of a guardian. The court dismissed the petition. This conclusion gave rise to a disciplinary complaint, accusing Eugster of filing a guardianship petition without performing any investigation into Marion’s alleged incapacity. As a result, Eugster was given an 18-month suspension and ordered to pay restitution of \$13,500 (to compensate Marion for her opposition to the guardianship). *In Re Eugster*, 209 P. 3d 435 (Wash. 2009).

This case is not to suggest that attorneys should refrain from initiating guardianship proceedings

when they suspect a client may be a victim of elder abuse. Rather, it underscores the importance of taking careful steps in compliance with professional responsibility rules.

Under the Rules of Professional Conduct Rule 1:14: Client with Diminished Capacity (22 NYCRR 1200), a lawyer may seek to appoint a guardian for a client with diminished capacity when the lawyer suspects the client is at risk of substantial harm unless action is taken.

The Rule sets out four required steps an attorney must take before initiating a guardianship proceeding: (1) try to maintain a conventional relationship; (2) make a determination of the client’s capacity; (3) document the risk to client and (4) consult with individuals and entities who could act to protect the client in place of the attorney.

Conventional Relationship

The significance of maintaining a conventional attorney-client relationship is highlighted in *Matter of S. B.*, 117 N.Y.S3d 814 (Sup. Ct. Chemung Cty., 2019). Here, the attorney who previously represented a client was appointed as her counsel in a guardianship. He then sought leave to intervene in a separate suit challenging his client’s power of attorney.

In doing so, he attempted to take direction from the agent designated under that instrument. The guardianship court relieved him as counsel to the Alleged Incapacitated Person (AIP), quoting the Rules of Professional Conduct: “...the lawyer shall, as far as reasonably possible, maintain a conventional relationship with the client.”

Just as an attorney would make accommodations for a client with an issue of vision or hearing or language, the attorney for a client with diminished capacity must attempt to communicate meaningfully with the client. That might involve explaining the issues very slowly or over multiple visits.

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Expert Analysis

DIVORCE LAW

Prenups Revisited

The recent engagement announcement of Taylor Swift to Travis Kelce has once again focused the celebrity spotlight on the topic of prenuptial agreements, with the media rife with speculation as to what the terms of their prenup might provide. *Taylor Swift and Travis Kelce Announce Their Engagement*, *The New York Times* 8/26/2025; *Taylor Swift Puts Her Fortune at Risk If She Forgoes a Prenup*, *Bloomberg Law* 8/27/2025.

Two years ago, this column reviewed then-recent “case law surrounding the interpretation and enforcement of prenuptial agreements” noting that legal practitioners ought to review new rulings for their precedential value in assisting their clients “in the private ordering of their financial affairs as they enter into a marriage.” *See, Prenups: Recent Controversies Over Plans for Perpetuity*, *NYLJ* 8/14/2023.

Thus, with the passage of time, the point has been reached where another look at decisional developments makes practical sense for the readers of this column and matrimonial law practitioners in general, with the Swift-Kelce engagement bringing the myriad of issues involved into sharp focus.

A month after this column’s last visit to this topic, the Appellate Division, Second Department, in *Schlosser v. Schlosser*, 219 A.D.3d 1455 (9/20/2023) was called on to review a prenuptial agreement executed three weeks prior to the marriage. In that matter, the husband had purchased a condominium as the parties’ marital residence for \$1.6 Million by providing a downpayment of \$700,000, while placing title in the wife’s sole name and taking out a mortgage for which he would be solely responsible.

At the time of the commencement of the action, the parties had been married for less than five years.



By
Alton L.
Abramowitz



And
Leigh
Baseheart
Kahn

Their prenuptial agreement provided, in relevant respect, that the husband would contribute \$700,000 towards the purchase of a marital residence; if the purchase price was more than said amount, title was to be placed in joint names; if a termination event occurred prior to their fifth anniversary, the wife was to receive a ‘residence payment’ of not more

The court below held that the marital residence was treated differently and separately in the prenuptial agreement from the provisions regarding the parties’ marital and separate property and ruled in the husband’s favor.

than \$700,000, or, in the husband’s sole discretion, he could cede to the wife all of the parties’ right, title and interest in the residence.

The parties’ settlement agreement incorporated the terms of the prenuptial agreement into their 2016 judgment of divorce.

In 2020, the now ex-wife informed the ex-husband that she intended to sell the residence and they then argued over the distribution of the sales proceeds, which led to a motion by the husband to limit the wife to \$700,000 of the sales proceeds and to the wife’s cross-motion that the entirety of those proceeds belonged to her because their prenuptial agreement provided that property held in the sole name of one of the parties was that party’s separate property and that she was entitled to the

entire sales proceeds as a result.

The court below held that the marital residence was treated differently and separately in the prenuptial agreement from the provisions regarding the parties’ marital and separate property and ruled in the husband’s favor.

The wife then appealed. Citing to the line of cases holding that “[w]here a prenuptial agreement is clear and unambiguous on its face, the intent of the parties is gleaned from the four corners of the writing as a whole with a practical interpretation of the language employed so that the parties’ reasonable expectations are met [citations omitted],” the Appellate Division affirmed the lower court.

In doing so, the court held that “although the husband allowed title to the marital residence to be placed in the wife’s name at the time of its purchase, no divorce action was pending at that time, and allowing the wife to retain title at the time of the divorce could not be considered a ‘distributive award’ because the clear intent of the prenup was to limit the wife’s share of the marital residence to \$700,000, and to rule to the contrary would provide the wife with a windfall, particularly because the husband had continued to remain solely responsible for the payment of the marital residence mortgage.”

Schlosser gives us two important concepts to bear in mind when drafting prenuptial agreements and/or litigating over their validity and enforceability. The first is that the scrivener of the agreement must pay careful attention to the interplay between the various operative provisions, so as to ensure that where a particular asset is treated differently than the other categories of assets, the parties’ intention to afford that asset different treatment is clearly stated.

The second is that, when presented with conflicting arguments over the unstated intentions of the parties as to the treatment of a particular asset, courts are going to rule in favor of fundamental fairness as viewed by the courts under the totality of the circumstances

» Page 8

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Outside Counsel

How the American Society for Testing And Materials Is Rescuing Cannabis

Each day thousands of pounds of marijuana and millions of cannabis dollars are transported across America creating myriad safety and theft concerns.

Because each of the legal marijuana industry’s 39 divergent state programs has distinct, and often conflicting, transportation regulations, those cultivating, processing, infusing, testing or dispensing cannabis (marijuana-related businesses or MRBs) face terrific operational and compliance obstacles and the respective jurisdictions’ state and local regulators are precluded from achieving any uniform oversight.

Salvation may lie with the American Society for Testing and Materials, (ASTM) which develops and publishes technical standards for a wide range of materials, products, systems and services in areas ranging from commercial spaceflight to pet products and supply chain digital information.

Its just-released “Guide for Implementing High THC Cannabis Transportation Program in a Cannabis Operation” standard (cannabis transportation standard or standard) both provides a clear, flexible and comprehensive framework for high-Tetrahydrocannabinol (THC) transportation throughout cannabis’ supply chain and demonstrates how the ASTM is bringing consistency to the splintered marijuana industry.

Cannabis Legality, Products and Dosage

Comprised of three plants containing 120 constituent elements, i.e., cannabinoids, cannabis’ most lucrative component is the intoxicant THC.

Specifically, marijuana is defined as “Cannabis sativa L. containing more than 0.3% plant chemical

STEVE SCHAIN is counsel at Smart-Counsel LLC, a national cannabis, hemp and hallucinogens law firm representing entities, governments and individuals in litigation, regulation and compliance, license applications, and entity formation.



By
Steve Schain

Delta-9 tetrahydrocannabinol (THC)” by the CSA and regulations promulgated thereunder by the Drug Enforcement Agency (DEA). Listing it next to heroin as a Schedule I controlled substance having “a high potential for abuse” and for which there’s “no currently accepted medical use in treatment” and “a lack of accepted safety for use” “under medical supervision,” the CSA renders marijuana 100% federally illegal. See 21 U.S.C. Section 812(b)(1).

A clear and user-friendly tool for every step in the supply chain, the Standard’s detail and uniformity ensures that all MRBs follows identical rules keeping the transported Cannabis safe, legally complaint and tracked throughout its journey across the supply chain.

The CSA prohibits marijuana’s cultivation, distribution, dispensation and possession and, pursuant to the U.S. Constitution’s supremacy clause, state laws conflicting with federal law are generally preempted and void. See U.S. Const., Art. VI, cl. 2; *Wickard v. Filburn*, 317 U.S. 111, 124 (1942)(“No form of state activity can constitutionally thwart the regulatory power granted by the commerce clause to Congress”). Those cultivating, processing, infusing, transporting or dispensing cannabis are deemed to be “plant-touching” marijuana-related businesses (MRBs) and subject to the CSA’s onerous penalties.

Despite federal illegality, Delta-9 THC cannabis is legal in

39 American states purchasable in two forms: “medical” (with a state-issued card to treat residents’ statutorily defined “covered medical condition”); or “adult-use” (by anyone over 21 from any state with a valid identification). Cannabis is consumed four ways: “flower” that is smoked; “oils” ingested by vaporizing; “concentrates” consumable after being heated to a high temperature; and “infused” products ranging from eye drops to “edibles” (gummies, mints, brownies, cookies and drinks).

Cannabis products’ “dosage” is measured by milligrams (MGs) of Delta-9 THC ranging from: 1-2.5 MGs “microdose;” 3-5 MGs “low dose;” 10-15 MGs “moderate dose;” 20-30 MGs “high dose;” 50-100 MGs “acute dose;” and 100-500 MGs “macrodose.”

Because the CSA prevents cannabis from being sold outside of each respective legalized-marijuana state and, thus, no “interstate cannabis commerce” can occur, state regulators like the Pennsylvania Department of Health (DOH), and not federal agencies like the Food and Drug Administration (FDA), issue licenses and regulate MRBs.

Hiccup in Cannabis Rescheduling

Despite 39 flourishing state programs and 2025 domestic sales poised to reach \$33 billion, efforts to reschedule marijuana from Schedule I to Schedule III have stalled.

Scheduling or rescheduling substances under the Controlled Substances Act occurs either through: Congressionally enacted legislation; or administrative process initiated by the Attorney General (AG) in conjunction with the Department of Health and Human Services (HHS). The AG generally delegates CSA scheduling authority to the DEA and, following the CSA’s enactment, most scheduling changes have been made by DEA via the rulemaking process.

The CSA rulemaking process involves input from the HHS on scientific and medical matters, an opportunity for interested parties to comment on

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IN BRIEF

« Continued from page 1
between human and machine relationships.

Families have already sued OpenAI and Character.AI, alleging their chatbots provided harmful advice that contributed to teenagers’ suicides. State attorneys generals last month issued a letter to AI industry leaders expressing concern about the risks of chatbots to children.

“Our priority is making ChatGPT helpful and safe for everyone, and we know safety matters above all else when young people are involved. We recognize the FTC has open questions and concerns, and we’re committed to engaging constructively and responding to them directly,”

OpenAI spokesperson Liz Bourgeois said in a statement reacting to the inquiry.

Jerry Ruoti, Character.AI’s head of trust and safety, expressed similar sentiments in a statement.

The other companies included in the investigation did not respond to Law.com’s requests for comment.

The commission voted 3-0 to issue so-called 6(b) authority, which allows the commission to conduct wide-ranging studies that do not have a specific law enforcement purpose.

“I have been concerned by reports that AI chatbots can engage in alarming interactions with young users, as well as

reports suggesting that companies offering generative AI companion chatbots might have been warned by their own employees that they were deploying the chatbots without doing enough to protect young users,” Commissioner Melissa Holyoak said in a statement supporting the inquiry.

In a separate statement, Commissioner Mark Meador called the study “essential” and said chatbots “endorsing sexual exploitation and physical harm pose a threat of a wholly new order.”

The orders to the companies require responses within 45 days.

—Michael Gennaro

Calendar of Events

TUESDAY, SEPT. 16

Federal Bar Council (CLE)
Supreme Court Preview
5:30 p.m. – 7:30 p.m.
Location: Winston & Strawn, 200 Park Avenue
2 CLE credits
<https://fbc.users.membersuite.com/events/a5720928-0078-ce93-f7d9-0b48837b05bb/details>

New York City Bar (CLE)
From The Minds of Mediators: How to Prepare For and Mediate an Employment Law Case
9:30 a.m. - 11:30 a.m.
2 CLE Credits
Registration Link: https://services.nycbar.org/EventDetail?EventKey=_WEB091625&mcode=NYLJ
Location: Zoom
Contact: 212-382-6663 or customerrelations@nycbar.org

New York City Bar (Non CLE)
Visas en Vogue: Threading the Needle of US Immigration Law for Fashion Designers & Models
Panel: 5:15 p.m. - 6:30 p.m.
Fashion Show: 6:30 p.m. - 7:30 p.m.
Reception: 7:30 p.m. - 8 p.m.
In-Person Registration Link: <https://services.nycbar.org/EventDetail?EventKey=FL5091625&mcode=NYLJ>
Location: 42 West 44th Street
Contact: 212-382-6663 or customerrelations@nycbar.org

WEDNESDAY, SEPT. 17

New York City Bar (Non CLE)
Small Law Firm Luncheon The Productive Practice: Streamline and Scale for Solos and Small Firms
12 p.m. - 2 p.m.
In-Person Registration Link: <https://services.nycbar.org/EventDetail?EventKey=SLF091725&mcode=NYLJ>
Location: 42 West 44th Street
Contact: 212-382-6663 or customerrelations@nycbar.org

New York City Bar (CLE)
Introduction to the Surrogate’s Court: Estate Administration
1 p.m. - 4 p.m.; 3 CLE credits
Registration Link: https://services.nycbar.org/EventDetail?EventKey=_WEB091725&mcode=NYLJ
Location: Zoom
Contact: 212-382-6663 or customerrelations@nycbar.org

THURSDAY, SEPT. 18

New York City Bar (Non CLE)
Fall Gathering for Solos and Small Firms
6 p.m. - 8 p.m.
In-Person Registration Link: <https://services.nycbar.org/EventDetail?EventKey=SLF091825&mcode=NYLJ>
Location: 42 West 44th Street
Contact: 212-382-6663 or customerrelations@nycbar.org
America’s Trial: Torture and the

9/11 Case on Guantanamo Bay : A Book Release and Discussion
6:30 p.m. - 8:30 p.m.
In-Person Registration Link: <https://services.nycbar.org/EventDetail?EventKey=MVA091825&mcode=NYLJ>
Location: 42 West 44th Street
Contact: 212-382-6663 or customerrelations@nycbar.org

WEDNESDAY, SEPT. 24

New York City Bar (Non CLE)
vLex Fastcase - Efficient Searching Webinar
3 p.m. - 3:30 p.m.
Registration Link: <https://services.nycbar.org/EventDetail?EventKey=fas092425&mcode=NYLJ>
Location: Zoom
Contact: 212-382-6663 or customerrelations@nycbar.org

THURSDAY, SEPT. 25

New York City Bar (Non CLE)
Law Student Welcome Reception
6 p.m. - 8 p.m.
In-Person Registration Link: <https://services.nycbar.org/EventDetail?EventKey=LSWR092525&mcode=NYLJ>
Location: 42 West 44th Street
Contact: 212-382-6663 or customerrelations@nycbar.org

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Have an event to list?
E-mail the details to pkane@alm.com

Off the Front

Mega-Deals

« Continued from page 1

and investors to make bold, transformational moves in pursuit of long-term strategic growth,” said Sam Newhouse, global vice chair of Latham & Watkins’ M&A and private equity practice.

Latham isn’t the only firm working on big-ticket M&A deals. Kirkland & Ellis ranked as the top M&A legal adviser globally in Q1 2025, advising on deals valued at more than \$100 billion, according to GlobalData, while Goodwin ranked as the number one law firm for global M&A by deal count in H1 2025 according to London Stock Exchange Group data.

“Europe is witnessing a surge in corporate transformation, digitalisation, and sustainability investments, fuelling the appetite for high-value M&A transactions. In particular, Germany’s immense infrastructure investment needs to make a new wave of mega M&A deals increasingly likely,” said Freshfields Hamburg partner Natascha Doll who advises global financial investor clients on acquisitions, disposals and co-investments.

Kirkland and Willkie Farr & Gallagher advised on the acquisition of German pharmaceutical giant Stada which was acquired for €10 billion in early September after an aborted IPO, while Freshfields and A&O Shearman advised on Partners Group’s \$7.8 billion takeover of smart building company Techem, showing that the German M&A market is in healthier state than the flagging overall economy.

“Global financial investors have been positioning themselves for landmark M&A deals for a while, as reflected, for example, in increased interest in Germany’s transmission networks. This may well define market dynamics beyond infrastructure and across jurisdictions.”

The shift marks a return to the conditions of the 1990s and the 2000s. If you don’t remember the deal-making frenzy from the previous decades, here’s a quick refresher on five of the many mega-deals that defined an era. (We’ve excluded state-owned companies for ease.)

1. Vodafone-Mannesman’s \$183 Billion Merger (1999)

Widely seen as the largest deal in modern history, the Vodafone-Mannesman merger is still cited as a landmark transaction. Vodafone had just completed its \$56 billion merger with Airtouch communications (one which was also controversial) when British telecoms giant Vodafone Airtouch launched a hostile takeover of German industrial giant Mannesmann in a deal valued in 1999 at \$183 billion, one

of corporate history’s largest M&A battles at the time.

Mannesmann sought, but failed, to block its former financial adviser, Goldman Sachs, from advising Vodafone due to potential conflicts of interest and Düsseldorf prosecutors took six former Mannesmann board members to court for breach of trust relating to bonuses paid during the takeover although they were found innocent.

Clifford Chance and Linklaters advised Vodafone, coordinating in the U.K. and EU, which threw up multiple antitrust issues. Haarmann Hemmelrath advised Vodafone on German law, with its offices going separate ways in 2005, just five years after the record-breaking transaction.

Mannesmann’s heavyweight legal team included Norton Rose as well as Skadden, Arps, Slate, Meagher & Flom. This was also the deal which brought Freshfields and Bruckhaus Westrick Heller Lober together as colleagues, with the two firms merging a year later as Freshfields Bruckhaus Deringer.

2. AOL & Time Warner’s \$182 billion Tie-Up (2000)

Another blockbuster telecommunications takeover at the turn of the millennium, the merger of pioneering internet provider AOL with entertainment media giant Time Warner, was valued at \$182 billion. But was this a case of corporate hubris combined with the dot-com bubble’s inflated ideas about the internet’s economic value? A decade later, The New York Times and others were asking how the AOL-Time Warner merger went so wrong.

Even AOL’s former general counsel and vice president Randall Boe said the deal was “often mocked as one of the worst pieces of M&A work ever” (although he also defended it).

Cravath Swaine & Moore provided counsel for AOL and Simpson Thacher & Bartlett were the long-term counsel for Time Warner, with the two companies returning to the same firms for their spin off in 2009 at a significantly reduced value. Analysts at Credit Suisse were still on the hook nine years later, eventually paying \$300 million in fines relating to their valuation of the companies.

3. Gaz de France’s \$107 Billion Suez Merger (2007)

In one of the largest European domestic M&A deals of all time, two French energy companies, state-owned Gaz de France (GdF) and private company Suez, merged with backing from France’s then-President Nicolas Sarkozy.

The \$107 billion merger was controversial, with complaints of protectionism and dissatisfaction from France’s unions.

The merger bid was initially proposed as a share-for-share swap, with the private utility Suez effectively acquiring the state-controlled Gaz de France, but Suez’s rising stock price led to a renegotiation.

Linklaters were lead advisers for Suez but the French domestic transaction also saw plenty of work for French law firms. Darrois Villey Maillot Brochier advised Gaz de France and Bredin Prat advised Suez. Gide Loyrette Nouel advised the French government.

4. Vodafone Sells Stake in Verizon Wireless for \$175 Billion (2013)

Vodafone appears repeatedly in the list of top M&A deals, a prime example of the trials and tribulations of telecom giants in the 2010s.

In 2013, the British telecoms firm sold its 45% stake in Verizon Wireless to Verizon Communications for \$130 billion.

Formed as a \$70 billion joint venture in consumer-facing wireless between Vodafone and Bell Atlantic, Bell Atlantic also went through a merger with Atlanta-rival based rival GTE, with the conglomerate being called Verizon and owning 55% in the Verizon Wireless joint venture.

Though the split was described as “amicable” at the time, Vodafone’s stock gradually declined and Verizon appeared to be the clear winner in the divorce.

Slaughter and May and Macfarlanes took the lead role in the transaction. Wachtell Lipton Rosen & Katz and Debevoise & Plimpton were also counsel for Verizon and Simpson Thacher & Bartlett for Vodafone.

5. Dow Chemical and DuPont’s \$130 Billion Merger (2015)

In 2015, Dow Chemical and DuPont merged to form a company valued at about \$130 billion, as they tried to counter falling commodity prices and weakness in key markets for their giant agriculture and chemicals businesses.

The merger was a milestone for BigLaw. Skadden, Arps, Slate, Meagher & Flom, which counseled DuPont, was the first legal adviser to handle over \$1 trillion in announced M&A deals in a single year. Weil, Gotshal & Manges were the primary legal advisers to Dow.

The companies initially named themselves DowDuPont, but in a sign that mergers may not always be among equals, they spun off the material science division as Dow Chemical in 2019, renaming the remaining company as the now-familiar DuPont.

@ James Jackson can be reached at jjackson@alm.com.

Cardozo

« Continued from page 1

law in mind,” Leslie is quoted as saying, according to the program website. “Our legal education program ensures you understand legal principles” and will teach students “to make decisions based on what is legally sound, instead of relying solely on instinct.”

Students will gain a strong foundation in the American legal system as it relates to labor and employment law, including the NLRA, Title VII, ADA and ADEA; practice legal training through real-world assignments like employment contracts, ethics policies and EEOC statements; learn negotiation, mediation and arbitration skills for workplace and legal contexts; as well as tackle HR legal issues, privacy, IP and social media, according to the school’s website.

Courses include Sex and Gen-

der Issues in the Workplace; Social Media, Privacy, and Intellectual Property Issues in the Workplace; Employment Discrimination Law Principles, Conducting Workplace Investigations; and Avoiding Litigation Pitfalls in Human Resources, among others, according to the announcement.

The program will include interactive modules, live virtual discussions and collaborative projects, which offer participation with students immersed in practical learning through role-plays, group work and mentorship opportunities to help students hone legal thinking and communication while learning from Cardozo Law faculty.

Christina Feege, an adjunct professor at the law school, is director of the MSL program, bringing more than two decades of experience counseling and representing employers, according to the school’s website.

Prior to teaching, Feege was

vice president and associate general counsel for L’Oreal USA Inc. for nearly 15 years, according to her LinkedIn profile.

Brian Farkas, partner at Arent Fox Schiff and adjunct professor at Cardozo, will be teaching some of the courses for the MSL.

The 30-credit graduate program is dubbed the “anytime online MSL” since it is delivered entirely online with the degree costing \$36,990 (or \$1,233 per credit), which can be completed in 18 months, according to the website.

“In today’s increasingly competitive job market, this MSL provides a distinct edge,” Danielle Wozniak, vice president for global strategy and business development at Yeshiva University, said in a statement. “It equips professionals with the legal insight needed to lead effectively and drive organizational success.”

@ Christine Charnosky can be reached at ccharnosky@alm.com.

La Lande

« Continued from page 1

equity incentive compensation.

La Lande’s \$10.9 million in Estée Lauder compensation was more than double the \$5.2 million she earned from Kraft Heinz in 2023, her last full year with the company.

La Lande told Law.com a year ago that she left Kraft Heinz, whose headquarters are divided between Chicago and Pittsburgh, to find employment in New York City, where she and her family live.

At Estée Lauder, La Lande succeeded Deirdre Stanley, who stepped down in March 2024 after

four years in the role in order to pursue a “new chapter,” the company said at the time.

La Lande joined Kraft Heinz in 2018. At the end of 2023, the company promoted her from global general counsel and chief sustainability and corporate affairs officer to chief legal and corporate affairs officer.

Before joining Kraft Heinz, La Lande spent 17 years at Gibson, Dunn & Crutcher, where she was a partner and member of its M&A, private equity and consumer retail practice groups.

Kraft Heinz announced this month that it plans to split into two publicly traded companies,

one owning its condiments and sauces and one owning its slowing-growing grocery brands, such as Oscar Mayer and Lunchables.

Kraft Heinz has struggled since Kraft and Heinz merged in a \$45 billion deal in 2015. Company officials hope the split invigorates sales.

79-year-old Estée Lauder is facing its own sales challenges, as rivals gobble up market share in growing markets. The company reported that sales slumped 8%, to \$14.3 billion, in the fiscal year that ended June 30.

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

Litigation

« Continued from page 1

the sort of countercyclical highs that in a classic downturn, a bankruptcy practice would have,” he said in an interview.

“So I think that’s what we’re seeing, among some firms. This is the kind of year where litigation is a significant piston firing within the Big Law firms.”

Tulumello also said there are a “mosaic” of strategies related to litigation investment this year, even just among firms in the top 50. “Some have deemphasized litigation. They think it’s gone down-market, has poor realization, and they want to focus on becoming corporate juggernauts. So we have seen that,” he said. “Some are more opportunistic. They’ll hire one person, because they want a nice name in a high-growth category.”

Conversely, some law firms are trying to become more balanced after the post-pandemic deal boom. “The all-time high in global M&A that was reached in 2021 caused many firms to go all in on investing in greater depth in transactional to handle the demand, and that put some firms in a position of being more overweight than they wanted to be long-term in transactional work,” said Kent Zimmermann, firm management consultant at Zeughauser Group. “And some of those firms are the ones that have most leaned into investing in litigation depth recently.”

Some firms that have been known for their corporate deal work, such as Cooley and Fried, Frank, Harris & Jacobson, have made notable pushes in litigation this year. Cooley pointed to litigation as a particular hotspot in 2024, and has continued momentum this year, adding several litigators from Willkie, Farr & Gallagher and representing Jenner & Block in its case against a Trump administration executive order. Fried Frank was among a group of firms that recently boosted its litigation bench in Washington, D.C., bringing on former federal prosecutor Candice Wong and noting it was “committed to expanding our litigation bench strength and depth across offices.”

Kirkland & Ellis has also made a particular splash on the litigation front in 2025. The firm brought on Ali Brown and a team of litigators from Skadden, Arps, Slate, Meagher

& Flom; opening a Philadelphia office and said it has added more than 100 litigators this year.

Nelson, Mullins Riley & Scarbrough and Morgan, Lewis & Bockius also pointed to investments in product liability litigation this year. Latham & Watkins, too, has made a push to grow in New York and leaned significantly on litigation hires, landing antitrust partner David Marriott from Cravath Swaine & Moore, among others.

While Fried Frank and Weil Gotshal have made a series of litigator hires this year, it’s unclear if other New York-based firms have made similar investments.

Andrew Regan, a top recruiter in New York for Empire Search Partners, said he doesn’t think Wall Street firms are recruiting more or less litigators than usual, but they tend not to hire in large groups anyway. “The Wall Street firms have picked up some people [in litigation] along the way, as is the nature of the top firms. They don’t tend to hire big groups – that kind of goes against the trend of the big Wall Street firms. To the extent people have been hired, it’s been more opportunistic hires than anything else.”

Alisa Levin, a New York-based recruiter, said she doesn’t see firms shying away from litigation. “Some of them aren’t investing as much because they were already there,” she said in an interview, adding some Wall Street firms aren’t necessarily known for being as strong in litigation, but she sees many of them following the same playbook for adding litigators as they do adding dealmakers this year. “They’re looking for people who have established reputations in practices, and obviously business, that will be accretive, and looking for new areas, where they haven’t been as active before,” she said.

Lisa Smith, law firm consultant and a principal at Fairfax Associates, noted that the swath of historically deal-focused, New York City-based firms are less likely to get a boost from the current pattern of demand. “Not that they don’t have litigation. But they’ve been more transaction-heavy, so they’re less likely to benefit from an uptick in litigation,” Smith said.

She noted there’s a billing rate consideration here, too: unless it’s the most significant kind of matter, clients tend to look for lower-priced outside counsel. As Smith noted, “litigation as a whole, in-part because of the process itself being

very labor-intensive, tends to favor firms that are not at the highest rate structures, unless it’s ‘bet-the-company’ [work].”

Counter-Cyclical Period

The reasons for litigation growth demand, firm leaders and industry observers say, are manifold: from standard “countercyclical” economics and long-term increases in class-actions and “big” litigation, to modern novelties like the rise of generative AI and broader scrutiny of industries like tech, health and higher education.

Recent trends, like the Trump administration’s scrutiny of DEI efforts at colleges and universities, as well as antitrust cases and new policies related to big tech companies, as well as the invention and proliferation of artificial intelligence play a part in the demand picture, observers also said. And longer-term growth and dynamics in “big” litigation, like class-actions and multi-district litigation, as well as increased enforcement by state attorneys general, have led to more work over the years too. More firms are also investing in mass torts as high-stakes, bet-the-company matters – involving everything from processed foods and pharmaceuticals to social media and gaming apps – become more varied, more profitable and more interesting.

“Whenever you see pressure on an industry, it leads not only to regulatory investigations, but related litigation,” said Pam Miller, co-chair of the litigation department at O’Melveny & Myers. “You see it in healthcare, you see it in tech – regulatory pressures, state pressures, you’ve got pressures around AI, and all of that is leading to just a hot field, where both the regulatory and litigation work is ramping up.”

Although some describe litigation as “acyclical,” more uncertainty may just lead to more disputes. It also generally leads to more deals being grounded, making the consistency of litigation look like a better bet by comparison. “I think some of it is just relative to transactions,” said Smith, at Fairfax. “It looks better today because transactions have been a little lower than the first six months of the year. It’s hard to know if it’s a long-term trend or a blip or just where things sit right now.”

@ Andrew Maloney can be reached at amaloney@alm.com.

Opinion

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click the blue links of news stories to engage with the substance of their rulings, rather than just the outcomes of cases as described by journalists. Justice Sonia Sotomayor urged Americans to do the same during an interview last week with CBS when pressed to explain her recent dissent in a case.

“Read the opinion” may be a valid instruction where the Supreme Court has taken the time to hold oral arguments and publish its decision in the form of a signed opinion from one justice on behalf of the majority, addressing the arguments of the parties, as well as any dissenting opinions.

However, the Supreme Court has made a series of high-profile rulings in recent cases on its emergency docket that feature little legal reasoning, or sometimes none at all.

Such was the case Monday when the court granted the Trump administration’s request to continue its aggressive immigration crackdown in Los Angeles by using tactics described by rights groups as racial profiling.

Without explanation, the court stayed a district court judge’s decision that U.S. Immigration and Customs Enforcement agents could not use factors such as Latino ethnicity, a Spanish accent and a certain type of employment as the sole bases to carry out an immigration arrest.

The trial judge had said there was a “mountain of evidence” that ICE agents were systematically profiling Latino residents of the Los Angeles area, and ordered them to refrain from those dragnet tactics in the ongoing “Operation At Large” being carried out by the Trump administration.

In an unsigned one-paragraph order, the Supreme Court said only that the Trump Department of Justice’s request to block the judge’s order was “granted.”

The only explanation for the

majority’s decision came in the form of a concurrence from Justice Brett Kavanaugh.

Kavanaugh asserted that immigration policy is best left to the executive branch and credited the administration’s assertions that there are 2 million undocumented immigrants in the Central District of California, or 1 out of 10 people. He added that undocumented immigrants have no “weighty legal interest” in “evading the law” and that legal immigrants’ encounters with agents are “typically brief.”

Ultimately, Kavanaugh wrote, “the balance of harms and equities favors the Government here.”

Notably, no other member of the majority joined Kavanaugh’s opinion, making it unclear whether his was the rationale that carried the day with the court’s remaining conservative colleagues.

The justices have drawn criticism for their lack of explanation in emergency cases. Several lower courts, for instance, have looked on with bewilderment at how to interpret the signals coming from the court’s emergency docket.

“What, if any, guidance can we find in it?” said one U.S. appeals court judge when considering the court’s order allowing Trump to cancel legal status for hundreds of thousands of Central and South Americans living in the United States.

“They’re leaving the circuit courts, the district courts out in limbo,” said another appellate judge in a case about the Department of Government Efficiency’s access to sensitive social security databases, according to a report from Politico. “We’re out here flailing,” the judge reportedly said.

Justice Elena Kagan, who has dissented to many of the court’s emergency docket orders benefiting the Trump administration, expressed sympathy for the plight of lower court judges during a judicial conference over the summer.

“Courts are supposed to explain things,” she said, criticizing the

court’s ruling in McMahon v. New York, which allowed the administration to move forward in slashing the workforce of the Department of Education by more than a third without congressional approval.

“That’s what courts do,” she added.

Kagan wondered about the effect of the decision on further proceedings in the Massachusetts federal district court that had blocked the Trump administration’s downsizing of the department.

“The court that issued that order, what is that court supposed to think?” Kagan said. “Why did we do what we did?”

For his part, Kavanaugh has defended the court’s practice of issuing unexplained interim orders, even as he himself has done more than other members of the conservative majority to shed light on his thinking in cases that arise on the court’s emergency docket.

“There can be a risk, in writing the opinion, of a lock-in effect, of making a snap judgment and putting it in writing, in a written opinion that’s not going to reflect the final view,” he said during a judicial conference in Kansas City over the summer, according to a New York Times report.

Kavanaugh added that the court has “written a lot more than we have in the past” in emergency cases and that he favored “putting some written explanation out there.”

The Supreme Court returns for the start of its 2025-2026 term on Monday, Oct. 6.

@ Jimmy Hoover can be reached at jihoover@alm.com.

Letters Welcome

The Law Journal welcomes letters from its readers for publication. They should be of reasonable length and submitted with the understanding that all correspondence is subject to the editorial judgment of the newspaper. Letters may be e-mailed to Andrew Denney at adenney@alm.com.

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Expert Analysis / Outside Counsel

Prenups

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presented—e.g., in *Schlosser* the court clearly felt that it was unfair to saddle the husband with the debt incurred in acquiring the asset and to allow the wife to walk away with the entire sales proceeds without satisfying that debt.

On the heels of *Schlosser*, the Appellate Division, Second Department, decided *McEvoy v. McEvoy*, 219 A.D.3d 1513 (9/27/2023), which highlighted a circumstance in which a waiver of spousal maintenance would be held unconscionable, particularly when coupled with provisions stating that marital property would only be created if marital earnings were deposited into a joint account or if property were titled in the joint names of the parties.

Five years into the marriage, the wife suffered a stroke, having ceased working and after first becoming a stay at home parent following the birth of the first of the parties’ two children early in the marriage.

Noting that an agreement which may not have been unconscionable at the time of its making may nevertheless become unconscionable at the time that a final judgment of divorce is entered, the court held that the wife had sustained her burden of proof because she received no benefit from the prenuptial agreement, since no marital assets were created during the marriage, and under the agreement’s terms she had relinquished all claims to property or earnings titled in the husband’s sole name.

In addition, “enforcement of the agreement would result in the risk of the [wife] becoming a public charge, as she had recently suffered a debilitating stroke, had been unemployed since the birth of the parties’ first child, and would be left largely without assets, while the [husband] would retain approximately \$942,000 in assets and continue to earn approximately \$190,000 per year * * *.”

Thus, the wife was awarded \$34,631.28 per year for spousal maintenance and \$2,885.94 per month for child support, plus 80% of the children’s add-on expenses for the then eight and four year old children.

This decision is consistent with the requirements of Domestic Relation Law (DRL) §236B(3) requiring that a marital agreement be “fair and reasonable” at the time of its making and with respect to spousal maintenance “not unconscionable” at the time of entry of a final decree of divorce.

Later in 2023, the Third Department decided *Gaudette v. Gaudette*, 222 A.D.3d 1313 (Third Dept. 12/28/2023) involving an appeal by a husband from the denial of his motion to enforce the parties’ prenuptial agreement and from a post-trial order providing for equitable distribution of their marital property.

The court below had found that the terms of the prenuptial agreement were “vague and undefined,” which “rendered the agreement void.” Despite that ruling the husband continued to argue at trial for a division of the marital property in accordance with the prenuptial agreement.

The Third Department held that the lower court should have permitted the introduction at trial of extrinsic evidence to “attempt to ascertain the parties’ intent” due to the ambiguities in the agreement and that voiding the agreement as essentially “meaningless” was a “last resort.”

The order setting aside the prenuptial agreement was reversed and the case was remanded to the trial court for further proceedings in accordance with the decision of the Third Department.

Here, again, the lack of specificity in the terms of the agreement was the flaw that fueled the litigation; even with that lack of specificity, however, the Third Department was reluctant to throw out the agreement altogether without further inquiry, underscoring New York’s preference for allowing parties to order their own affairs.

At issue in *Almountaser v. Abdo*, 225 A.D.3d 651 (Second Dept. 2024), decided last year, was an Islamic Mahr agreement that was attached to the parties’ marriage license from Yemen where they had been married 15 years prior to the commencement of the divorce action. A Mahr agreement provides “in accordance with Islamic law, that the husband will pay to the wife a specified sum in the event of a divorce.”

The husband claimed “that the Mahr agreement resolves all issues concerning equitable distribution, maintenance, and counsel fees.” The wife claimed otherwise. Each party submitted differing translations of the Mahr agreement, and the husband moved for summary judgment dismissing the complaint to the extent that it sought awards of equitable distribution, maintenance and counsel fees.

The Appellate Division affirmed the lower court’s denial of the husband’s motion, noting that neither translation of the Mahr agreement contained “an explicit waiver of equitable distribution, maintenance or counsel fees * * *.” This is yet another example of the absence of specific agreement language undercutting a proponent’s arguments regarding a prenuptial agreement.

In *Block v. Block*, Sup Ct. Suffolk County, NYLJ 5/9/2024, Justice Valerie M. Cartright addressed a wife’s attack on the validity of the parties’ 12 year old prenuptial agreement because the spaces for the date of the acknowledgement had not been filled in by the subsequently deceased notary, although the month and year had been specified, and because the agreement was “manifestly unfair, the product of overreaching and unconscionable.”

Both parties testified that each of them had signed the agreement

prior to the marriage and acknowledged it in the presence of the notary. At the outset of her decision, Cartright denied that part of the wife’s summary judgment motion which had been based on the notary’s failure to fill in the date as insufficient to vitiate the agreement.

The court then went on to analyze the agreement in light of the wife’s other attacks, finding, among other things, that the agreement unfairly protected from equitable distribution all of the husband’s

The order setting aside the prenuptial agreement was reversed and the case was remanded to the trial court for further proceedings in accordance with the decision of the Third Department.

assets (which were much greater in value than the wife’s) without affording the wife’s significantly lesser assets the same protections; that the wife was unrepresented by counsel with respect to the agreement which had been prepared by the husband’s attorney; that the schedule of the husband’s assets appended to the agreement did not assign specific values to each asset while indicating that total value of his premarital assets were “worth more than [\$1 Million]”; and that two significant assets of the husband were not listed on his schedule.

Cartright found the agreement to be the product of overreaching in that the husband “failed to persuade the court that no deception was practiced, no undue influence was used, and that all was fair, open, voluntary and well understood on the part of the [wife].”

In addition, the justice found that the agreement was unconscionable because, while affording the wife no ownership interest in the husband’s business, the agreement additionally classified the husband’s business income as his “separate property” and rendered it unavailable for spousal support purposes. Thus, *Block* is another example of a court looking at the “fundamental fairness” of the agreement and finding it wanting.

In *Kirshner v. Kirshner*, 228 A.D.3d 923 (Second Dept. 6/26/2024), the parties had entered into a prenuptial agreement which provided that upon the occurrence of a separation event “all marital property, including the increase in value of the [husband’s] separate property retirement accounts, shall be equally divided between the parties.”

The prenuptial agreement defined a “separation event” as “the commencement of an action or proceeding by either party which seeks a divorce” or “the voluntary separation of the parties for a period of not less than 90 days.”

The trial court valued the husband’s retirement accounts as of the date of the action’s commencement and divided them accordingly. On appeal, the wife argued that she should have been awarded one-half of the appreciation in the value of those retirement accounts which

had accrued following the commencement of the action.

The Appellate Division, Second Department, held that the trial court properly valued the retirement accounts as of the date of commencement based upon a “practical interpretation” of the prenup’s language as gleaned from its four corners “so that the parties’ reasonable expectations are met. [citations omitted]”

Thus, because the language of the prenuptial agreement referred

to the occurrence of a “separation event” for equally dividing the increase in value of the husband’s retirement accounts, both the trial court and the Appellate Division utilized the date of commencement of the action for purposes of valuing the wife’s share of the husband’s premarital retirement assets as reflective of the plain meaning of the language employed in the parties’ agreement.

Early this year, a husband was granted partial summary judgment vacating the portion of a prenuptial agreement containing a waiver of spousal maintenance in *J.M. v. G.V.*, 225 N.Y.S.3d 859 (Sup. Ct. Kings County 1/2/2025).

The parties in that matter had been married just shy of five years at the time that the wife commenced her divorce action. Seven days prior to their wedding, the husband signed the prenuptial agreement at the office of the wife’s attorney.

The husband was not represented by counsel, and he did not have an attorney review the agreement before he executed it. He claimed, among many other things, that the wife “assured him” that the prenuptial agreement was designed to protect as separate property the assets that each of them owned at the time of the marriage.

The husband sought summary judgment setting aside the prenup as “unconscionable, fraudulent and/or the result of overreaching.” Citing several precedents, Justice Jeffrey Sunshine noted that “[d]espite the presumption that a duly executed written instrument which was deliberately prepared by the parties manifests their true intentions (* * *), an agreement between prospective spouses can be set aside where if the party challenging the agreement demonstrates that it was the product of fraud, duress, overreaching resulting in manifest unfairness, other inequitable conduct.”

On the issue of the husband’s lack of representation and his claim that he was “deprived of the advice of independent counsel when negotiating and executing the prenuptial agreement,” Sunshine noted the provisions of that agreement which indicated that he had been afforded

the chance to retain counsel and that he had waived that right, as well as the provisions which noted that the parties had been afforded the opportunity to think about the agreement prior to signing it, and acknowledging that they were entering into the agreement “freely and voluntarily.”

The court also noted precedents holding that “threats to cancel the wedding” did not constitute a “sufficient” basis to reach the level of overreaching and duress to set aside an agreement when “standing alone.”

After an in depth analysis of the provisions of the prenup relating to separate property, Sunshine found that “the clear and unambiguous language” of the prenuptial agreement demonstrated the parties’ intent to retain as their separate property those assets designated as separate and not subject to equitable distribution by their agreement.

Further, even though the agreement permitted the wife who was the wealthier spouse to retain a greater share of assets that would otherwise be marital assets without such an agreement, “the circumstances surrounding the execution of the agreement disclose[d] no issue of fact as to whether there was overreaching,” and, therefore, there was no reason for the court decide whether the terms of the agreement were “manifestly unfair on [that] basis.”

Sunshine then turned his attention to the issue of “unconscionability,” and held that the provisions as to assets were not unconscionable under existing case law.

However, the court then went on to hold that the waiver of spousal maintenance was unconscionable because of the agreement’s “failure to provide the full presumptive calculation of the amount of maintenance that would be waived, to a self-represented spouse-to-be” because that was not a “knowing waiver.” Citing to *Spiegel v. Spiegel*, 206 A.D.3d 1178 (Third Dept. 2022), Sunshine focused on the fact that the agreement did not contain the calculations required by DRL §236B (5-a) with respect to temporary maintenance nor the calculations required by DRL §236B (6) as to the presumptive amount of post-divorce maintenance.

In doing so, he noted that the statute’s intent was to “ensure that unrepresented [parties] who do not have the benefit of legal counsel have a full and fair opportunity to know what they may be entitled to under the maintenance guidelines statute in the form of an explicitly articulated sum. Only after such an articulated sum is detailed can a self-represented party or parties make a ‘knowing waiver’ of that right. Without an expressly articulated sum resulting from the statutory calculation, any ‘waiver’ by a self-represented [party] is, pursuant to the statute, not knowingly made.”

Therefore, the court granted the husband summary judgment on this issue.

To a certain degree, Sunshine leaves us to speculate about whether his decision was the result of an effort to achieve fundamental fairness or simply one which turned on the technical deficiencies of the parties’ prenuptial agreement.

Readers of this column are strongly urged to review in detail the entirety of Sunshine’s decision in *J.M. V. G.V.* to obtain deeper insight with respect to his analysis of the facts and his application of the law in that case because the factual circumstances described by the court are not uncommon in the world of prenuptial agreements.

Finally, in *Dwyer v. Dwyer*, 235 A.D.3d 489 (First Dept. 2/18/2025), the First Department address a husband’s appeal from an order granting the wife’s cross-motion to fix the asset valuation date for equitable distribution purposes as Aug. 10, 2023, in an action that had been commenced more than ten years earlier on Aug. 1, 2013.

The parties’ prenuptial agreement “set a trigger event for determination of the parties’ interest in appreciation in value of premarital separate property as of the date of the parties’ separation or pending divorce . . .”

Noting that the intent of the parties to a clear and unambiguous agreement “should be determined from what is expressed in writing [citation omitted],” the Appellate Division reversed the court below, while recognizing that “this will likely result in a greater financial disparity than if the trigger date was the date set by the motion court, ‘any such inequality is simply not a basis for vitiating [the parties’] freely-negotiated agreement.’”

Therefore, the Appellate Division set the ‘operative date’ as the date on which the husband had filed this action for a divorce.

Because the terms of the prenuptial agreement were sufficiently specific and devoid of ambiguity, implicit in the Appellate Division’s determination was the view that the parties knew what they were agreeing to with respect to a valuation date regardless of whether with the passage of time one might view their deal as fundamentally unfair to the non-titled spouse where a divorce litigation has dragged out for more than a decade when the values of holdings in almost every asset class have substantially increased.

Following the concept discussed in the above cases regarding the need for specificity, because the parties here were quite specific in their prenuptial agreement about the valuation date to be utilized in the event of a divorce, the court upheld their agreement in that respect.

The lessons in all of these cases for both Taylor Swift and Travis Kelce is that any prenuptial agreement must be carefully composed, not legally unfair or incomplete, specific as to its terms, and not the result of fraud, deceit, overreaching or coercion. Otherwise, *Bad Blood* will be the end result if the planned marriage goes awry.

Cannabis

« Continued from page 4

proposed regulations, and a final decision on the record by the DEA, subject to possible judicial review. Pursuant to the Controlled Substance Act, the DEA “schedules” drugs from most perilous—Schedule I—to least harmful—Schedule V—based on three factors: potential for abuse: how likely is this drug to be abused; accepted medical use: is this drug used as a treatment in the United States; and safety and potential for addiction: is this drug safe, how likely is it to cause addiction and, if so, what kinds of addiction?

Marijuana’s impending reclassification from Schedule I to Schedule III should enhance the valuation of an industry beset by a lack of investment capital, a mishmash of 39 conflicting regulatory bodies, and a plethora of operational challenges. For example, due to being listed on Schedule I, Section 280E of the Internal Revenue Code denies state-legal MRBs any tax deduction or credit other than “cost of goods sold.” See 26 U.S. Code Section 280E (1982).

Federal marijuana rescheduling is presently in a holding pattern with no movement in sight. Specifically, after being instructed by President Joe Biden in October 2022 to review cannabis’ scheduling, in August 2023 HHS recommended to the DEA that marijuana be transferred to Schedule III based on its scientific and medical evaluation using a new, two-part inquiry to establish Marijuana’s “currently accepted medical use” under the Controlled Substances Act.

Although the Justice Department confirmed that HHS’ two-part test was sufficient to establish cannabis’ “currently accepted medical use” and the AG issued a proposed rule moving marijuana from Schedule I to Schedule III, the December 2024 scheduled hearings have been repeatedly “postponed” with the current administration providing no guidance on a path forward.

ASTM Overview

Without the benefit of the FDA, DEA and USDA’s collaborative developing and validating of cannabis specific methods, all jurisdictions have launched respective regulations lacking cross-validation

and creating inconsistencies that impose safety and security challenges to consumers and operational obstacles to MRBs. Until removed from the CSA’s purview, the best hope of creating domestic and international uniformity in

The Standard encompasses personnel security measures and qualifications, physical security, security documents and records, and technical security.

cannabis regulation, and achieving industrywide stability, is the ASTM.

A not-for-profit, nongovernmental organization with over 120 years of experience, the ASTM has developed and published 13,000 technical standards for a wide range of materials, products, systems and services. The ASTM’s Committee D37 issues standards for cannabis and its products and processes addressing cultivation, quality assurance, laboratory considerations, devices, packaging and security.

D37 is comprised of 16 subcommittees tasked with developing standards ranging from “Indoor and Outdoor Horticulture and Agriculture” to “Security and

Transportation.” With its multidisciplinary approach, and 900 members sourced from 30 countries (including each of the 39 states with legalized cannabis programs), the ASTM’s Committee D37 has already issued 30 uni-

form standards applicable to both mature and developing cannabis jurisdictions.

ASTM’s Cannabis Transportation Standard

Drafted and revised over two years incorporating more than 60 technical comments, ASTM’s just-issued cannabis transportation standard provides a clear, flexible and comprehensive framework for secure, compliant, and verifiable high-THC transportation throughout cannabis’ supply chain.

Geared at maintaining the integrity and legality of cannabis products during transit, preventing potential diversion and pro-

tecting the safety and security of people and currency, the standard encompasses personnel security measures and qualifications, physical security, security documents and records, and technical security.

Specifically, the standard breaks out the to-be-deployed specific transportation security measures into three areas commensurate with the value of the transported assets and level/types of threat imposed: physical; technical; and administrative. See Section 1.4, cannabis transportation standard.

To clarify the nuanced and highly specialized cannabis transportation and security realm, “Terms Specific to This Standard” definitions are provided including: “auto-firing re-locker;” “chain of custody;” “dual-locked storage container;” “intrusion detection system (duress code, ambush alarm or panic alarm);” “global positioning system;” “personal protective equipment;” “sally port” and “signal receiving center.” See Section 3.2, cannabis transportation standard.

Forming a playbook instructing both established and newer MRBs on how to safely and legally move

high-THC products and providing regulators with workable guidelines for monitoring licensees’ transportation, the standard is substantively broken out into “Significance and Use,” “Procedure,” “Qualification Requirements,” “Maintenance Requirements,” “Recording and Notification” and “Record Retention” sections. See Sections 4, 5, 6, 7, 8 & 9, cannabis transportation standard.

A clear and user-friendly tool for every step in the supply chain, the Standard’s detail and uniformity ensures that all MRBs follows identical rules keeping the transported Cannabis safe, legally compliant and tracked throughout its journey across the supply chain while its flexibility allows modification by regulators to adjust to their respective medical or adult use cannabis market needs.

Further, through promoting lawful trade, transparency, and worker safety in the cannabis supply chain, the standard supports United Nations Sustainable Development Goals 8 (Decent Work and Economic Growth) and 16 (Peace, Justice, and Strong Institutions) and helps reduce the risk of legal cannabis diversion into illicit markets.

bank withdrawals or changing title to a home or neglect.

Protective Action

An attorney may consult individuals or organizations that might be able to protect the client. Even though such contact would require the attorney to disclose information that would otherwise be confidential, such disclosure is impliedly authorized under Rule 1.6(a). If there are no helpful resources, only then the attorney may seek guardianship.

A guardianship proceeding can take away certain rights from the client. Therefore, it is to be pursued only as the last alternative,

the least restrictive alternative, and must be supported by a reasonable basis.

Conclusion

The best protection an attorney can offer is to suggest that the client plan ahead, before diminished capacity. Strategies can be implemented that comport with the client’s wishes as to decision making if they lose capacity in the future and help prevent the need for judicial intervention.

This could include ensuring that appropriate documents such as powers of attorney, health care proxies, and trusts are in place.

Guardianship

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Determine Capacity

The lawyer must have a reasonable belief that the client lacks capacity and base that conclusion upon a thorough investigation. There are well recognized standardized cognitive tests used in the medical field like the Mini Mental Status Exam and the Montreal Cognitive Assessment.

Though lawyers are not trained to make clinical decisions, a familiarity with the

exams is helpful to an attorney’s understanding of the categories being tested such as grooming, memory, and delayed recall. Counsel must make a determination of the client’s ability to receive information, weigh the risks and benefits, and express their conclusion.

However, capacity is not a binary concept. Diminished capacity covers a spectrum from mild to severe and it is decision specific. A client may have the capacity to make a will but lack the capacity to enter into a contract.

Diminished capacity may not be permanent. Some conditions, such as a stroke or traumatic brain

Diminished capacity may not be permanent. Some conditions, such as a stroke or traumatic brain injury, may improve over time.

injury, may improve over time.

Attorneys should pay attention to the time of day that they interview a client with diminished capacity. Some individuals experience “Sundowning Syndrome.” The client may be alert in the morning but become confused later in the day. Counsel should consult with professionals such as psychiatrists or psychologists or geriatric care managers.

Document Risk

Filing a guardianship petition against a client is exceptional and can be justified only if the client is at risk of substantial physical, financial, or other harm unless action is taken. Therefore, it is essential that the risk be well documented, as it is the basis for the attorney to intervene. This documentation could include unusual

Court Calendars

First Department

APPELLATE DIVISION

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

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

MONDAY, SEPT. 15

9:30 A.M.

808881/24 Valerio v. Perez

TUESDAY, SEPT. 16

11:30 A.M.

817949/24 Hudson v. Metropolitan Transportation Authority

WEDNESDAY, SEPT. 17

10 A.M.

652857/24 BH EJ Core v. Core Global Holdings

FRIDAY, SEPT. 26

11 A.M.

150359/25 Feigen v. Hamill

WEDNESDAY, OCT. 8

10 A.M.

656443/22 Bank of Utah v. Aboughazale

652387/22 Board of Managers v. World-Wide Holdings

FRIDAY, OCT. 24

9:30 A.M.

153055/23 McGeehan v. 14th Street HK Realty

CALENDAR FOR THE SEPTEMBER TERM

TUESDAY, SEPT. 16

2 P.M.

184169 People v. Reynaldo Andino

242801 Solis v. City of NY

247379 B., Christine v. Antonio G.

247203 Sanchez v. 1562 Thierot Ave

245008 Julien Farel, LLC v. Stove Properties

246181(1) People v. Jeremiah Martinez

246135(1) People v. Jeremiah Martinez

245778 Fine Creative Media v. Barnes & Noble

252604 Green Tree Servicing v. Rivera

250490 People v. Romeo Carrion

250021 People v. Jose S.

247161 Homelink Int'l v. Law Offices of Sanjay Chaubey

246580 V., Gloria v. Karen P.

247072 Emeagwali v. Dept. of Educ. of City of NY

247129 Fernandez v. Sukhdeep

252524 People v. Jorge Louis

252532 People v. Chad Hooks

244756(3) Ali Baba Hotel v. Prose

252532 Freedom Care v. NYS Department of Health

25874 People v. Eligio Orellana

242920 Acededo v. Citibank

247915N Wayman v. CPE Housing Development

253732N NYS Division of Housing v. Zara Realty

WEDNESDAY, SEPT. 17

2 P.M.

195343(1) People v. Brahamia Djalo

245969 Spring Scaffolding v. Krall

251203(1) W., Duanxi v. Duanying W.

246088 Ahsanuddin v. Addo

251604(2) 437 West 36th Street v. ZDJ W 37 LLC

244525(2) Rosenblum v. Treitler

236436(1) People v. Anthony Balaguer

254439(1) People v. Anthony Balaguer

242157(2) Cuomo v. Jams, Inc.

252569 Mirza v. College of Mount Saint Vincent

245122 Eisner v. Posillico Civil

235792 K., Dorell v. Dalee L.

241428 People v. Steven McEnaney

202163 People v. Jose Matias

244653 Emissions Reduction v. MCloud Technologies

246476 McGrane-Mungo v. Dag Hammarskjold Tower

244577 Dluzen v. Equinox Group

194665 People v. Cristian Compres-Moreno

241718 People v. Josian Normil

244821 People v. Joel R.

245468N Commonwealth Land v. Sky Abstract

246864N Naramore v. Mount Sinai Health

253052N Owens v. MTA

THURSDAY, SEPT. 18

2 P.M.

241981 People v. Chonkey Chance

251288 Nuru v. WV Preservation

245408 M., Peter v. Fezeka G.

245202 Ovalle v. Church Street Construction

244715 Pallero v. Romero

232655(1) People v. Andre Morris

232690(1) People v. Andre Morris

25798 ARC NYWWPJ001 v. WWP JV

2424218 Murillo v. Downtown NYC Owner

201196 People v. Derrick Harris

257 A., Emmanuel v. Evelyn G.

244317(2) Gedula 26 v. Lightstone Acquisitions

243145 Bank NY Mellon v. Kim

247555 Brevet Direct Lending v. Aprio LLP

225204 People v. Alvin Brown

224915 People v. Norman Cronney

236788 413 East 187 Holdings v. NYC Dept of Housing

243203 Black v. City of NY

231032(1) People v. Markuise McGrier

232676 People v. Junior Zorrilla

244460N Shanghai Yongrun Investment v. Kasht Galaxi

25378(3) NGrace v. Sabal

246859N Bey v. City of NY

TUESDAY, SEPT. 23

2 P.M.

194847 People v. Orlando Correa

245581 Amtrust North America v. Insurance Specialty

251414 M., Darryl v. Shaniqua D.

25542 Lee v. Jay Housing Corporation

242844 Cerdia v. Cdonia W71

212475 People v. Carlos Guzman

201659 People v. Luis Sastre

246871 Gomez v. Thomas

236557 J.N., an Infant v. Strong

241177 Adnan v. Sy

171547 People v. Kenneth Ferguson

24469 People v. Jaytiewon Braxton

244927 Lopez v. Rodriguez

244087(2) Thorobird Grand v. M. Melnick & Co.

254054 State of NY v. Tyrone N.

231875 People v. Elijah Santiago

244306 Nunez v. Turbo, Inc.

243780 People v. Sterling Wade

235751 People v. Andre Seda

224809(1) People v. Liz Thompson

244359 Metropolitan Property v. Pentair Residential

245245N Charlton v. 92 Pinehurst Avenue

25244N ARK292 v. Archdiocese of NY

WEDNESDAY, SEPT. 24

2 P.M.

20/997 People v. Brian Gutierrez

234993(2) 600 Associates v. Illinois Union Insurance

246686 D., Luelin

242494 Wadsworth Associates v. NYS Division of Housing

253876 Doe v. Archdiocese of NY

193817 People v. Nicole Fields

233512 People v. Shaquille Dinkins

242444 Uno a Brokeage v. Inshur, Inc.

243645 Brito v. City of NY

20300 People v. Daniel Newell

243875 Gonzalez v. City of NY

243068(2) Gu v. Ji

246343 People v. Lamar Withall

243125 People v. Yusef Brown

241759 Best Work Holdings v. Ma

224342 People v. Vadim Shilman

231682 People v. Willie Santos

242903 Trzuskot v. Johnson

23571 People v. Javier Rosario

245803(1) Molner v. Molner

257799(1) NMolner v. Molner

247867(6)N Cohn v. RTW Retailwinds Acquisition

263632N N47 Associates v. Jemso Realty

THURSDAY, SEPT. 25

2 P.M.

24219 People v. David Young

242453 Lewis v. Ganesh

242022 P.B., Children

25697 Rivera v. ShopRite of Bruckner

247923 Elberg v. International Bank of Chicago

194979 People v. David Rivera

243834 People v. Pharaoh Holmes

23122 Edwards v. NJ Transit

244524 National Community v. Midtown Coalition

245438 670 River Realty v. NYS Division of Housing

245626 People v. Tariq Goudbourne

222962 People v. Brandon Holley

246287 White v. Turitz

224917 People v. Melissa Concepcion

233553 People v. Franklin Cabrera-Fernandez

246313 383 W. Broadway Corp. v. Tax Commission

243063(2) 383 W. Broadway Corp. v. Solomon

251239 Dorilton Capital Management v. Stilus LLC

24565 People v. Peter Shoshers

213101 People v. Precila Smith

251064(1)N Phillips v. Uber Technologies

243607(1)N Phillips v. Uber Technologies

244110N Board of Managers v. 16EF Apartment

APPELLATE TERM

60 Centre Street

Room 401

10 A.M.

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

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

254439(1) People v. Anthony Balaguer

242157(2) Cuomo v. Jams, Inc.

252569 Mirza v. College of Mount Saint Vincent

245122 Eisner v. Posillico Civil

235792 K., Dorell v. Dalee L.

241428 People v. Steven McEnaney

202163 People v. Jose Matias

244653 Emissions Reduction v. MCloud Technologies

246476 McGrane-Mungo v. Dag Hammarskjold Tower

244577 Dluzen v. Equinox Group

194665 People v. Cristian Compres-Moreno

241718 People v. Josian Normil

244821 People v. Joel R.

245468N Commonwealth Land v. Sky Abstract

246864N Naramore v. Mount Sinai Health

253052N Owens v. MTA

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 Capitti: 355 (60 Centre)

11 Frank: 412 (60 Centre)

12 Stroh: 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: 325 (60 Centre)

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)

COURT NOTES

INDIGENT LEGAL SERVICES BOARD

Meeting To Be Held on Friday, Sept. 19

Notice is hereby given that the Indigent Legal Services Board (ILSB) will be holding a regular meeting on Friday, September 19, 2025, at 11:00 AM. The meeting will be held at the Association of the Bar of the City of New York, located at 42 West 44th Street, New York, New York.

The meeting will also be available by videoconference and recorded for public viewing. After the meeting is over, ILS will post on its website (https://www.ils.ny.gov/) an announcement about the meeting with a link to a recording of it. Those interested in attending can obtain instructions for the WebEx meeting by emailing Liah Darlington (liah.darlington@ils.ny.gov).

NEW YORK CIVIL COURT

Housing Part

Court Seeks Applicants for Housing Court Judgeships Application Deadline is Nov. 6

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

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

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

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

THE BRONX COUNTY

Surrogate Court

Court is Accepting Applications for Deputy Public Administrator

Application Deadline is Sept. 18

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

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

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

650323/25 Abisera Inc v. Tlc USA
653400/25 Adler Hldgs. II v. Jacobs
151211/25 American Express Nat.

Bank v. Rafferty
656948/21 Anetek, Inc. Et Al v.
Goldfarb
153620/17 Barker v. NYC
158388/25 Beatty Law v. NYC Et Al
154088/21 Bogusz v. Tishman
Const. Corp. Et Al

151897/25 Calle v. Legacy Yards
Tenant Lp Et Al
158146/20 Catherine Montgomery
v. 215 Chrystie LLC.

154401/24 Cfs Enterprises, Inc.
D/b/a Cfs Steel Co. v. 726 Eighth
LLC Et Al

157354/19 De Souza v. Hudson
Yards Const. Et Al

150355/24 Diaz-Armenta v.
Ramberan

150909/25 Doe v. Archdiocese of NY
Et Al

952256/23 Drwyer v. Wasser

101336/23 Gasty v. Gocke Capital
Et Al

155910/25 Hassan General
Contracting Corp. v. 224 - 30
Eighth Ave LLC Et Al

159081/25 In The Matter of The
Application of Francisco Javier
Sanchez Umana v. NYC Dept. of
Health And Mental Hygiene

156579/24 Jacinto Carvente v. Team
Properties LLC Et Al

659255/24 Jpmorgan Chase & Co.
Et Al v. Liberty Mutual Fire Ins.
Co. Et Al

650801/24 Kranjac v. Kranjac
654538/19 Lazar v. Mor

156516/25 Lewis v. NYC Et Al

190127/23 Linde v. Charles B.
Chrystal Co., Inc Et Al

151251/18 Littman v. Seaver Rity.
LLC

154162/25 M. v. Lawn Club NYC Et
Al

157013/24 Mamilovich v. 711 Fifth
Ave Principal Owner LLC Et Al

152636/22 Marr v. Alpha Electronic
Alarm, Inc. Et Al

152041/23 McDaniel v. The
Associated Biobinding Dev.
Fund Corporation

190119/23 McDonald v. A.O. Smith
Water Prods. Co Et Al

652560/25 McGlynn Hays & Co. Inc.
v. Falcon Properties Inc. Et Al

652628/24 Meteora Special
Opportunity Fund I v. Ocean
Biomedical, Inc.

654647/23 MF1 2022-F19 LLC v.
Haikins

153171/18 NYCTL 2017-A Trust And
The v. 104-106 West 132 St.

156235/25 Odysseus NY LLC v.
Rosenfield

152120/21 Palmer v. Oracle
Advisory Services LLC Et Al

157632/22 Paucias - Flores v. 301
East 87th St. Owners, Inc. Et Al

452348/25 People of The State of
NY v. Dibona Online LLC

452349/25 People of The State of
NY v. Frederick Expert LLC

452347/25 People of The State of
NY v. Real Estate 425 LLC

162439/14 Perez v. Church of The
Incarnation

153443/25 Raikos v. Kellman

156192/25 Ramos v. Tishman

150123/24 Rance v. Loreal USA, Inc.
Et Al

100506/23 Raymundo Grand Hodge
v. NYC Et Al

150386/24 Riabov v. NYU Hosps.
Center Et Al

157601/21 Ricci v. Discover Bank Et
Al

652234/25 Robinson v. Pearl Delta
Funding LLC Et Al

154644/24 Rock Creek Capital v.
Pfaner

158614/24 Rodriguez v. Huntington
Union Free School Dist.

156560/25 Schuster v. Deckoff

151136/21 Smartmatic USA Corp. v.
Fox Corp.

155317/25 State Farm Mutual
Automobile Ins. Co. v. Salisbury

650650/24 Stobie Creek
Investments v. S3 Partners

654445/25 Straten Lending Group v.
Everest Consolidator Sponsor

160948/19 Subway Real Estate LLC
v. Majumder

654741/25 T-Mobile USA, Inc. v.
Broadcom Inc. Et Al

651544/23 Tiffany And Co. Et Al v.
Lloyd's of London Syndicates 33

155304/25 Timeless Funding LLC v.
Lbu Franchise Corp. Et Al

653557/25 Trust Equipment
Finance Corp. v. Tebele

654262/25 Tsla Capitals v. Atl Funds

805063/23 Urena v. The NY And
Presbyterian Hosp.

154432/25 Waverly Real Estate LLC
v. Chen

850222/25 Wells Fargo Bank v.
David Herzog LLC Et Al

151251/19 Wengui v. Baosheng

**E-Filing
Submission Part**

**Adjourned for
Working
Copies Part**

Part 1

Justice Adam Silvera
60 Centre Street
Phone 646-386-3722
Room 300

MONDAY, SEPT. 15

452590/14 Alonzia v. NYC

453876/21 Arnold v. The Board of
Education of NYC And/or The
Dept. of Education of NYC

451589/16 Berg v. NYC

159006/17 C. v. NYC

156493/17 Campos v. NYC

156940/16 Cuffe v. NYC

451484/21 Eren v. NYC

152960/20 Giunta v. Forge
Restaurant

155323/21 Goltzman v. NYC

151324/18 Guerra v. NYC

450949/19 Isabel Alvarez v. NYC

450747/19 Jackson v. NYC

159964/13 Javaheri v. Dept. of
Education

400286/14 Moore v. NYC

162107/19 Onefour v. NYC

157058/20 Ramirez v. NYC Dept. of

156189/19 Talano v. NYC

158626/20 Tonkin v. NYC

TUESDAY, SEPT. 16

160931/21 Brown v. Gaia 416 West
52nd Street (owner)

453196/17 Carvajal Perez v. Kew
Gardens Dev Corp.

950246/20 D'Arbanville v. The
Church of The Village F/a Et Al

161403/18 Dykes v. 13-17 Laight NY
LLC

951171/21 Kardaras v. Riverside
Church in The City of NY D/b/a
Riverside Church Et Al

950088/20 McClelland v. NYC Et Al

652840/22 Silver v. B & H Foto &
Electronics Corp.

950267/20 Walker v. Riverside
Hawks A/a

Part 2

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

MONDAY, SEPT. 15

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

651383/23 Ck2 v. Shapiro

656327/17 Poke King Corner, Inc. v.
578 Ninth Ave. Associates

159819/21 Pv 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. New Horizon
Surgical Center LLC

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
656327/17 Poke King Corner, Inc. v.
578 Ninth Ave. Associates

TUESDAY, SEPT. 16

651345/23 118 St. Marks Rity. Corp.
v. 118 St Marks LLC Et Al

657073/21 1450 B-way. LLC v.
American Pipe & Tank Lining
Co. Et Al

654389/22 16 East 40 Rity. LLC v.
Struck

656341/1980 Second Rity. LLC v. 80
Second Ave. Owners Corp.

151379/20 American Express Nat.
Bank v. Busko

656384/21 Ashenberg Law Group v.
Mei He

652127/22 Cfs Enterprises Inc. T/a
Cfs Steel Co. v. Jemzn Const. Inc.
Et Al

160709/22 Eg Munoz Const. LLC v.
Plaza Const. LLC Et Al

652451/21 Fleischer v. Lau

155118/21 Gates v. Perennial
Painting And

151127/23 Greenberg v. C72 LLC

654214/22 In Group v. Datny

450802/22 Island Int'l Enterprises
LLC v. Mikot Const. Inc. Et Al

653759/21 Jin v. Pipestone
Payments Inc Et Al

155157/20 Joachim v. Riverton
Square LLC

150171/23 Joseph Calagno LLC Et
Al v. Clinton Housing West 40th
Partners

154699/23 Moss v. Nc. Nance v.
652675/21 Nat. Community v.
Midtown Coalition Spca LLC

162439/14 Perez v. Church of The
Incarnation

651966/17 Prime 135 NYC v. Major
Const. Co., Inc.

654537/19 Singh v. Truechain, Inc.

656592/20 Surratt Beauty v. Surratt
Cosmetics

153908/22 The Murray Hill Terrace
Condominium v. 3rd & 36th LLC
Et Al

655739/23 Triantafillakis v. Madden

158860/23 Trustees of NYC Dist.
Council of Carpenters Pension
Fund v. S&N Builders, Inc. Et Al

655996/20 Union Mutual Fire Ins.
Co. v. 94-04 80st LLC Et Al

655131/21 Vargence v. Rational
Surgical Solutions

Motion

656341/1980 Second Rity. LLC v. 80
Second Ave. Owners Corp.

652127/22 Cfs Enterprises Inc. T/a
Cfs Steel Co. v. Jemzn Const. Inc.
Et Al

151127/23 Greenberg v. C72 LLC

158860/23 Trustees of NYC Dist.
Council of Carpenters Pension
Fund v. S&N Builders, Inc. Et Al

Part 3

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

MONDAY, SEPT. 15

651801/24 Arena Special
Opportunities Partners I v.
Alfonsi

654478/25 Levy v. Viscogliosi
Brothers

159051/24 Lobesity LLC v.
Thompson Hine Lip Et Al

657208/19 Sonenshine Partners
LLC v. Duravant LLC

652758/20 West v. Perlbinder

TUESDAY, SEPT. 16

155424/22 2231 Associates LLC Et
Al v. Zkz 2231 LLC

653215/21 Bove Industries, Inc. v.
NYC

651204/22 Camuto Inc LLC v.
Chateau Int'l Inc

659255/24 Jpmorgan Chase & Co.
Et Al v. Liberty Mutual Fire Ins.
Co. Et Al

653989/25 Sullivan v. Oriolo

653557/25 Trust Equipment
Finance Corp. v. Tebele

654262/25 Tsla Capitals v. Atl Funds

654403/24 Universal 13 Group v.
Lucky

654128/23 World Host Group Us Inc.
v. O'Cloud Ventures

Part 6

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

MONDAY, SEPT. 15

805200/24 Hernandez v. Shakoor
M.D.

TUESDAY, SEPT. 16

805047/20 Donnelly-Friedmann v.
Edwards

805334/23 Getl Kasper Kaplan As
Administrator of The Estate
of Terry Kaplan v. Beth Israel
Medical Center

805266/21 Popotte v. 14 St. Medical

805197/18 Roth v. Velasquez

805063/23 Urena v. The NY And
Presbyterian Hosp.

Part 7

Justice Gerald Lebovits
60 Centre Street
Phone 646-386-3746
Courtroom 345

MONDAY, SEPT. 15

155534/241-3 Charles St. LLC v.
Shuai

652644/24 108-114 Wooster St.
Corp. v. Pobs USA Inc. Et Al

161668/23 Bar v. Fresh Direct LLC
Et Al

154856/23 Brown v. Hp Suvoy Park
Hl Housing Dev. Fund Co., Inc. Et
Al

150935/25 Dechert Lp v. Pay

153642/23 Delgado v. Triborough
Bridge And Tunnel Auth. D/b/a
Mta Bridges And Tunnels Et Al

659290/24 Elkins v. Williams Pt P.C.
Et Al

158909/24 Executive Risk
Indemnity Inc. As Subrogee
of Howard Hersch And Et Al v.
Carreras Home Improvement Inc.

150722/25 F. v. Tosler-Davis, Inc.

152823/23 Fc Marketpl. v. Axiom
Const. Corp. Et Al

152920/24 Franza v. Logan Fountain
Owner

158962/23 Girardi v. Castle Village
Owners Corp. Et Al

154487/25 Hamilton Equity Group v.
Paniagua

162353/23 Herrera v. Jc Elite Const.
Services

659181/24 Hireteammate, Inc. D/b/a
Hireez v. Recruiter.Com Inc

161957/24 Modyn v. Cf One LLC Et
Al

160958/24 Jaffe v. Positive
Workforce Coalition, Inc.

155494/23 K. v. Macy's of NY Et Al

651616/22 Kastel Renaissance
Interiors, Inc. v. Cholera

160780/24 Kouloumbes v. B'way.
280 Park Fee LLC

651188/25 Langman v. Privilege
Underwriters Reciprocal Exch.

651546/25 Litchmore v. Mercedes-
Benz Manhattan, Inc. Et Al

151377/25 Martinez Castillo v.
Canam Hudson Valley Logistics
Owner

Court Calendars

C O U R T N O T E S

Continued from page 9

position reports directly to the Chief Judge of the District Court, with policy guidance from the Court's Pro Se Committee, and oversees an office responsible for assisting the District and Magistrate Judges with their pro se docket, currently over 2200 pro se cases courtwide.

POSITION OVERVIEW

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

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

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

DUTIES AND RESPONSIBILITIES

The Chief Counsel, under the direction of the Chief Judge, is responsible for hiring, training, supervision, and general management of the staff attorneys, which includes performance evaluation. The Chief Counsel is responsible for ensuring that the Office's handling of its screening duties remains responsive to developments in the law, appropriately solicitous to pro se litigants, and operationally manageable. Day-to-day duties and responsibilities of this position

include reviewing the staff attorneys' written work and legal analysis, coordinating with Clerk's Office staff on operational matters relevant to the pro se docket, and managing and promoting the Court's Pro Bono Program. Management of the Court's Pro Bono Program involves providing advice to chambers on cases in need of counsel, frequent communication with the private bar, distribution of a monthly newsletter that solicits assistance from volunteer lawyers, and collaboration with bar associations. Project management of internal initiatives requires scheduling check-ins with participants and communication developments to the relevant stakeholders.

156345/25 Healthfirst Phsp, Inc. Et Al v. NYS Dept. of Health Et Al
650958/25 Vcw Associates v. Teliman Hldg. Corp.

TUESDAY, SEPT. 16
650593/22 Elsayed v. Famous Original Ray's Pizza Et Al
101336/23 Grasty v. Gocke Capital Et Al
154128/25 In The Matter of The Application of 99 Sutton LLC v. NYC Bd. of Ed. of Standards And Appeals Et Al
653611/21 Kapitius Servicing, Inc. v. Gotawala
152636/22 Marr v. Alpha Electronic Alarm, Inc. Et Al
652358/22 Paulson v. Paulson
157681/25 Premium Merchant Funding 26 v. Daa Consulting
650450/23 Roche v. Hochfelder
160948/19 Subway Real Estate LLC v. Majumder

Motion
650593/22 Elsayed v. Famous Original Ray's Pizza Et Al
154128/25 In The Matter of The Application of 99 Sutton LLC v. NYC Bd. of Ed. of Standards And Appeals Et Al
653611/21 Kapitius Servicing, Inc. v. Gotawala
652358/22 Paulson v. Paulson
157681/25 Premium Merchant Funding 26 v. Daa Consulting
650450/23 Roche v. Hochfelder

32 Mortgage Foreclosure Part
Justice Francis A. Kahn, III
111 Centre Street
Phone 646-386-5607
Room 1127B

MONDAY, SEPT. 15
850025/22 Brick Mbl Capital LLC v. Adole Group
850243/24 Citibank v. Noel
850032/22 Flushing Bank v. Cory Rity, Inc. Et Al
151579/20 Rosenthal v. Rubin
156121/25 Sig Cre 2023 Venture LLC v. Bowery At Spring Partners

TUESDAY, SEPT. 16
850122/15 Bank of NY Mellon v. Golden

154401/24 Cfs Enterprises, Inc. D/b/a Cfs Steel Co. v. 726 Eighth LLC Et Al
850156/24 C Special Situations Loan Fund II LLC v. Glover
156783/18 Griffin v. Manhattan Motorcars, Inc.
151700/21 Kiehn v. Waller
153171/18 NYCTL 2017-A Trust And The v. 104-106 West 132 St.
157646/22 NYCTL 2021-A Trust Et Al v. Dong
152120/21 Palmer v. Oracle
Advisory Services LLC Et Al
850352/24 Sig Cre 2023 Venture LLC v. Residential Industries II LLC Et Al
850311/24 Toorak Capital Partners LLC v. West 125 St. Rity. LLC Et Al
151578/22 Vial v. Paragon Jv Prop III LLC Et Al
850222/25 Wells Fargo Bank v. David Herzog LLC Et Al

Motion
850122/15 Bank of NY Mellon v. Golden
157646/22 NYCTL 2021-A Trust Et Al v. Dong
850352/24 Sig Cre 2023 Venture LLC v. Residential Industries II LLC Et Al
850311/24 Toorak Capital Partners LLC v. West 125 St. Rity. LLC Et Al

Part 38
Justice Ashlee Crawford
111 Centre Street
Phone 646-386-3235
Room 1166

MONDAY, SEPT. 15
156815/25 Rosa v. 11-15 B'way. Delaware Owner LLC

TUESDAY, SEPT. 16
654445/25 Straten Lending Group v. Everest Consolidator Sponsor

Part 42
Justice Emily Morales-Minerva
111 Centre Street
Phone 646-386-3237
Room 574

MONDAY, SEPT. 15
650871/24 Academic Health Professionals Association- A Reciprocal Insurer v. Bhagavanti
657004/21 Adironack Ins. Exch. Co. v. Haddad
651145/25 Ared Monad Terrace LLC v. Monad Terrace Investment LLC Et Al
156853/22 Board of Mgrs. of The 229 West 43rd St. Condominium v. 249 West 43rd St.
155746/24 Continental 21r LLC v. US Bank Trust Nat. Assoc.
650877/23 Evantion Ins. Co. Et Al v. Liberty Mutual Fire Ins. Co.
652710/25 Galpern v. The Home Depot, Inc. Et Al
61240/21 Goldman v. Riverview II Preservation
653847/19 Hunter Roberts Const. v. Vector Structural
651361/22 Jill Gardellis v. 100 Lafayette LLC Et Al
153868/23 Miller v. Miller
651132/24 Musulin v. Art Deco Condominium By Its Board of Mgrs.
653957/24 Schwartz Sladkus Reich Greenberg Atlas Lp v. Musighi
452191/24 NYC Et Al v. Phillips
655638/24 Tremont Electric Co., Inc. v. J. United Electrical Contracting Corp. Et Al
651172/25 Venus Belle LLC v. Amina Nails Inc. Et Al
653463/23 Weinstein v. Reich

TUESDAY, SEPT. 16
653400/25 Adler Holdings II v. Jacobs
651251/18 B&S Accounting Corp. v. Charm Tax Services LLC
159620/20 Traina v. Macarthur

Part 47
Justice Paul A. Goetz
111 Centre Street
Phone 646-386-3743
Room 1021

MONDAY, SEPT. 15
155932/24 Bobb v. Gemini Electric Co., Inc. Et Al
000911/25 Broomfield v. NYC Dept. of Finance
611093/19 Curr v. Saks Fifth Ave.
159509/24 State Farm Fire And Casualty Co. v. Aleem
153577/25 State Farm Fire And Casualty Co. v. Dubuission
157251/25 Townsend v. Crunch LLC Et Al
156837/25 Ubs Bank USA v. Westbrook
152793/25 Vargas Basurto v. Xing Wong Bfq Asian Cuisine Inc Et Al

TUESDAY, SEPT. 16
653400/25 Adler Holdings II v. Jacobs
651251/18 B&S Accounting Corp. v. Charm Tax Services LLC
159620/20 Traina v. Macarthur

Part 47
Justice Paul A. Goetz
111 Centre Street
Phone 646-386-3743
Room 1021

MONDAY, SEPT. 15
155932/24 Bobb v. Gemini Electric Co., Inc. Et Al
000911/25 Broomfield v. NYC Dept. of Finance
611093/19 Curr v. Saks Fifth Ave.
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TUESDAY, SEPT. 16
653400/25 Adler Holdings II v. Jacobs
651251/18 B&S Accounting Corp. v. Charm Tax Services LLC
159620/20 Traina v. Macarthur

TUESDAY, SEPT. 16
153620/17 Barker v. NYC

Part 62 City Part
Justice Ariel D. Chesler
111 Centre Street
Phone 646-386-3274
Room 1127A

MONDAY, SEPT. 15
161201/21 Yearwood v. Shop Fair Corp Et Al
350047/14 Young v. Young

TUESDAY, SEPT. 16
157985/21 Bernard v. NYC
102035/11 Gross v. NYC Dept. of 15312/20 Kenneth P. Silverman v. NYC Et Al

Integrated Domestic Violence Part
Justice Sandra L. Dawson
100 Centre Street
Phone 646-386-3868
Room 1604

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.

Part 22
Justice Mennin
Phone 646-386-4022
Fax 212-295-4890
111 Centre Street
Room 928, 9:30 A.M.

Part 23
Justice N. Ross
Phone 646-386-4023
Fax 212-295-4891
100 Centre Street
Room 1307, 9:30 A.M.

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.

Part JHO/Part 37
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.

Part 42
Justice Wiley
Phone 646-386-4042
Fax 212-401-9263
111 Centre Street
Room 733, 9:30 A.M.

Part 51
Justice Edwards
Phone 646-386-4051
Fax 212-401-9264
100 Centre Street
Room 1324, 9:30 A.M.

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.

Part 54
Justice Antigani
Phone 646-386-4054
111 Centre Street
Room 621, 9:30 A.M.

Part 56
Justice Drysdale
Phone 646-386-4056
111 Centre Street
Room 724, 9:30 A.M.

Part 59
Justice J. Merchant
Phone 646-386-4059
Fax 212-295-4932
100 Centre Street
Room 1602, 9:30 A.M.

Part 61
Justice Clott
Phone 646-386-4061
Fax 212-401-9266
100 Centre Street
Room 1130, 9:30 A.M.

Part 62
Justice M. Jackson
Phone 646-386-4062
Fax 212-401-9267
100 Centre Street
Room 1111, 9:30 A.M.

Part 63
Justice Hong
Phone 646-386-4063
111 Centre Street
Room 631, 9:30 A.M.

Part 66
Justice Pickholz
Phone 646-386-4066
Fax 212-401-9097
111 Centre Street
Room 1047, 9:30 A.M.

Part 71
Justice L. Ward
Phone 646-386-4071
Fax 212-401-9268
100 Centre Street
Room 1104, 9:30 A.M.

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 646-386-4073
Fax 212-401-9116
111 Centre Street
Room 763, 9:30 A.M.

Part 75
Justice Mandelbaum
Phone 646-386-4075
111 Centre Street
Room 583, 9:30 A.M.

Part 77
Justice Obus
Phone 646-386-4077
100 Centre Street
Room 1536, 9:30 A.M.

Part 81
Justice C. Farber
Phone 646-386-4081
Fax 212-401-9270
100 Centre Street
Room 1317, 9:30 A.M.

Court Calendars

Part 85
Justice Hayes
Phone 646-386-4085
Fax 212-401-9113
111 Centre Street
Room 1523, 9:30 A.M.

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.

Part 93
Justice Scherzer
Phone 646-386-4093
100 Centre Street
Room 1333, 9:30 A.M.

Part 95
Justice D. Conviser
Phone 646-386-4095
Fax 212-401-9137
111 Centre Street
Room 687, 9:30 A.M.

Part 99
Justice Burke
Phone 646-386-4099
Fax 212-401-9270
100 Centre Street
Room 1530, 9:30 A.M.

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

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

SURROGATE 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

WEDNESDAY, SEPT. 17
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24819/20 Afrahin v. Allende
80570/21 Akincho v. Forest Supply Inc.
81411/021 Barrientos v. Key Food Supermarket Et Al
809506/23 Casey v. William K. Chan A/k/a Bill Kam Chan
25068/19 Castillo v. Creston Ave.
800842/22 Colon v. Azikiwe
15667/18 Dacosta v. Rodney
80693/22 Darkoa v. 210 Associates
24126/19 De Los Santos v. 1160 Cromwell Crown LLC And
30353/15 Dirckett-Johnson v. Christian Cab Corp
22844/19 Domenech De Taveras v. Aac Cross County Mall LLC
80072/121 Guerrero v. Shamem
32252/20 Henriquez v. Villorjas
20118/19 Hyde v. Dacosta
813586/21 Jimenez v. Rjs Industries
812878/23 Johnson v. Chen
22205/16 Khan v. NYC
81759/21 Kyle McIntire v. Gethaun Tibebu Et Al
805397/21 Lariano v. 1760-1770 LLC
25796/18 Lugo v. 1516 Beach Ave. Rity. Corp.
810465/22 Mercado v. Frazier
802048/21 Morales Mena v. M.H.J. Motel Corp.
25547/20 Morehand v. Choi
22835/19 Orellana v. Hernandez
810991/22 Perales-Merino v. Sobro Rity.
34307/19 Pinkston v. Ecobal Inc
30507/18 R. v. Carbonell
803401/23 Raysa M. Peralta v. St. Patrick's Home For The Aged And Infirm D/b/a St. Patrick's Home Et Al
80921/121 Recinos v. Superior Uniform Services
805309/21 Roseau v. Su D.D.S.
800626/23 Sabovic v. Hines
21636/17 Santana v. Rr Concourse Rity. LLC
80266/21 Sasser v. Gralfas
22882/14 Scott v. Logan Bus Co. Inc.
33476/20 Shamem v. Jackson
800918/23 Tremont Rity. of NY LLC v. Luna
80385/25 Vega v. Santana
24510/15 Vega v. BNVA NYC Et Al
20114/19 Wilford v. Bny Homecare Agency
809802/21 Williams v. NYCHA Et Al

ADR Part
Phone 718-618-3081
Room 701A

Part 2
Justice Elizabeth A. Taylor
Phone 718-618-1275
Room 710, 9:30 A.M.

MONDAY, SEPT. 15
216930/20 Delacruz v. Citimedical I
816208/21 Dominguez v. Whole Foods Market Group, Inc. Et Al
801473/21 Camara v. NYC Et Al
810743/21 Smith v. St. Michael's Roman Catholic
808818/23 Sokolova v. NYC Et

102766/152925 Logan Carter v. The Tax Comm. of NYC
102765/152933 Jackson Cooper v. The Tax Comm. of NYC
102051/22935-37 Third Ave. Rtl. LLC v. The Tax Comm. of NYC
103520/112976 Third Ave. LLC v. Tax Comm. of The
102734/19301 Fordham Associates v. The Tax Comm. of NYC
104130/193128 Villas Rtl. LLC v. The Tax Comm. of NYC
102758/15320 Doodles v. The Tax Comm. of NYC
101373/433563 Rtl. v. Tax Comm. of The
103714/19383 Concord Properties v. The Tax Comm. of NYC
102759/19380 Greystone Tenants Corp. v. The Tax Comm. of NYC
103320/19400 Ba LLC v. The Tax Comm. of NYC
102162/19500 E. 183rd Rtl. Corp. v. The Tax Comm. of NYC
102113/21508-514 Willis Ave. Rea v. Tax Comm. of The
102791/21543 P & S Mgt. Corp v. The Tax Comm. of NYC
103739/22543 P&S Mgt. Corp v. The Tax Comm. of NYC
102779/15642-654 Whippersnapper v. The Tax Comm. of NYC
102776/15686 Rosewood Ave LLC v. The Tax Comm. of NYC
101177/14754-768 Brady Owners Corp v. The Tax Comm. of The
103854/17301 Walton Ave Rtl. LLC v. Tax Comm. of The
102357/08909 Rtl. Co. LLC v. Tax Comm. of The
101519/15952-956 Intervale Rtl. v. The Tax Comm. of NYC
100004/22A&S 2929 LLC v. The Tax Comm. of NYC
102794/12A.L. Eastmond & Sons v. Tax Comm. of The
103855/17Abbott Associates LLC v. Tax Comm. of The
102779/20Agili Rtl. LLC v. The Tax Comm. of NYC
101098/07 Aldus Green Co. v. The Tax Comm. of NYC
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103140/17Allrand Rtl. Associates v. The Tax Comm. of NYC
103141/17Barretto Hardware Corp. v. The Tax Comm. of NYC
103374/15Bronx East Rtl. v. Tax Comm. of The
100091/19Ca 2952 Hldgs. LLC v. The Tax Comm. of NYC
102759/15Charlotte Bailey Associat v. The Tax Comm. of NYC
102757/15Chase America LLC v. The Tax Comm. of NYC
103858/17Chase C LLC v. Tax Comm. of The
102495/19Comprehensive Trend Testing Corp. v. The Tax Comm. of NYC
101101/07 Concourse Green Associate v. The Tax Comm. of NYC
102775/15Corey Assoc. LLC v. The Tax Comm. of NYC
103828/21Daniel Lauchheimer v. The Tax Comm. of NYC
103825/16Denpat Associates LLC v. Tax Comm. of The
100674/13 East 141st St. Associa v. The Tax Comm. of NYC
103134/17Elidex Rtl. Corp. v. Tax Comm. of The
103816/16Eyeball Associates LLC v. Tax Comm. of Lexington Corp Et Al
102768/15Far Out LLC v. The Tax Comm. of NYC
103901/19Fraiden v. Tax Comm. of The City
102017/20Fraiden v. Tax Comission of NYC Et Al
103985/21 Fraiden v. Tax Comission of NYC Et Al
102004/22 Fraiden v. Tax Comm. of NYC Et Al
103490/17 Fraiden v. Tax Comm. of The City
103779/18Fran-Ju, Inc. v. Tax Comm. of NYC
101511/16Frank De Leonardis v. The Tax Comm. of NYC
102764/15Hal Assoc. LLC v. The Tax Comm. of NYC
103861/17Harley A Corp. v. Tax Comm. of The
103336/17Hudson Towers Associates v. The Tax Comm. of NYC
102002/25 in The Matter of 256 Fordham Road Associates LLC Fk/a 256 Fordham Road Associates v. The Tax Comm. of NYC And The Comm'r of Finance of NYC
102002/22 in The Matter of Villanova Estates, Inc. v. The Tax Comm. of NYC
102003/22 in The Matter of Villanova Estates, Inc. v. The Tax Comm. of NYC
102039/24 in The Matter of Villanova Heights, Inc. v. The Tax Comm. of NYC
104047/19Jerome Ave. Rtl. LLC v. The Tax Comm. of NYC
102929/15Jude Valentine LLC v. The Tax Comm. of NYC
101920/20 Karen Manor Assoc. LLC v. The Tax Comm. of NYC
101697/07 Kelly Assoc.Llc v. Tax Comm. of NYC
10345/08 Kelly Assoc.Llc v. Tax Comm. of NYC
9283/06 Kelly Assoc.Llc v. Tax Comm. of NYC
9351/05 Kelly Associates LLC v. Tax Comm. of NYC
103824/16L&D Rtl. Associates LLC v. Tax Comm. of The
103862/17 La Verdad LLC v. Tax Comm. of The
100014/22 Laconia Properties LLC v. The Tax Comm. of NYC
102756/15Lil Charlie LLC v. The Tax Comm. of NYC
102778/15Lojack 3940 LLC v. The Tax Comm. of NYC
103095/18Lowell St. Rtl. LLC v. The Tax Comm. of NYC
102312/22 Lynsey Associates LLC D v. The Tax Comm. of NYC
102053/23 M&A Family LLC v. The Tax Comm. of NYC
101922/20 Mandy Associates LLC v. The Tax Comm. of NYC
102755/15Max T LLC v. The Tax Comm. of NYC
103763/17McSam Bronx LLC v. Tax Comm. of NYC
103282/18McSam Bronx LLC v. Tax Comm. of NYC
103826/19McSam Bronx LLC v. Tax Comm. of NYC
101271/20McSam Bronx LLC v. Tax Comm. of NYC
103031/08 Mgp Rtl. LLC v. Tax Comm. of NYC
103864/17 Mmf 1212 Assoc LLC v. Tax Comm. of The
100185/21 Nem USA Bronx LLC v. The Tax Comm. of NYC
102782/21 Next Gen Hldg. LLC v. The Tax Comm. of NYC
103735/22 Next Gen Hldg. LLC v. The Tax Comm. of NYC
103808/16Nj Co. LLC v. Tax Comm. of NYC
102780/15 No Mas LLC v. The Tax Comm. of NYC
103892/16 Oak Point Bergson Rtl. Corp. v. The Tax Comm. of NYC
102784/21 Park Ave. Hldg. Corp v. The Tax Comm. of NYC
103737/22 Park Ave. Hldg. Corp v. The Tax Comm. of NYC
103909/19 Parkchester Preservation Co. v. The Tax Comm. of NYC
102321/19 Prestige Diagnostic Imaging LLC v. The Tax Comm. of NYC
102785/21 Ratchet Rtl. Corp v. The Tax Comm. of NYC
102780/21 Riverdale Hldg. Corp v. The Tax Comm. of NYC
103733/22 Riverdale Hldg. Corp v. The Tax Comm. of NYC
102783/21 Rombouts Rtl. LLC v. The Tax Comm. of NYC
103736/22 Rombouts Rtl. LLC v. The Tax Comm. of NYC
102761/15 Ry-Boy Associates LLC v. The Tax Comm. of NYC

101927/20 Scott-Craig Associates LLC v. The Tax Comm. of NYC
102831/21 Sequoia Industrial Properties LLC v. The Tax Comm. of NYC
103738/22 Sequoia Industrial Properties LLC v. The Tax Comm. of NYC
102928/15 Shane Valentine LLC v. The Tax Comm. of NYC
101679/07 Shara Assoc.Llc v. Tax Comm. of NYC
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815994/23 Shorehaven Homeowners Assoc. v. Beltre
103148/17 Simone Dev. Co. v. The Tax Comm. of NYC
103866/17 Smoosh Bros. LLC v. Tax Comm. of NYC
103807/23 Spirit Corp. v. The Tax Comm. of NYC
103913/19 Target Corp. v. The Tax Comm. of NYC
103439/23 The First Paradise Theaters Corp. v. The Tax Comm. of NYC
102781/21 Triborough View LLC v. The Tax Comm. of NYC
103734/22 Triborough View LLC v. The Tax Comm. of NYC
103205/12 Tuck It Away Associates v. The Tax Comm. of NYC
103675/15 Tuck It Away Associates v. The Tax Comm. of NYC
101577/12 Tuck It Away Associates-W v. The Tax Comm. of NYC
103660/15 Tuck It Away Associates-W v. The Tax Comm. of NYC
103908/23 Tuck-It-Away Associates -Deegan v. The Tax Comm. of NYC
102605/18 U.P.S., Inc. (ohio) v. The Tax Comm. of NYC
103011/20 Unique Third Ave LLC v. The Tax Comm. of NYC
102698/17 Val-Ford Rtl. Corp. v. Tax Comm. of The
120004/23 Villanova Estates, Inc. v. The Tax Comm. of NYC
120005/23 Villanova Estates, Inc. v. The Tax Comm. of NYC
100494/23 Villanova Estates, Inc. v. The Tax Comm. of NYC
120001/20 Villanova Heights, Inc. v. Tax Comm. of The
103151/17 West Square Rtl. v. The Tax Comm. of NYC
103839/16 Whole Truth LLC v. Tax Comm. of The
102763/15 Why Not LLC v. The Tax Comm. of NYC
102173/11 Williamsbridge Hldgs. C v. The Tax Comm. of NYC
102777/15 Wonder Boy LLC v. The Tax Comm. of NYC
103764/20 Zekai LLC v. The Tax Comm. of NYC

Part 22

Justice Marissa Soto
Phone 718-618-1193
Room 709, 9:30 A.M.
MONDAY, SEPT. 15
70130/20 Alston v. NYC Et Al
260489/19 Armstrong v. Goldberg
815093/21 Brown v. Riverbay Corp
213971/19 D v. NYCHA
814939/21 Farrar v. NYCHA
815502/22 Garcia v. Andrews
102416/19 Garcia v. Satori Laser Center of Lexington Corp Et Al
263901/19 Nikoji v. Intercontinental NY Et Al
811338/23 Sprinkle v. NYCHA
809205/22 Veloz v. South Windsor Rtl. Ltd. Et Al

TUESDAY, SEPT. 16

32089/19 Abel v. 485 Seventh Ave. Et Al
801270/22 Almonte v. 18 Hldgs. Group LLC Et Al
800363/24 Garcia v. Consigli Conto, Co., Inc. Et Al
819953/24 Gbm Equities LLC v. Roberts
819603/23 Hernandez v. A Real Good Plumber Et Al
807127/23 Jackson v. Lemle & Wolff, Inc. Et Al
30101/18 Mott v. 754-768 Brady Owners Corp. Et Al
28147/20 Pitterson v. Parson
81498/21 Ramirez v. Factory Direct Enterprises
80507/23 Schiffer v. 635 Rtl. LLC Et Al
30460/20 Soto v. 3835 9th Ave. Rtl. Corp. Et Al

WEDNESDAY, SEPT. 17

804382/22 Baidya v. Mondal
812300/23 Guzman v. Farber
29260/18 Hermida v. 1141 Elder Rtl. LLC Et Al
813083/23 Hunter v. Cummins Inc Et Al
819938/23 Lozada v. 79th St. East Owners Inc. Et Al
803391/24 Scott v. Salem Truck Leasing Inc. Et Al
21236/13 Stillwell Cafe, Inc. Et Al
1680 Eastchester Rtl. Corp. Et Al

Part 24

Justice Shawn T. Kelly
Phone 718-618-1248
Room 623, 9:30 A.M.
TUESDAY, SEPT. 16
800822/24 Vargas v. Besnik Rtl. Corp.
Part 25
Justice Mary Ann Brigantti
Phone 718-618-1252
Room 407, 9:30 A.M.
TUESDAY, SEPT. 16
810315/22 Gary v. NYCTA Et Al
812461/21 Henriquez v. NYCHA
813225/23 Laboy v. 3123 Bailey Ave. Owners, Inc. Et Al
21576/20 Pagan v. Bronxcare Health System
27520/17 Pl.nicio v. 308 Hull LLC
34888/19 Reyes v. Con Ed Co. of New York, Inc. Et Al
815029/22 Rodriguez v. Anderson Rtl. Corp. Et Al
820557/25 Valdez v. U-Haul Co. of NY And Vermont, Inc. Et Al
811707/22 Valdez-Perez v. Sunoco
800667/22 Woods v. Glenn

WEDNESDAY, SEPT. 17

809499/21 Acevedo v. River Park Bronx Apts., Inc. Et Al
803262/21 Blanco v. Glicker Rtl. LP Et Al
805427/23 Castillo v. Fiori
800340/22 Colon v. Lev
35829/20 Corniel v. Bpe Rtl. Owner LLC Et Al
802359/21 Evanson v. Skyview Apts. LLC
805377/21 Galvez Hernandez v. 1665 Monroe Rtl. LLC
30547/20 Geico Ins. Co. v. Sears
803164/22 Manley v. Legoland NY
24335/15 Marrero v. 1 West LLC
813655/23 Mena v. Charisse & Christine Enterprises
803048/23 Ortiz-Green v. River Park Bronx Apts., Inc. Et Al
21242/14 Osegera v. Lincoln Properties
812779/22 Perez v. Lawmar Equity Corp.
804175/22 Rawley v. NYC Et Al
803353/21 Scott v. NYCHA
801808/23 Sims v. Risley Dent Apts. Housing Dev. Funding Corp. Et Al
24638/19 Tejada v. Em Rtl. Mgt. Corp.
807094/23 Toure v. One Fordham Plaza LLC Et Al

Part 26

Justice Paul L. Alpert
Phone 718-618-1617
Room 621, 9:30 A.M.
WEDNESDAY, SEPT. 17
23191/16 Quinones v. Montefiore Medical Center

Court Calendars

Part 27

Justice Naita A. Semaj
Phone 718-618-1226
Room 622 9:30 A.M.

MONDAY, SEPT. 15

815143/23 Brown v. Hyun Corp. Et Al
32226/15 Carisbrook Asset Hldg. Trust v. Leonas
36595/19 Citigroup Mortgage Loan v. Dodd
36630/19 Deutsche Bank Nat. Trust v. Cabrera
35209/18 Hsbk Bank USA v. Khan
36155/20 Lnv Corp. Dba Ny-Lnv v. Jadoo
35707/18 Nationstar Hecm Acquisition v. Ubertini
36554/19 Nationstar Mortgage LLC v. Woolward
35046/15 Ocwen Loan Servicing v. Cabey
35188/14 Onewest Bank N.A. v. Rodriguez
32200/16 U.S. Bank Nat. v. Huynh
35072/18 U.S. Bank Nat. v. Skeffrey-Taylor

TUESDAY, SEPT. 16

807495/24 Alzate Jaramillo v. Pinto
32368/16 Bank NY Mellon v. Bailey
81207/24 Che'nyoya Pryce v. Sherman Creek Rtl. Corp. Et Al
808141/24 Martinez v. 2375 Merico LLC Et Al
801767/25 Mendoza Garcia v. 1930 Grand Concourse LLC
809723/22 Rjs Capital LLC v. Belfor
806371/24 Tejada v. 1229-1273 Rtl. LLC
816354/24 Vargas Lora v. 91 Van Cortlandt Owners Corp. Et Al
806044/21 Wilson v. NYCHA

WEDNESDAY, SEPT. 17

808778/24 Espinoza v. Bhavan Apts. LLC Et Al
812467/22 Jimenez v. Mgm Resorts Int'l Et Al
812694/23 Niksa v. NY School Const. Auth. Et Al
807518/23 Perez Peralta v. J & N Const. Group Corp. Et Al
803977/21 Razaku v. Con Ed, Inc. Et Al

Part 28

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

TUESDAY, SEPT. 16

7923/18 Castellanos v. Castellanos
29115/20 Corniel v. Corniel
42418/18 Jones v. Jones Jr.
812209/23 Lajeunesse v. Lyons
800679/23 Pena v. Martinez
800975/23 Torres v. Torres
802923/23 Velez v. Velez
WEDNESDAY, SEPT. 17
5842/24 Acevedo v. Acevedo
3356/25 Cuffie v. Cuffie
41625 Francis v. Francis
31997/20 Getfield v. Getfield
808406/23 Gonzalez-Tobar v. Vargas Perez
806500/23 Herrera v. Herrera
5218/14 Medder-Harris v. Harris
30968/20 Rose v. Rose

Part 29

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

MONDAY, SEPT. 15

5947/24 Collado v. Fernandez
807607/24 Fleming v. Fleming
809024/25 Guzman Castillo v. Baez Espinal
821051/24 Katwaru v. Pujols
4810/24 Mitchell v. Mitchell
819611/23 Omoyakhi v. Omoyakhi
805769/24 Pressano v. Kantrowitz

TUESDAY, SEPT. 16

5788/24 Barry v. Barry
1981/23 Nwakanna v. Nwakanna
806321/24 Okantey v. Amable-Quarley
7706/18 Philbert v. McNeil
802294/25 Tejada v. Tejada Sanchez
4338/24 Tiliotta v. Tiliotta
805758/25 Water v. Toribio
812764/21 Zalat v. Zalat

WEDNESDAY, SEPT. 17

809964/22 Haque v. Begum
807081/23 Schneiderman v. Schneiderman
811806/22 Shannon v. Shannon

Part 30

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

TUESDAY, SEPT. 16

803614/21 Aguilu v. Deli & Dean
806583/23 Alfonso v. Green Apple Const. Et Al
801832/25 Alvarez v. 2330 Valentine LLC
818725/23 Aponte Pujay v. H 317-319 LLC Et Al
802027/21 Aquilla v. Dreamyard Cyrus Housing
806942/22 Bolden v. Metro Mgt. & Dev., Inc. Et Al
805096/22 Cedenno Muentes v. Cucs Housing Dev. Fund Corp. Vi Et Al
800981/23 Coronel Davila v. Vanderbilt Ave. USA LLC. Et Al
804749/23 Cubas v. 4720 Jr LLC Et Al
35209/20 De La Cruz Vital v. Steinyway Empire Rtl.
801115/24 Fairweather v. Shop-Rite Supermarkets, Inc.
800067/23 Fernandez Hoyos v. 2980 Third Ave. Hldgs. LLC Et Al
803675/23 Fernandez v. Gs White Plains Owner
813732/22 Florentino v. El Sol/Defoe Jv Et Al
800814/23 Galindo v. 92 West 169 St
808672/21 Gassama v. 1461-1469 Third Ave Owner LLC Et Al
801775/23 Gassama v. 22nd And 11th Associates
800175/23 Gomez Sigüencia v. NYC Et Al
804229/23 Guaman-Guaman v. 180 Second LLC Et Al
802256/23 Herrera Cloter v. 105-02 Forest Hills LLC
812969/21 Hossain v. Rego
802135/23 Hoyos Fernandez v. 8043 Kg
818241/23 Hughes v. 100 Church Fee Owner LLC Et Al
808349/24 Hyatt v. Qlr Ten, Inc. Et Al
804681/23 Juca Moina v. NYC Et Al
810257/23 Lombardo v. The Port Auth. of NY And New Jersey Et Al
805970/23 Macao Ugries v. 2136 Crotuna Ploy. Housing Dev. Fund Corp. Et Al
805525/24 Madrid v. State Contracting Corp of NY Et Al
808732/22 Mark v. Black State F 2013 LLC (delaware LLC) Et Al
302369/15 Martinez v. 1 Madison Office Fee LLC
809189/22 Martinez v. Harman Contracting Services, Inc. Et Al
809694/22 Orellana v. Ashnu Int'l Inc.
813535/24 Otero v. Otero
813625/23 Peralta v. Mdrj LLC Et Al
810896/24 Perera v. Diaz
804327/25 Perez v. Cutrone
808272/24 Petrov v. Netherland Prop. Assets LLC
800507/23 Pizarro v. 3187 Grand Concourse Ave.
809035/24 Pluviose v. Hub Truck Rental

803419/23 Raghunandan v. Barr & Barr, Inc., Et Al
802185/23 Rodriguez-Heredia v. 420 Carroll LLC Et Al
807105/24 Sanchez v. Miah
812677/22 Stengel v. NYCTA Et Al
806877/24 Stokes v. NYC Et Al
803418/21 Tacuri Brito v. Noa-Lior LLC Et Al
811056/24 Tyrone Smith v. Cisse
810497/22 Valderamma Cervantes v. J.P.K. Associates
806846/21 Vargas Valdez v. 540 West 189th Group LLC Et Al
805355/23 Verdugo v. Xolle Demo LLC Et Al
802845/22 Wu v. Giuttari And Mertz Law Office
800371/23 Zouroukou v. 1020 Rogers Ave LLC Et Al

WEDNESDAY, SEPT. 17

808803/24 Acevedo v. Mj Service Inc. Et Al
801032/24 Almodovar v. Liza Brown's Autobody Corp. Et Al
804489/23 Archilla v. Skanska USA Bldg., Inc.
81790/224 Bang v. Sanchez
802246/24 Betances v. 1520-26 St. Nicholas Hldg. LLC Et Al
809500/23 Bravo Zorilla v. 147 St Hldgs. LLC Et Al
816412/24 C. v. Ballast
808192/24 Calcano Sanchez v. Bj's Wholesale Club, Inc.
806779/23 Campoverde Rodriguez v. Watson Ave Estates LLC Et Al
812677/23 Correa De Correa v. Hp Rosedale Gardens Housing Dev. Fund Co., Inc. Et Al
806459/25 Corsino v. Jafar
804268/23 Espinoza v. Willoughby Owner LLC Et Al
815926/23 Fofana v. Toto
815529/23 Garced v. J&J Prospect Corp Et Al
812885/24 Grullon Nunez v. 4 Season Express Inc Et Al
812070/24 Ham v. Edge Const. And Concrete LLC Et Al
806696/23 Irigoien Medina v. Bldg Orchard LLC Et Al
812014/21 Jlabour v. Rxr 2413 Third Owner LLC Et Al
807379/23 Magana v. NYCTA
812824/22 Malaga v. 1650 Madison Hldgs.
35642/20 Martinez v. Trinity Mid Bronx
814549/24 McGee v. Wallace
804847/24 Moore v. Genovese
811246/24 Morales v. Vives
802712/22 Nunez Zuniga v. Tmhr 48th St. LLC Et Al
814418/23 Ochoa Ojeda v. Cyh 810 LLC Et Al
802356/25 Old Republic Ins. Co. v. Kingbridge Rtl.
801390/23 Olivera v. 28 South Div. Owner LLC Et Al
805558/21 Padilla v. Drmbre-85 Fee LLC Et Al

809219/24 Peralta v. Omara
809933/23 Pietri v. Abingdon Court Owners Corp. Et Al
812770/23 Piguave v. 219 E 203 LLC Et Al
808683/24 Polanco v. Cerebral Palsy Transport Inc. Et Al
805016/23 Ramon Miranda v. Top Rock Dev. And Const. Corp. Et Al
804783/22 Renderos v. Home Builders I Lp Et Al
816243/23 Rivera v. Crotuna Park West Housing Dev. Fund Corp. Et Al
800609/24 Robertson v. Sanders
811588/23 Sanchez-Almanzar v. Gerardo
808962/23 Sandoval v. 61 Buchanan Pl. LLC Et Al
817938/25 Smith v. Thorpe
808128/22 Tejada Mieses v. 1318-1324 Franklin Ltd. Partnership Et Al
804273/23 Torrejon Guadalupe v. Sip Hldgs. Venture
808199/25 Vaughan v. 790 Ge
811718/22 Velez v. Suffolk Const. Corp. Et Al
808825/22 Vera Parrales v. 3190 Webster Ave. Associates LLC Et Al
809941/22 Villatoro-Vasquez v. Watson Dev.

Part 31/32

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

WEDNESDAY, SEPT. 17

804450/23 Alicea Figueroa v. Bizzare Foods Inc. Et Al
809098/22 Aracena v. U-Haul Co Et Al
380881/11 Awall 1 v. Acquafredda Enterprises LLC
803247/22 Blair v. Kevaghun
820829/24 Blue Rock Capital Group v. Jesse Allen Black Dba Triad Carperts Et Al
808906/23 Charleston v. Alvarenga
809873/21 Colon v. Penske Truck Leasing Co., L.P. Et Al
802542/22 Coltrist v. Figueroa
814971/21 Desir v. Li
817475/24 Family Funding Group LLC v. Preferred Prop. Improvements LLC Et Al
32921/19 Fannie Mae v. One And One Hldgs.
811107/24 Geconstructors, Inc. v. Bruckner Litch Owner LLC. Et Al
805471/24 Gerlin Dolmo v. Diallo
809705/23 Hardy v. Ocean
816602/25 J.P.'s Inn Inc. Et Al v. Cfg Merchant Solutions
813163/25 McCook v. Lippolis
805581/25 Mensah v. Midland Credit Mgt., Inc. Et Al
42007/23 Mestousis v. Titan Concrete Inc. Et Al
817739/24 NY Teachers Housing And Provide Petitioners Counsel With Machine Manufacturer Maint. Repair And Mechanic Records of The Subject Machine Maintained At
819169/24 Coke v. Bolt
812615/23 De Leon Soto v. Cs Rtl. Associates LLC Et Al
800814/22 Dinsey v. Sphinx Cab Corp. Et Al
810702/24 Doyley v. Pr 757 Corp.
809970/25 Goldberg v. Rozenberg
81391/24 Gomez v. Sedgwick Mgt LLC Et Al
815110/25 Greater Liberty Pentecostal Church, Inc. v. 817129/24 In The Matter of The Application of The American Transit Ins. Co. v. To Stay The Arbitration Sought To Be Had By Llis Carreras Et Al
814999/24 Jordan v. Peguero
800827/22 Losey v. Gueye
815889/24 Males Amaguana v. Spofford 2 Housing Dev. Fund Corp. Et Al
819900/24 McShane v. Quest Receivable Servicing
803507/24 Mendoza v. 1760 Boone Ave. Properties LLC
800545/24 Merino v. Rosen
810728/25 Midland Credit Mgt. v. Henry
805048/24 Morrison v. R & B Debris
815110/23 Nabatkhorian v. 59-61 West 36th St. Parking Corp. Et Al
820764/24 Quintero Rco v. Turtle Bay House Ltd. Liability Co. Et Al
818146/25 Raveshgadolian v. Suffolk County Credit Union
807117/24 Ruiz v. Gw Universe LLC Et Al
802749/23 Simpson v. Barreno
814898/25 The Gble Castle LLC Et Al v. NYC Dept. of Bldgs. Et Al
818329/23 Winkfield v. Dedicated Transport

Part 34

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

MONDAY, SEPT. 15

800879/25 Apolinaris v. Gold Crest Care Center, Inc. Et Al
813449/24 Macias v. Riverdale Snf LLC
809885/25 Marton v. Mount Sinai Health System, Inc. Et Al
306345/09 Oquendo v. Beth Abraham Hldg.
807348/23 Parra Jimenez v. United Cerebral Palsy of NY
808029/25 Patria Alceizas As Guardian Ad Litem of Yancarlos Jimenez Et Al v. Starkey R.N.

819962/23 Rose v. Montefiore Medical Center Et Al
808632/24 Sesay v. Montefiore Medical Center Et Al
815754/24 Walker v. Laconia Nursing Home

TUESDAY, SEPT. 16

812365/21 Allah v. St. Barnabas Hosp. Et Al
809031/23 Ayala v. Patrick M.D.
809027/22 C. v. Ragalado M.D.
819181/24 Crespo v. Michaelis M.D.
22888/20 Cutter v. St. Barnabas Hosp.
817086/23 Delgado v. The Mount Sinai Hosp.
812157/21 Diaz v. Gonzalez M.D.
21955/16 Evans v. Daughters of Jacob Nursing Home Comp., Inc. Et Al
809529/24 G.F. v. Campbell
22460/16 Galarza v. Regeis Care Center
806229/24 Green v. Bronx Lebanon Hosp. Center Et Al
31613/18 Halman v. Gupta
807174/22 Herrera v. Brizuela M.D.
Aka Alberto Brizuela Ducharme M.D.
804036/24 Johnson v. Serrao M.D.
808019/24 Johnson v. Concourse Rehabilitation & Nursing Center, Inc.
812132/22 Jones v. Ackerman M.D.
304870/09 Kotraight v. Montefiore Medical Center
810754/21 Lara-Martinez v. Electradiagnostic And Physical Medicine P.C. Et Al
803650/24 Lodato v. Brisman D.M.D
22530/17 Martinez v. Schaffer Extended Care Center
806018/23 Milla v. Cerri
815587/22 Samuels v. Zelcof M.D.
816317/23 Sanchez v. NYC Medical Practice P.C. D/b/a Goals Aesthetics & Plastic Surgery Et Al
819156/24 Sherman Jr. v. Feit
803626/24 T qj Moshias Proposed Administrator of The Estate of Et Al v. Eastchester Rehabilitation And Health Care Center LLC Et Al

803151/21 T. v. Saint Barnabas Hosp.
808216/22 The Estate of Judith Marie Lamia v. Bridges M.D.
24349/19 Torralba Rojas v. Montefiore Medical Center
806190/22 Weiss v. Green M.D.
27883/18 Williams v. Bronx Center For
819621/23 Yvonnia Torres-Fambro v. Tprnc LLC Et Al
WEDNESDAY, SEPT. 17
801689/24 B. v. Bigby C.N.M.
812528/22 B. v. Peskin-Stolze M.D.
815546/22 Bailey v. Montefiore Medical Center
805704/21 Barrett v. Gustave M.D.
812831/23 Caba v. Vora
28244/20 Cargill v. Lenox Hill Hosp.
81

23/00884 Zormati v. Citibank, N.A. (Q)
22/00928 Cifuentes v. 240 W. 35th Street
NYC, LLC (K)
23/10564 Matter of Asselbergs v. Village
of Chestnut Ridge (R)
22/00753 Magadino v. McCabe (S)
22/02898 Lomlevas v. Hamblin (K)
25/02099 Long Island Roller Rebels v.
County of Nassau (N)
24/12034 Mattiello v. Town of Oyster Bay
(N)
24/07654 Hernandez-Morataya v. M&L
Equities Auto, LLC (O)
24/07375 Estrella v. BMG Monroe I, LLC
(O)

FRIDAY, SEPT. 26

10 A.M.

Court To Be Held in
Brooklyn, NY

Brathwaite Nelson, J.P.,
Ford, Dowling and Goldberg
Velazquez, J.J.

19/03261 People v. Rodriguez, Andre (K)
23/07502 People of State of New York v.
Allen (S)
23/10995 People of State of New York v.
Robinson (S)
23/08335 People v. Cowan, Michael (O)
24/00239F v. NYCHA (K)
24/06989 Graham v. City Of New York (Q)
21/05435 Klaus v. Town of Brookhaven
(S)
20/08110 Hellman v. Village of Upper
Nyack (RO)
21/06878 Ardent Harmony Fund, Inc. v.
BDO Trinity Ltd. (N)
24/08983 Matter of John T. Mather
Memorial Hospital v. American Transit
Ins (K)
24/02659 Hichak v. Grand Plumbing Inc.
(O)
21/05041 Kelly-Newhouse v. Chase
Meadows Farm LLC (W)
21/07217 Kelly-Newhouse v. Chase
Meadows Farm LLC (W)
21/08075 Kelly-Newhouse v. Chase
Meadows Farm LLC (W)
19/13081 Dwyer v. Montefiore New
Rochelle Hospital (W)
19/13083 Dwyer v. Montefiore New
Rochelle Hospital (W)
19/13084 Dwyer v. Montefiore New
Rochelle Hospital (W)
19/13085 Dwyer v. Montefiore New
Rochelle Hospital (W)
21/05838 Matter of Flushing Main Street
Improvements Project (Q)
22/05117 Kataeva v. Kataev (N)
23/07101 Greenpoint Mortgage Funding,
Inc. v. McFarlane (S)
24/01025 Greenpoint Mortgage Funding,
Inc. v. McFarlane (S)
24/08229 Berl v. CNH Operating, LLC (K)
24/08230 Berl v. CNH Operating, LLC (K)
22/00757 Procopio v. Eichle (S)
24/09721 Hiraldo v. Sturman (Q)
24/07927 New Penn Financial, LLC v.
Dancy (N)

MONDAY, SEPT. 29

10 A.M.

Court To Be Held in
Brooklyn, NY

Genovesi, J.P., Christopher, Wan
and Ventura, J.J.
22/06093 People v. Hernandez, Emerson
(S)
22/08407 People v. Hernandez, Emerson
(S)
23/05082 People v. Proffitt, Alex Bovell
(K)
23/05083 People v. Proffitt, Alex Bovell
(K)
22/09209 People v. Williams, Michael (K)
22/09211 People v. Stevens, Kareem (K)
24/08444 People of State of New York v.
Echols (O)
23/02736 People v. Portillo, Jose J. (S)
23/02100 People v. Morgan, Trace (K)
21/00435 Matter of Shau Chung Hu v.
Lohbet Realty Corp. (K)
21/07641 Abdelhamed v. XYZ Limousine,
Inc. (K)
24/08963 Mangiaracina v. Ridgewood 69
LLC (Q)
24/08693 JPMorgan Chase Bank,
National Association v. Reinhold (K)
24/05593 K. v. Viscardi Center, Inc. (K)
24/05580 Everest Homes, Inc. v. Justice
(K)
20/07332 Dowdy v. Brooklyn Hospital
Center (K)
21/00673 Dowdy v. Brooklyn Hospital
Center (K)
24/10142 Wesa v. Consolidated Bus
Transit, Inc. (K)
24/04796 Cammarato v. 16 Admiral Perry
Plaza LLC (K)
24/00042 Bayview Loan Servicing LLC v.
Chechekin (K)
25/01004 Hernandez v. City of New York
(K)
24/09041 Diesel Funding LLC v. Build
Retail Inc (K)

TUESDAY, SEPT. 30

10 A.M.

Court To Be Held in
Brooklyn, NY

Iannacci, J.P., Miller, Voutsinas
and Golia, J.J.
24/02604 People of State of New York v.
Fink (S)
23/04564 People v. Bezabeh, Fasika (Q)
23/08328 People v. Romero, Byron (O)
22/05816 People v. White, Elijah (Q)
23/08332 People v. Sayles, Lawrence (RI)
25/04349 People of State of New York v.
Stovall (Q)
20/03601 Bamonte v. Charatan (N)
22/00273 Dudley v. API Industries, Inc.
(RO)
23/01314 Petrosian v. B&A Warehousing,
Inc. (K)
21/02768 Petrosian v. B & A Warehousing
Inc. (K)
21/00527 Matter of The Cheryl LaBella
Hopenstein 2005 Trust, dated Oct. 10,
(W)
22/04020 Matter of Cheryl LaBella
Hopenstein 2005 Trust (W)
22/06549 5milen Realty 155 LLC v.
Fedorova (K)
24/07030S v. City of New York (K)
21/04761 Rojas v. 1700 First Avenue, LLC
(Q)
21/05228 Matter of Sahara Construction
Corp. v. New York City Office of (Q)
21/08975 Thuro Metal Products, Inc. v.
Farber Industrial LLC (S)
21/04742 Matter of Goldstein v. Village of
Mamaroneck Board of Ethics (W)
23/1794 Nationstar v. Lalman (K)
24/03795 Nationstar Mortgage LLC v.
Lalman (K)
23/12171 JPMorgan Chase Bank, N.A. v.
Turkov (RI)

WEDNESDAY, OCT. 1

10 A.M.

Court To Be Held in
Brooklyn, NY

Dillon, J.P., Warhit, Landicino
and Hom, J.J.

23/05400 People v. Carcamo, Tyquan (W)
24/04805 People v. Hough, Dwayne (N)
22/10354 People v. Cedillo, Manuel (S)
24/11083 People of the State of New York
v. Welch (W)
16/11897 Frankel v. 59 Sands Point, LLC
(N)
19/00491 Frankel v. 59 Sands Point LLC
(N)
21/00214 Deutsche Bank National Trust
Company v. 31 Yates Avenue Land
Trust (D)
24/04999 Deutsche Bank National Trust
Company v. 31 Yates Avenue Land
Trust (D)

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20/09665 Borzilleri v. Borzilleri (S)
22/00387 Nationstar Mortgage LLC v.
Klamm (S)
24/04657 Matter of Barton v. New York
City Employees' Retirement System
(K)
24/05309 Lemorocco v. Westchester
County (W)

FRIDAY, OCT. 3

10 A.M.

Court To Be Held in
Brooklyn, NY

Chambers, J.P., Dowling,
McCormack and Quirk, J.J.
21/05665 People v. Gaffar, Monier (K)
24/00845 People v. Mata, Alexis Felipe
Sandoval (N)
24/03564 People of State of New York v.
Kumar (S)
18/06017 People v. Torres, Paul A. (S)
24/02718 People of State of New York v.
Gurdon (S)
23/05170 People v. H. (Anonymous),
Khalil (K)
23/05172 People v. H. (Anonymous),
Khalil (K)
25/00220 Pmv Realty, LLC v. Chestney
Kirby and "John Doe" and "Jane Doe"
23/03789 Bruce v. Solny (K)
21/01996 Campisi v. Lutheran Medical
Center (K)
21/07369 RJK Auto Brokers, LLC v.
Dream Carz Inc. (N)
21/08779 Karp v. Madison Realty Capital,
L.P. (K)
24/08765 Weiss v. Fran Corp. d/b/a All
Bright Electric (RO)
22/02496 Fuentes v. Simmons (W)
21/09050 Arnov v. Matvienko (Q)
24/06052 People v. 972 Gates Avenue
(K)
21/09408 Bianco v. New York City Health
& Hospitals (K)
23/01872 Bianco v. New York City Health
& Hospitals Corporation (K)
23/05384 Bianco v. New York City Health
& Hospitals Corporation (K)
24/10339 Landro v. Abdiatolakis (K)
24/06734 Matter of Houlihan/Lawrence,
Inc. v. Katsoris (W)

APPELLATE
TERM

2ND, 11TH and 13TH
JUDICIAL DISTRICT

LONG ISLAND CITY, NY

Day Calendar
THURSDAY, SEPT. 18

9:30 A.M.

Buggs, J.P., Ottley, Quiñones, J.J.
21/00718 People v. Jason King
22/00231 People v. Jason King
22/00787 People v. Karol Delarosa
23/00137 People v. Bryton Reeves
24/00410 People v. Dewan Tarek
23/00883 Dimrui E. El Nems v. Kai Liu,
Tatal Y. Fargit, And Bangladeshto
Repairs, Inc.
24/00604 Robert Ellison v. Michael D.
Horn
24/00638 Balanced Channels
Acupuncture, P.C., aao Collin Dasilva v.
Usaa Casualty Insurance Company
24/00780 Health Value Medical, P.C. v.
Ganesh Mahendra v. Country-Wide
Insurance Company
24/00807 New York City Housing
Authority-Latimer Gardens Houses v.
Amanda Strobelt; John Doe And Jane
Doe
24/01065 Lvmv Funding, LLC v. Haliyma
N. Barrow
25/00017 Lvmv Funding, LLC v. Haliyma
N. Barrow
25/00085 Dr. Alexander Berenblit, M.d.,
aao Albert Floyd v. Country Wide
Insurance Company
25/00087 Air Plus Surgical Supply, Inc.,
aao Terriel Vaden v. Country Wide
Insurance Company
25/00192 Melissa Hampton v. Maujer,
LLC And Danella Forcier

BROOKLYN, NY

Day Calendar

Dismissal Calendar
MONDAY, SEPT. 22

Buggs, J.P., Ottley, Quiñones, J.J.
The Following Cases Have
Been Scheduled By The Clerk
For Dismissal For Lack of
Prosecution. Enlargements of
Time May Be Requested Either
Via Stipulation Between The
Parties, Or By Letter Stating
The Reason For Such Request,
Addressed To The Clerk of the
Court, With A Copy Sent To The
Parties To The Appeal.
25/00664 People v. Rafael Marte
25/00665 People v. Rafael Marte
25/00666 People v. Rafael Marte
24/00445 Wei Lin v. Bin Zheng
24/00782 Sanjevani Patel v. The Gardens
At Forest Hills Owners Corp. and Xue
Liu
24/00806 Dajin Realty Inc. v. Changhe
Cheng, Aixiang Kong and Lingxi Kong
and Mr. Liu, "John Doe" And/O "Jane
Doe"
24/01055 Eric Jiang v. Qian Qian Hu
24/01301 Kyle Erisson, Jameque Moore
and Jason Litzenberg v. Latanya Pierce
and Manny Cohen and Department
of Housing Preservation and
Development
24/01302 Ehsan Khan v. Armando Crespo,
Shiela E. Figueroa, Alex Henry, Julia
Biko, Sued Herein As "John" "Doe",
"Jane" "Doe"
24/01373 Mohamed Tibta v. 156 E. 21,
LLC and Ammar Omar, "John Doe"
and "Jane Doe"
24/01394 Stelios Kraniotakis v. South
Shore Autoplex, LLC, d/b/a South
Shore Chrysler Dodge Jeep Ram
25/00011 Aletha Wambach v. Sequoya
Potter and James Potter
25/00037 Sanford Equities Corp. v. Robert
M. Cushing and Noan-Huey Wu
25/00043 Sanford Equities Corp. v. Robert
M. Cushing and Noan-Huey Wu
25/00046 Yim Fun Law v. Xing Li, Inc.
25/00102 Grand Plus Supply, Inc. aao
Erica F. Hamilton v. Geico Indemnity
Company
25/00103 Best Care Pharmacy of New
York, Inc., aao Genel A. Sanchez v.
Progressive Insurance Co.
25/00126 Matter of The Summary
Proceeding By The New York State
Commissioner of Transportation,
Agent For People v. Bestway Carting,
Inc., JFK Long Term Parking, Inc., US
Auto Storage, LLC a/a Prime Park
JFK
25/00134 Gem Pawnbrokers Corp. v.
Charmaine Parrish and "John" "Doe"
and "Jane" "Doe"
25/00137 Accelerated Inventory
Management, Inc. v. Darren Phillip
25/00148 Matter of the Application of
Isabel Lopez, Raul Lopez, and Carmen
Galindo v. for a pursuant to article
7A of the Real Property Actions and
Proceedings Law, Appointing A Court-
Designated Administrator For The
Premises Known As 374 Wallabout
Street, Brooklyn, Ny 11206 and
Department of
25/00153 Matter of the Summary
Proceeding By The New York State
Commissioner of Transportation,
Agent For People v. Bestway Carting,
Inc. and JFK Long Term Parking, Inc.
and US Auto Storage, LLC a/a Prime
Park JFK
25/00158 Danny Marin v. Heec Equities,
LLC, Everest Building Management,
and Mark Anthony and Department of
Housing Preservation & Development
25/00159 Maurice Louts v. Geico General
Insurance

25/00166 16 Post Lane Ventures, LLC v.
Lakesha Monique Vega and Daqoun
Bryant, Elijah Bryant, Tamaya Bryant,
Quron Oliver, Janaya Bryant, Toby
Vega, "John Doe" and "Jane Doe"
25/00167 Angelina Ramos v. Marisol
Guzman a/k/a Marisol De La Rosa,
Vagnes De La Rosa, Rebecca Osorio
and "John Doe and Jada" "Doe"
25/00181 Vanam Realty, LLC v. Naseeb
Amir Jones and "John Doe" and "Jane
Doe"
25/00183 Sasha Cochrane v. Wellington
At Essex Park Condo and Whispering
Woods At Latonnette
25/00188 Capital One N.a. v. Margaret
Pulgarin and Done Deal Service Corp.
25/00196 P.C. fic Medical Services, P.C.,
aao Charles E. Smith v. Country-Wide
Insurance Co.
25/00203 Lucy Abosi v. Elizabeth Pierre
and Brian Pierre
25/00211 Nabeel Asade v. Ahmed
Elkount and Rabia Hdeh and "John
Doe" and "Jane Doe"
23/05170 Burke Physical Therapy, P.C.,
aao Henley, Monasia v. State Farm
Mutual Automobile Ins., Co.
25/00220 Pmv Realty, LLC v. Chestney
Kirby and "John Doe" and "Jane Doe"
25/00231 Venia Jean v. Jose Myrtha Jean
and Venance Jean
25/00232 J.P Morgan Chase Bank, N.a. v.
Dimitrios Papadimitriou
25/00233 Edward Chung v. Alice Wong
Manager Federal Standard Abstract, Inc.
25/00235 J.P Morgan Chase Bank, N.a. v.
Dimitrios Papadimitriou
25/00241 Rhs 26, LLC v. Zhong Hua Li
25/00251 1616 President Street
Associates, LLC v. Patricia J. Edwards
25/00253 58/2664 Amboy
Realty, LLC v. Bimal Kulasekara and
Christine Amino Kulasekara, "John
Doe" and "Jane Doe"
25/00263 Linden Estates, Inc. v. Annette
Hamilton and "John Doe" and "Jane
Doe"
25/00268 Medical Supply of Ny Services,
Inc., aao Derrick Mcdonald v. Electric
Insurance Co.
25/00269 Medical Supply of Ny Services,
Inc., aao Devon Mcdonald v. Electric
Insurance Co.
25/00270 Isian Owens v. J. Massi Realty,
LLC
25/00271 Robert Shurman v. Maria
Fallacaro and John Doe and Jane Doe
25/00272 Phileman St. Germain v. Brian
Morales

25/00283 Silver Oak Realty Group, Inc. v.
Zeng Zhong Huang
25/00285 Gurmest Kaur v. Emndad
Construction Co. and "Xyz Corp.",
"John Doe" and "Jane Doe"
25/00296 Yanyu Liu d/b/a Shengyu A. Inc.
v. Nader Khedr
25/00366 Mohammed Abul Hashem v.
Tali Wahed and Savitri Singh, "John
Doe" and "Jane Doe" and "John Doe"
and "Jane Doe"
25/00372 Gideon Raviv v. Con Edison
25/00382 Lemena Holdings, LLC v. Wo
Kee Noodle, Inc. and Xyz Corp.
25/00398 Impact Preservation, LLC v.
Florentina Joseph
25/00402 Jesalu, LLC v. Ishac Maximous
25/00404 Dov Land Usa, LLC v. Carrie
Henrichson and "John Doe" and "Jane
Doe"
25/00427 Burke Physical Therapy, P.C.,
aao Hughes, Sasha v. State Farm
Mutual Automobile Ins. Co.
25/00430 Marshall Kestlen, LLC v. R.
Essential Kitchens, Inc.
25/00436 Mohammed Abul Hashem v.
Savriti Singh, Seid Laftah, "John Doe"
and Yamina Jaaf, Sued Herein As
Jane Doe #1
25/00442 Nostrand Group, LLC v. Yakov
Huehner, "John" "Doe" and "Jane"
"Doe"
25/00443 Glen-Marie David v. Drucilla
Mcleod and Department of Housing
Preservation and Development of the
City of New York
25/00447 84 E 52, LLC v. Jamie Morris
and "John Doe" and "Jane Doe"
25/00460 Kimberly Jenkins v. Wioletta
Grazdki and Kazimierz Gradzki
25/00476 Matter of the Summary
Proceeding By The New York State
Commissioner of Transportation, As
Agent For People v. Bestway Carting,
Inc., JFK Long Term Parking, Inc., and
US Auto Storage, LLC, A/K/A Prime
Park, LLC

25/00490 Healthwme Medical Associates,
P.C., aao Guy, Jean Michel v.
Permanent General Assurance
Corporation
25/00491 Headlam Medical Professional
Corporation aao Hernandez,
Christopher v. Hertz Vehicles, LLC
25/00492 Erf Physical Therapy, Pc,
aao Mary, Scotland v. Nationwide
Insurance Company
25/00493 Ach Chiropractic, P.C., aao
Pierre, Polynice v. Hereford Insurance
Company
25/00496 First Spine Chiropractic of Ny,
Pc, aao Faustino, Ramirez v. Unitrin
Advantage Insurance Company
25/00497 Longevity Medical Supply,
Inc., aao Jones, Belinda v. State Farm
Mutual Automobile Ins., Co.
25/00499 Joel Fried v. Isabel Lopez and
Raul Lopez and John Doe and Jane
Doe
25/00545 Oceanwood, LLC v. Kenneth
Fabian, Lucas Waller Keogh, Jed R.
Kronfield, "John Doe" And/O "Jane
Doe"
25/00567 Burke Physical Therapy, P.C.,
aao Johnson, Serena Simone v. State
Farm Mutual Automobile Ins. Co.
25/00568 272 Himrod Street Bh, LLC v.
Abdullah Elgabrowy
25/00579 Margaret Chaplin v. Harvey
Garrett, Jr.
25/00582 Joe Central Brooklyn, LLC v.
Yolanda Johnson
25/00614 197 St. Marks Ave. LLC v.
Bernadette Gideon and "John Doe"
and "Jane Doe"
25/00645 Matter of the Application of
the Commissioner of the Department
of Housing Preservation and
Development of the City of New York v.
For A Judgment, Pursuant To Article
7A of the Real Property Actions and
Proceedings Law, Appointing A Court-
Designated Administrator For The
Premises Known As: 327
25/00655 81 Pearl Street, LLC v. Scott
Miller and Lisa Nuttall and Igor
Videgajn, "John Doe" And/O "Jane
Doe"
25/00656 Shafai Acupuncture, P.C., aao
Moise, Yves v. State Farm Mutual
Insurance Co.
25/00657 Metropolitan Dme, Corp.,
aao Garcia-Gonzalez, Victor v. State
Farm Mutual Automobile Insurance
Company
25/00658 Rise Physical Therapy, P.C.,
aao Benjamin, Nathaniel v. State
Farm Mutual Automobile Insurance
Company
25/00659 Donato D'agosto v. Marcelle
Dahdan and Michelle Aoun
25/00678 Union Street Flats, LLC v.
Danequa Small, "John" "Doe", "Jane"
"Doe"
25/00699 Carroll Flats, LLC v. Tasha King
and "John" "Doe", "Jane" "Doe"
25/00705 Jefferson Estate LLC v. S.
Monique Shoups
25/00726 347 Lincoln Realty, LLC v. Tonya
Hickson
25/00727 Wilmington Trust National
Association, Not In Its Individual
Capacity, But Solely As Trustee of Merrick
Trust 151 v. Fabius Delfus and Derrick
Brown, Demetrios Delfus, Allison A.
Galloway, Germain Delfus, Ruhani
Noel Mcdonald, Sherley Darius, and
Abigail Brown and "John Doe" and
"Jane Doe"
25/00728 Boulevard Together Master
Tenant, LLC v. Jessica Clarke, "John
Doe" And/O "Jane Doe"
25/00737 Rhashan R. Beswick v. Boodall
Surrewallille
25/00739 Brooklyn Housing Preservation,
L.P. v. Nimah Walker and "Jane" "Doe"
25/00740 Boulevard Together Master
Tenant, LLC v. Brian Felix, "John Doe"
a/a/ Carla Felix, "Jane Doe"
25/00751 Luis Alcalá v. Metropolitan
Transit Authority (Mta) (Legal Dept.)

25/00770 Mohamed Tibta v. 156 E. 21,
LLC and Ammar Omar and "John Doe"
and "Jane Doe"
25/00772 Veronica Cromwell and
Tommie Johnson and Nancy Smith
and Jerome Brown v. Az 400 Herkimer
Street LLC and Amarinbin Ahmed and
Department of Housing Preservation
and Development
25/00773 Brownsville Associates v.
Rosemarie Garrison and Jerome C.
Cutherie, Deshon D. Garrison, Amel G.
Garrison and J. Doe
25/00775 459 Chauncy LLC v. Natanya
Hamilton
25/00780 FI General Construcion Co. v.
Trevor Bartley
25/00797 Howard Venue Associates v.
Jose Colon-Fernandez
25/00808 Luis Alcalá v. Bay Laundry
Deport
25/00809 Derrica D. Kearney v. Paul
Notice
25/00864 Alicia R. Ferguson v. Paris
Alexandra
25/00896 Anukwawe Ketosugbo Md, Pc
aao Monique Espinal v. Affirmative
Direct Insurance Company
25/01297 Luis Alcalá v. Laundry King
25/01350 Department of Housing
Preservation and Development v.
Kenneth Banks and Seyed A. Moussavi
and 22 Hawthorne Street, LLC
25/01373 Us Levint Grp Corp. v. Kristine
Ekman
25/01374 Weifeli Lu v. Fu Ping Jiang
25/01375 Alexandria Kennedy v. Victor J.
Capobianco and Josiah Frazier
25/01377 Lloyd Nwankwo v. v. 853 Empire
Boulevard Associates and Property
Services, LLC
25/01385 Ilona Itskov v. Bay Decorators,
Inc. and Ken Gams
25/01386 1338 Prospect LLC v. Franklyn
Stephen and Denese Stephen, Michael
Stephen, Katherine Stephen, Rosita
Cunningham, Andrea Reid, Shannon
Reid, Crystal Reid a/a/ Krystal A.
Reid, Brian Service, Joshua A.
Service, Christina C. Rembert, Visma
M. King, "John Doe" and "Jane Doe"
25/01388 1338 Prospect LLC v. Franklyn
Stephen and Denese Stephen, Michael
Stephen, Katherine Stephen, Rosita
Cunningham, Andrea Reid, Shannon
Reid, Crystal Reid a/a/ Krystal A.
Reid, Brian Service, Joshua A.
Service, Christina C. Rembert, Visma
M. King, "John Doe" and "Jane Doe"
25/01398

9TH and 10TH
JUDICIAL DISTRICT

White Plains, NY

Day Calendar

Dismissal Calendar
MONDAY, SEPT. 15

Driscoll, J.P., Walsh, Conway, J.J.

The Following Cases Have
Been Scheduled By The Clerk
For Dismissal For Lack of
Prosecution. Enlargements of
Time May Be Requested Either
Via Stipulation Between The
Parties, Or By Letter Stating
The Reason For Such Request,
Addressed To The Clerk of the
Court, With A Copy Sent To The
Parties To The Appeal.

24/00903 People v. Juan Miguel Mariotti
24/00905 People v. Tabitha Calvitti
24/01118 People v. Cubby Gibson
24/01236 People v. Jian Wang
25/00245 People v. Dhanesh Ramsaran
25/00411 People v. Pano Andrianis
25/00519 People v. Catherine Wood
24/01077 Primus Automotive Financial
Services, Inc. v. Roberta L. Whitfield
24/00822 693 Holdings, LLC v. Auto Body
Plug, Inc., "Xyz Corp"
24/01320 Wojciech Kosakowski v. Rtr
Financial Services, Inc.
24/01395 Crane Enterprises, LLC v.
Michael Crane, "John Doe 1" and
"Jane Doe 1", "John Doe 2" and "Jane
Doe 2"
25/00066 Veterinary Medical Center of Li,
LLC v. Walter Vilkas
25/00067 Scott Brody v. Pound Ridge
Painting
25/00105 159 Radford, LLC v. Mario
Hernandez and Nancy Lopez
25/00140 Belal Nassar v. Lufthansa
German Airline
25/00141 Waynett Rodeshas Mcken v.
Marcia Jacqueline Willis
25/00152 Ayou Carson v. Eduardo
Martinez
25/00164 Patricia Carino and Michael
Hogan v. Jenna Lorandini
25/00165 Attilio S. Carbone v. Daphne
Adeledi
25/00187 1 Mill Road Apts. Inr. Rhpi,
LLC v. Lawrence Hall and Tashawn
Quintichette, "John Doe", and "Jane
Doe"
25/00209 Elias Vasquez v. A.h. Countertop
& Kitchen Design, LLC
25/00214 Martino LLC Martino and John
Martino v. Jennifer L. Santarpia,
Charlies Frenchie, LLC
25/00223 Riviera Limited Partnership
lv v. Samantha Zangrillo and Michael
Bidetti and Jonathan Thompson
25/00225 West Coast 2014-17, LLC v.
Kamon Fernandez, Edward Fernandez,
Joseph Zavala, Maria Flores and
Glenda Webster and Naomi K. Joseph-
Webster and "John Doe" and "Jane
Doe"
25/00227 Board of Directors of Preserve
On The Hudson Homeowners
Association, Inc. v. Andrea A. Bentley
25/00243 687 Apartments, LLC v. Raquel
Green
25/00257 Shizoba Okwor v. The Mailbox
Parcel and Shipping
25/00258
25/00274 Built By A & R, LLC v. Margaret
Ritschel and Margaret Ritschel As
Executrix of the Estate of Donald G.
Smith and John Doe 1 Through 3 and
Jane Doe 1 Through 3 and James
Griesch
25/00282 Luxx Capital, Inc. v. Victor
Patrick Inwang, Vic Patrick I'oron, and
Pharo Victor Inwang and "John Does
#1-2" and "Jane Does #1-2" and Cross
River, LLC
25/00286 Town of Babylon v. Thomas
Grasso
25/00287 Town of Babylon v. Thomas
Grasso
25/00378 Rocco Viti v. Arik Botier and
Lena Batin Botier, "John Doe", and
"Jane Doe"
25/00395 Us Bank Trust National
Association, Not In Its Individual
Capacity But Solely As Owner Trustee
For Rcl2 Acquisition Trust v. Margaret
R. Howell and Victoria Hargrell, "John
Doe", and "Jane Doe"
25/00471 John L. Cileto, Jr. v. Kenneth
Lewis, d/b/a J.K. Realty
25/00474 Diamond Development
Properties Corp. v. Lisa Purzak,
Edward Bundock, "John" "Doe 2" and
"Jane" "Doe 1-2"
25/00811 Fredrika Bronsther v. Abe
Consulting of Ny Corp.
25/00877 Deborah Lee Rowlinson
v. Robert C. Sweeney and Clover
Automotive
25/01139 Port Jefferson Crossing LLC v.
Wadena Pyatt and Elvis Samaniego,
"John Doe" and "Jane Doe"
25/01320 Main Street Lofts Yonkers, LLC
v. Mabuwa Chiurmbidzo
25/01446 Nicholas J. Valenti v. Craig
Scott and Renee Scott
25/01460 Wilrox, Inc. v. James Pearson
25/01465 Marguerite R. Jucker v. Vivian
Persaud, Dds, Island Dental Associates

Court Calendars
Continued On
Page 18

ORDER TO SHOW CAUSE

At an Individual Assign-
ment Part 48 of the
Supreme Court of the
State of New York, County of New
York, at the Courthouse
thereof located at 60 Centre
Street, New York, New York on this
9th day of September 2025 - PRESENT: HON.
ANDREA MASLEY J.S.C. -
In the Matter of the applica-
tion of SANDSTOWN
TRADE LTD, as Holder of
Shares Representing One-
Half of the Votes of All Out-
standing Shares of Sperone
Westwater Inc., and GIAN
ENZO SPERONE, as Direc-
tor, President and Execu-
tive Officer of Sperone West-
water Inc., Petitioners. For
the Dissolution of SPER-
ONE WESTWATER INC., a
Domestic Corporation, Pur-
suant to Section 1104 of the
New York Business Corpora-
tion Law (the "Petition") and
ANGELA WESTWATER, Respon-
dent-Defendants. -
Index No. 161190/2025 -
ORDER TO SHOW CAUSE.
Petitioners Sandstown
Trade Ltd. and Gian Enzo
Sperone ("Petitioners," each
a "Petitioner") have filed a
Verified Petition for Dis-
solution of Sperone Westwa-
ter Inc. (the "Corporation"),
NOW upon reading and fil-
ing the Verified Petition,
and the Affirmation of John
R. Cahill, Esq., dated 2025
August 18, and all prior
pleadings and exhibits
hereto LET, SPERONE
WESTWATER INC., (the
"Corporation"), the State
Tax Commission, the State
Attorney General, and all
other interested persons,
show cause before Hon. An-
drea Masley, Justice of the
Supreme Court, at an In-
dividual Assignment Part 48
of the Supreme Court of the
State of New York, County
of New York, at the court-
house thereof located at 60
Centre Street, New York,
NY 10007 on the 14th day of
October, 2025, at 4 p.m. or as
soon thereafter as counsel
may be heard, why an Order
should not be issued (A) dis-
solving the Corporation pur-
suant to the Business Corp-
oration Law (BCL) § 1104 on
the grounds that: (1) That
the directors are so divided
respecting the management
of the Corporation's affairs
that the votes required for
action by the board cannot
be obtained; (2) That the
shareholders are so divided
that the votes required for
the election of directors
cannot be obtained; (3) That
there is internal dissension
and two shareholders, each
owning 50% of the total
shares are so divided that
dissolution would be benefi-
cial to the shareholders; (4)
the shareholders are so di-
vided that they have failed,
for a period which includes
at least two consecutive an-
nual meeting dates, to elect
successors to the directors
whose terms have expired
or would have expired on
the election and qualifica-
tion of their successors; and
(B) appointment of a re-
ceiver; and it is further (C)
such other and further re-
lief as the Court deems just
and proper; and it is further
ORDERED, that pending the
argument of this Order
to Show Cause: a) the par-
ties are enjoined from pro-
hibiting the diverting, trans-
ferring, selling, and/or en-
cumbering of the assets and
sets of the Corporation that
occur outside the ordinary
day-to-day operations and
business of the Corporation;
and it is further b) the Peti-
tioners are permitted to ob-
tain immediate and com-
plete access to each of the
premises owned by the Cor-
poration and to obtain in-
formation from the Corpora-
tion and any agents, employ-
ees, service providers, and
representatives of the Cor-
poration, including, but not

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