

## IN BRIEF

### GC's Death in France Sparks Global Outpouring Of Grief and Praise

Self-described "bicultural" lawyer Cécile Boyer had a career in Big Law in Paris and New York and as general counsel at some of the world's biggest reinsurance and insurance companies. But a flood of emotional online comments triggered by her death illustrated that Boyer's professional and personal impact ranged far beyond her legal talents.

French newspaper Le Figaro published the family's death notice on Dec. 31. According to an online tribute page in her name, Cécil Myriam Clotilde Boyer was born July 17, 1969 and died Dec. 22, 2025.

Boyer's decades of experience included about five years as corporate associate in New York at Paul, Weiss, Rifkind, Wharton & Garrison starting in October 1999 and about two years in Paris at Debevoise & Plimpton, according to her LinkedIn profile.

She most recently was Paris-based group general counsel at reinsurance multinational SCOR, which she left in 2018 after about five years. She spent about two years as continental Europe head of legal and compliance at Chubb, GC for general life at Zurich Insurance Group for about a year after about two years in a similar role at AXA.

"We are deeply shocked and saddened to hear of Cécile's passing. During her time as general counsel, she was a person of great integrity and kindness. Our heartfelt condolences go to her family and loved ones," SCOR said via emailed statement.

Boyer's husband, Joram Lietaert Peerbolte, general counsel and chief operating officer at aircraft leasing company TrueNoord, did not give Boyer's cause of death and did not immediately respond to LinkedIn and email messages. In an online post, Boyer's family thanked cancer hospital and research center Institut Curie and its

**Riding a Wave of Trump Policy Shifts, Law Firms Have Stayed Busy in DC** »2



SPECIAL REPORT »9-11

teams for care provided to her. "Cécile was brilliant and creative, and demonstrated tremendous courage and grace in the face of adversity in particular the last 5 years. She was an inspirational and devoted mother to our three daughters and the love of my life," Lietaert Peerbolte wrote in a LinkedIn post announcing her death.

Boyer described herself as a "bicultural lawyer," with a doctorate and LLM obtained from Columbia Law School in 1999 and law and business degrees from Paris-Pantheon-Assas University. She was admitted to the New York and Paris bars.

"She was someone quite atypical for a lawyer: genuinely funny, deeply generous, and refreshingly human," Joséphine Mansour, CEO at artificial intelligence startup Noxtua France and a former in-house leader, said in a message. "Both as a woman and as a professional, Boyer embodied a form of success that was not only about career or recognition, but about presence, openness, and authenticity."

According to her online tribute, Boyer "loved ideas, reading books and intellectual conversations" and was "profoundly artistic."

Dozens of corporate executives, in-house leaders and Big Law lawyers posted condolence messages on Boyer's LinkedIn profile.

"My thoughts go to you, your daughters and to all those who have had the luck to know Cécile," wrote Hogan Lovells Paris financial institutions partner Sébastien Gros. Benoit Chasseguet, Chubb Group's president for France, said "I loved working with Cécile in the years

» Page 4

## 'Pirated?': NY Defenders Face Copyright Suit for Allegedly 'Copying' Expert Report

BY ALYSSA AQUINO

THE FEDERAL Defenders of New York Inc. faces a copyright suit from a Texas-based researcher who claims the public defender group violated the copyright on a report on juror bias in the Jan. 6 cases by allegedly attaching the report in their court filings.

Lindsay Olson, represented by copyright attorney James Bartolomei III, of counsel at Duncan Firm, argued that the public defenders should have paid a \$30,000 licensing fee to use the report, which had been commissioned to produce by other attorneys.

Instead, the Federal Defenders of New York allegedly copied the report and uploaded it on Public Access to Court Electronic Records as part of their defense of a Jan.

6 rioter, according to a complaint filed in the U.S. District Court for the Southern District of New York on Dec. 31.

"The Requesting Attorneys' authorized copying and public display of the Report on the public federal court PACER did not relinquish or waive Plaintiff's exclusive copyright in the Report, such that any J6 criminal defense lawyer could simply copy the Report off of PACER and publicly display the Report for a motion to transfer venue, for the very same purpose the Report was authored and offered in the market," according to the complaint.

Counsel for Olson didn't respond to a Friday request for comment, and the Federal Defenders of New York declined to comment.

But Stacey Lantagne, a law professor at Suffolk Univer-

» Page 4

## New Data Shows Surge in Companies Providing Security For Their CEOs

BY MICHAEL GENNARO

ONE YEAR after the fatal shooting of UnitedHealth Group executive Brian Thompson shook corporate America, new data reveals a sharp increase in companies providing security protections for their CEOs.

According to a comprehensive study released by The Conference Board in partnership with ESGAUGE, FW Cook, and Ropes & Gray, 25% of Fortune 500 companies provided personal and home security for the CEOs in 2025, a 36% increase from the 18% that did so a year earlier.

Fewer smaller companies are providing that protection to their CEOs, but their ranks are growing at an even faster percentage clip. The Conference Board found that 7% of Russell 3000 companies provide personal security to their CEO, a 46.9% increase from 5% a year earlier.

Even more striking, the prevalence of security-related perks for top CEOs has doubled since 2018, reflecting mounting concerns about executive safety in an increasingly polarized environment.

The Dec. 4, 2024, killing of Thompson, CEO of UnitedHealth Group's insurance division, while he was walking alone on a sidewalk outside a Midtown Manhattan hotel sent shockwaves through executive suites nationwide, forcing boards to confront emerging threats to

senior leadership. That tragedy was followed by fatal shootings at a prominent Midtown Manhattan office building in July 2025, further intensifying security concerns.

"These events have strengthened the case for enhanced protections, including home security, secure transportation, personal protection at public events, and

59%

Of S&P 100 firms report CEO personal security perquisites.

44%

Of S&P 500 CEOs had corporate jet access in 2025, cited as security.

greater reliance on corporate aircraft," the study notes.

The largest companies have responded most aggressively. Among S&P 100 firms, 59% now report personal security perquisites for CEOs, up from 49% the previous year, according to data from compensation consultant FW Cook.

Even though security arrangements have become increasingly prominent in executive compensation packages, they still represent a small fraction of overall

» Page 4



Ilya Lichtenstein was sentenced to 60 months in prison for laundering funds linked to the Bitfinex Bitcoin hack.

## Trump Credited for Release of Bitcoin Hacker Ilya Lichtenstein

BY MICHAEL A. MORA

ILYA LICHTENSTEIN, the Russian U.S. national who hacked the global cryptocurrency exchange Bitfinex and stole nearly 120,000 Bitcoin, credited the bipartisan prison reform law signed by President Donald Trump for his early release from prison.

Lichtenstein, 38, of New York City was sentenced in November 2024 in the U.S. District Court for the District of Columbia to 60 months in federal prison for his involvement in a money-laundering conspiracy stemming from the hack and theft of

approximately 120,000 Bitcoin from Bitfinex.

"Thanks to President Trump's First Step Act, I have been released from prison early," Lichtenstein said in a Thursday evening post on X. "I remain committed to making a positive impact in cybersecurity as soon as I can. To the supporters, thank you for everything. To the haters, I look forward to proving you wrong."

Trump signed the First Step Act in December 2018 to reduce the federal prison population through a series of reforms, including establishing a system that provides some inmates with the opportunity to be released early into

» Page 4

## Former NY Judge Found Liable For Sexual Harassment Loses Motion for New Trial

BY BRIAN LEE

AN OUSTED New York judge who had been ordered to pay \$200,000 to his former secretary for having created a hostile work environment was denied a motion for a new trial on Tuesday.

In federal court in Syracuse, U.S. District Judge Glenn T. Suddaby said the jury's August award against Richard Miller II was reasonable, after it found that the former Broome County Family Court jurist had discriminated against his

secretary based on her gender. As such, Suddaby denied Miller's motion for a judgment as a matter of law or, alternatively, a new trial.

Rachelle Gallagher won the award after she and a male court employee sued Miller and the New York State Unified Court System in December 2018. A four-day trial was held this summer.

The jury found Miller violated Gallagher's right to be free from a hostile work environment based on her gender, as protected under the Equal Protection Clause of the U.S. Constitution.

» Page 4

## DECISIONS OF INTEREST

### First Department

**LANDLORD TENANT LAW: Court orders limited tax return production in 'sweetheart' lease dispute.** *Tedford's Tenancy LLC v. Horizons Invs. Corp., Supreme Court, New York.*

**BUSINESS TORTS: Court dismisses investor defendants in buyout dispute, finding claims unsubstantiated.** *Ahmadov v. Isgandarov, Supreme Court, New York.*

**CONTRACTS LAW: Company breached guaranty under operating agreement; damages, fees referred to inquest.** *RSE Orange LLC v. ProudLiving Cos. LLC, Supreme Court, New York.*

### Second Department

**BANKING AND FINANCE LAWS: Court denies defendant's attempt to block bank's collection of credit card judgment.** *Bank of Am. N.A. v. Mohamad, Supreme Court, Kings.*

**INSURANCE LITIGATION: Plaintiff may pursue unreimbursed fire damage claims despite insurance recovery.** *Hirakis v. 111-50 Springfield Blvd. LLC, Civil Court, Queens.*

**REAL ESTATE: Claims dismissed against agent in failed land sale; acted**

**only under power-of-attorney.** *Adamo v. Mazzei, Supreme Court, Richmond.*

### U.S. Courts

**LABOR LAW: Second Circuit reverses denial of NLRB §10(j) injunction, citing Rule 52 violation.** *Poor v. Parking Sys. Plus Inc., 2d. Cir.*

**CIVIL PROCEDURE: Remote employee plaintiff is subject to geographic limits of California law.** *Chan v. Kafene Inc., SDNY.*

**EMPLOYMENT LITIGATION: Court dismisses 'lawfare' claims from long-running employment, bankruptcy disputes.** *Mahn v. Allegis Group Inc., SDNY.*

**IMMIGRATION LAW: Court grants habeas corpus, orders release of ICE detainee held without bond hearing.** *Molina v. DeLeon, EDNY.*

**CONSUMER PROTECTION: Corporate officer is potentially liable in gift card misrepresentation class action.** *Gracie Baked LLC v. GiftRocket Inc., EDNY.*

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

## 'A Little Humanity Goes A Long Way': How Legal Teams Are Keeping Employee Rifts From Escalating Into Lawsuits

BY TRUDY KNOCKLESS

WITH retaliation claims on the rise and remote work requests getting more complex, legal departments are doubling down on using training, documentation and responsiveness to worker concerns to head off potential employment lawsuits.

That was the consensus among employment law leaders speaking on a litigation-trends panel in late November at ALM Global's General Counsel Conference East in New York City.

The session featured Abid Hossain, chief labor and employment counsel at the New York City Council; Robert Ansell, general counsel



From left, Abid Hossain of the New York City Council, Robert Ansell of Power-Flo Technologies, and Marjorie Adams of Ferring Pharmaceuticals, panelists at ALM Global's General Counsel Conference East in New York City.

of Power-Flo Technologies, a maker and distributor of electrical and plumbing products; and Marjorie Adams, head of employment and litigation at Ferring Pharmaceuticals.

Adams said that preventing litigation starts well before a complaint is filed—and long before lawyers get involved. "Behind all of that is really focus-

» Page 4

## INSIDE LAW JOURNAL

Calendar of Events.....	6
Court Calendars.....	7
Court Notes.....	8
Decisions.....	17
Expert Analysis.....	3
Judicial Ethics	
Opinions.....	6
Lawyer to Lawyer.....	3
Legal Notices.....	12
Outside Counsel.....	4
Verdicts & Settlements.....	5

See page 2 for complete Inside lineup.

HOW COMPETITIVE IS YOUR FOOTPRINT BY PRACTICES?

Ask Legal Compass: [at.alm.com/legalcompass](http://at.alm.com/legalcompass)



ALM. Intelligence



Build Your Legal Team.

Go to [lawjobs.com](http://lawjobs.com) and choose the most qualified candidates.

[lawjobs.com](http://lawjobs.com)

Your hiring partner

ALM.

## BONDS

Contact us by phone or email at

[info@blaikiegroupp.com](mailto:info@blaikiegroupp.com)

- |   |  |
|---|--|
| <input type="checkbox"/> Appeals        | <input type="checkbox"/> Supersedeas     |
| <input type="checkbox"/> Discharge Lien | <input type="checkbox"/> Executor        |
| <input type="checkbox"/> Guardian       | <input type="checkbox"/> Lost Instrument |

Express Solutions Expressly for Bonding Problems Since 1933

THE **BLAIKIE** GROUP

111 John St., 16th Floor  
New York, New York 10038  
212-962-BOND 212-267-8440

D. Nicholas Blaikie Fayth Vasseur  
Colette M. Blaikie Christine Harding

[www.blaikiegroupp.com](http://www.blaikiegroupp.com)

## New York Law Journal Inside

## Family Law »3

**Why Your Custody Case Needs a Parenting Coordinator**  
by Lisa F. Chrystal

## Online

## Court Calendars

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

## Ethics and Criminal Practice »3

**Fighting the Demons of AI: New Battlegrounds**  
by Joel Cohen and Douglas Nadjari

## Outside Counsel »4

**Preventing Unintended Marriages for Modern Couples**  
by Alyssa Rower and Jamie Caponera

## Online

## Today's Tip

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

## Verdicts &amp; Settlements »5

**\$0.00 verdict** in a motor vehicle case: **Plaintiff Illegally Operated ATV on State Road, Per Defense**

**\$0.00 verdict** in a premises liability case: **Location, Cause Of Plaintiff's Fall Disputed by Defense**

...and more

## Litigation Special Report »9-11

**The Future of FINRA Enforcement in The Age of GENAI**

**The Importance of a Strong 'Prenup' In Business Divorces: Recent Trends**

**NY Amends CPLR §2106 To Broaden Affirmations in Lieu of Sworn Statements**

...and more

## Online

**Have You Recently Been Involved in a Major Verdict or Settlement?**

Contact the **Law Journal** now, as your verdict, settlement or arbitration award could be considered for a front-page article or publication in a **Verdict-Search's** massive database. Send your submissions to **Law Journal at [editorialnylj@alm.com](mailto:editorialnylj@alm.com)** or to **[verdict@verdictsearch.com](mailto:verdict@verdictsearch.com)**.

## Riding a Wave of Trump Policy Shifts, Law Firms Have Stayed Busy in DC

BY ABIGAIL ADCOX

LAW firms in Washington, D.C., rode a rapidly shifting legal market in 2025, most notably from a new presidential administration that overhauled regulatory and enforcement priorities.

White-collar defense practices in Big Law have remained one of the most unpredictable, especially with the decline of the Foreign Corrupt Prosecution Act enforcement. Financial regulation and environmental practices also reportedly saw a decline in demand in 2025.

But despite these practice shifts, several firm leaders said that 2025 was a busy year for their D.C. offices, with higher education, trade, sanctions and tariffs, and investigations practices as some of their most active practices. Meanwhile, several firm leaders said they grew D.C. lawyer headcount or office space in 2025.

"We're experiencing a strong year. We've got performance across key practices reflecting healthy demand," said Laura Riposo Van-Druff, D.C. office managing partner

of Kelley Drye & Warren, in a late 2025 interview, adding there's been a "large shift across our practices because of the focus of this administration."

Lindsey Harrison, managing partner of Jenner & Block's D.C. office, echoed that attorneys have shifted the focus of their workload within some practices.

"Everyone expected that FCPA work was going to decline because of the priorities that the administration announced, but then folks in our office who would have been doing that work have shifted over and are doing False Claims Act investigations and other kinds of investigations," said Harrison, adding the firm is "busy across the board."

In particular, Jenner has seen strong demand in the higher education space, Harrison noted. Law.com has previously reported that demand has been surging for Big Law firms and boutiques' higher education, employment and lobbying practices as the Trump administration initiated investigations into universities across the country.

For instance, Harvard turned



Lindsey Harrison, managing partner of Jenner &amp; Block

to Jenner & Block, Quinn Emanuel Urquhart & Sullivan, King & Spalding, Ropes & Gray and Lehotsky Keller Cohen to fight the Trump administration's decision to prohibit international students from enrolling.

"Our work in the higher ed space has been a big part of 2025 for the D.C. office," said Harrison, adding, for

instance, that Jenner has five different pieces of litigation for the Association of American Universities.

Overall, changes under the Trump administration have produced a split demand in performance across Big Law in D.C. in the first nine months of 2025, with some firms seeing demand increases and others with declines,

according to a recent Wells Fargo Legal Specialty Group survey.

Despite any demand decline, many firms in the region will likely see an increase in profits in 2025, because billing rate increases are driving revenue and net income growth across the industry. D.C. firms reported billing rates increased by 10% on average in the first nine months of 2025, Wells Fargo said. Meanwhile, standard rates were up 9.2% industrywide.

"So even firms that showed negative demand growth are seeing flat or at least positive top-line growth, because rates have been so good," Owen Burman, a senior consultant for Wells Fargo's Legal Specialty Group, said in late November.

Litigation boutiques and smaller firms have also reported a strong 2025 financial year, prompting several boutiques to hand out bonuses that match or even surpass the high-end Big Law Scale for top performers.

Michael Ray, managing director of IP boutique Sterne, Kessler, Goldstein & Fox, said in an interview in November that, so far, "we've been

having a good year, strong year. But you can't count your chickens until the year is over."

## Growth Mindset

Despite any demand fluctuations, firms continued to grow their D.C. offices in 2025 and make investments in their D.C. real estate.

A leasing report on the first half of 2025 from Savills indicated that firms have favored office relocations in D.C. over renewing their lease at their current location, Law.com reported. From the start of 2024 through the first half of 2025 in D.C., there has been a close to even split between expanding and downsizing law firm tenants in the district, according to Savills' data.

Cahill Gordon & Reindel relocated to a larger D.C. office in 2025, increasing their office space in the market by nearly 30%, as the firm looks to grow its presence in the region.

Edward O'Callaghan, managing partner of Cahill's D.C. office, said that they are already outpacing their initial goals for hiring in the market. » Page 6

## Anti-White? Who's in the EEOC Crosshairs After Pivot

BY CHARLES TOUTANT

AS an effort to combat what it calls anti-American bias in the workplace shifts into high gear at the Equal Employment Opportunity Commission, attorneys are waiting to see who the new initiative targets, and the level of resources behind it.

Meanwhile, as the EEOC exercises its full range of power after obtaining a long-awaited quorum, some critics are faulting the shift in priorities.

On Dec. 17, EEOC chair Andrea Lucas posted a video on social media inviting white males who have experienced workplace discrimination based on race or sex to contact the agency.

The EEOC website is also offering a tutorial on "anti-American discrimination" and the alleged various forms that can take.

As the EEOC mounts its attack, EEO Leaders, a group that includes many of the organization's former top officials, criticized Lucas' choice to "elevate a concern lacking empirical support into a major enforcement priority—diverting scarce resources from well-documented forms of workplace discrimination that harm millions of



EEOC chair Andrea Lucas

American workers today."

In the meantime, employment lawyers are taking a wait-and-see approach.

Denise Keyser, a labor and employment lawyer at Ballard Spahr in Mount Laurel, New Jersey, has not encountered the new EEOC focus first-hand. She says she has responded to the new campaign by advising clients who are contemplating a termination or reduction in force to take a look at whether such actions might have a dispro-

portionate impact on groups such as American-born workers or those who are white or heterosexual.

"Under previous administrations, you were mostly focused on protected classes—like women, older folks, racial minorities or people of color," Keyser said. "Now you need to do the same searching analysis that you would do there in terms of evaluating the risk for the other side of the equation."

Keyser wonders just how much litigation the EEOC will bring over

anti-American discrimination, since the Trump administration has so many priorities.

"I think you will see some of this," she said. "I just don't know how much we will see. It's hard to know how much of this is going to transpire."

Health care employers are likely to be a target of the EEOC's battle against anti-American bias, since they use a lot of foreign workers and are already facing heat from the Trump administration for DEI initiatives and for providing gender-affirming care, Keyser said.

The focus on workplace bias against Americans comes as no surprise: Lucas, who joined the EEOC on an interim basis in 2020, has long spoken of a need to target workplace bias against Americans. And the agency has already brought some cases based on a theory of anti-American discrimination.

In February 2025, for instance, a resort hotel in the U.S. territory of Guam paid \$1.4 million to resolve EEOC allegations it had paid workers from Japan more than American workers and gave the Japanese better benefits and work conditions.

And in November, the EEOC accepted \$150,000 to resolve

claims a farm operation in Mississippi gave foreign-born agricultural workers preferential treatment over Black American workers.

The EEOC's current embrace of anti-American discrimination represents a departure from the way it has historically operated, said David Lopez, who served as the agency's general counsel under President Barack Obama from 2010-16.

In the past, the EEOC set its own priorities after consulting stakeholders in the community, business leaders, advocacy groups and its own career staff, said Lopez, who is now a law professor at Arizona State University.

The focus on anti-American discrimination was not adopted after consultation with outside groups but was passed down from the executive level, Lopez said. He does not doubt that anti-American or anti-white discrimination exists, and notes that the EEOC has brought successful cases focusing on those issues, but he questions making anti-American discrimination a major priority of the EEOC.

"It's really a sharp departure, and it's not a systematic way of trying to determine how to allocate extremely scarce public

resources. It diverts resources away from areas that, certainly in the past, the commission has said, based on a lot of work, where you know the resources are best used," said Lopez, a member of EEO Leaders.

The EEOC was founded to enforce Title VII of the Civil Rights Act of 1964, and the "core objective" of that law is to fight discrimination against Black Americans, Lopez said.

Lopez said it took "so much blood and sacrifice to get that bill enacted, and it was really about addressing anti-Black discrimination. It was written broadly, and it was able to reach everything, including gender identity and sexual orientation" under Title VII.

"But I think this agency needs to talk about where we are in this country with anti-Black discrimination, because they just put out a video asking for white victims of discrimination," Lopez said. "They need to talk about where we are and at what point on the road to Damascus they think that this country has reached where anti-Black discrimination does not exist anymore."

Any company that sponsors foreign workers has been » Page 6

## Taft, Morris Manning Complete Merger, Creating 1,250 Lawyer Firm Spanning 25 Offices

BY JOHN CAMPISI

MORE than four months after the merger between Taft Stettinius & Hollister and Morris, Manning & Martin was initially announced, the newly combined firm began operations on Wednesday, the final day of 2025.

The combination between the two firms, Taft's third acquisition in 2025 alone, is expected to drive revenues above the \$1 billion mark, creating a firm with over 1,250 lawyers in 25 offices across the country.

Taft leaders say that the merger is going to help expand its footprint in the U.S. Southeast and Mid-Atlantic regions, with a strong emphasis on Atlanta, which the firm said is one of the fastest growing legal markets in the nation.

The nation's capital is another sweet spot for the combined firms, with the move meaning Taft will now operate two offices in Washington, D.C.—a new location in the city's Dupont Circle neighborhood along with an existing Capitol Hill location.

Taft leaders say that since the merger was announced in August, more than 10 lawyers have already joined in the Atlanta and Dupont Circle offices, and that additional lateral hiring discussions are on the horizon. Within three to five years,



Bob Hicks (left) and Simon Malko of Taft Stettinius &amp; Hollier

Taft expects the Atlanta and D.C. offices to surpass 150 attorneys and 100 attorneys, respectively.

"You have to start with the Taft overall strategic mission, which is to become the preeminent national middle market law firm in the United States," said Robert Hicks, Taft's firmwide chairman and managing partner. "It's kind of impossible to do that without being in the right key markets that fit our culture, our clients, our economics, etc. Atlanta is sort of the centerpiece of our Southeast region of the national platform.

It'd be very difficult to say that you're in anything dominant in the Southeast if you're not in Atlanta."

Leaders say that the merger enhances capabilities in corporate, real estate, technology, litigation and public policy, among other practice areas.

In a statement, former Morris Manning managing partner Simon Malko, who takes a seat on Taft's executive committee, said that Taft's national platform "amplifies the strengths that have defined Morris Man-

ning for decades—our talent, our culture and our commitment to client service."

The newly merged firm will have Wyatt Kendall and Lauren Prevost as new co-partners-in-charge of Taft's Atlanta office and Carol Weld King, previously managing partner of Morris Manning's Washington, D.C., office, serving as partner-in-charge for the D.C. market. King, along with partner Meredith Caiafa, will join Malko on the executive committee.

Kendall, a partner in the environmental and real estate practices, focuses his work on brownfield redevelopment and urban renewal projects; while Prevost, a partner in the corporate and securities practices and past leader of Morris Manning's real estate capital markets group, represents public and private companies and real estate investment trusts in a variety of capital formation transactions.

King, meanwhile, is a partner in the real estate practice with a focus on transaction structuring, financing, acquisition and development activities in the hospitality and lodging industry.

Hicks said his firm began talks with Morris Manning this past spring, a few months prior to the merger's public announcement. The two sides, he said, hit it off rather quickly, and initial talks were facilitated by a Morris Manning

lawyer who used to work at Taft.

"The reason we loved Morris Manning was it was a really good fit for us, from sort of a cultural perspective," Hicks said. "Their historical, 50-year track record, their client base, their economics lined up with us. So, all the things that we look for in a merger, Morris Manning really brought to the table and gave us a really good launching pad for the Atlanta market."

Atlanta is home to Home Depot and other large companies, which is a draw to the local legal market, he said.

The combination follows Taft's June merger with Florida litigation boutique Mrachek Law and its January 2025 merger with Denver-based firm Sherman & Howard.

Taft bills itself as being one of the faster growing firms in the Am Law 100 and the firm envisions itself being one of the country's leading middle market law firms. The tie-up with Morris Manning worked well, Hicks said, in part because, aside from similar cultures, the two firms are also in sync when it comes to operational outlook including billing structures.

"Their billing rates are almost identical to ours," Hicks said. "Their rates are fairly similar to our Chicago office, and our Chicago office is tier-three pricing."

For comparison's sake, Hicks added, firms like Kirkland & Ellis,

Sidley Austin and Latham & Watkins constitute the top tier of pricing in Chicago.

In Atlanta, Hicks said, partner rates would probably be somewhere in the ballpark of \$1,200 per hour while in D.C. rates are closer to the mid \$1,300 range.

Hicks also said the compensation models for partners are actually quite similar at both firms, which should also help lead to a smooth transition.

Morris Manning, meanwhile, had been in existence for over 50 years and making a name for itself specializing in areas such as real estate, corporate, litigation, technology, capital markets, environmental and international trade practices.

Taft leaders say that after its three combinations this year, the firm saw a 550% increase in revenue, 325% increase in head count and a rise in profits-per-partner to the tune of \$1.174 million.

In D.C., the head count post-merger will be 52 attorneys in the combined two city offices plus nine other professionals.

As for future goals, Taft is also weighing moving into New York and Texas at some point, but there are no specific plans on the horizon at this juncture.

John Campisi can be reached at [john.campisi@alm.com](mailto:john.campisi@alm.com).

Expert Analysis

FAMILY LAW

# Why Your Custody Case Needs A Parenting Coordinator

Parenting Coordinators (PCs) play an essential role in managing high-conflict custodial disputes in family law. New Jersey and New York both utilize Parenting Coordinators to streamline conflict resolution, promote the child's best interest and support families navigating complicated custody matters. However, the structure of PC programs can differ by state. New Jersey has enacted formalized court rules and New York largely relies on local practices and a case-by-case basis. Recognizing these distinctions is vital to understanding how Parenting Coordinators function in these two jurisdictions.

By  
**Lisa F. Chrystal**



repeatedly litigated and struggle with communication, and the Coordinator makes recommendations when parties disagree on parenting plan implementation or other day-to-day parenting issues. In New Jersey, the process is outlined by the court rule, while in New York, PC agreement occurs between the parties or at the judge's discretion using local policy.

The parties can also agree on the appointment of a PC and submit a consent order to the court to name a parenting coordinator

New York Coordinators are often drawn from local lists maintained by the court that may include legal, mental health and/or mediation expertise.

in their case. New York Coordinators are often drawn from local lists maintained by the court that may include legal, mental health and/or mediation expertise.

In New Jersey, the courts maintain a statewide roster of certified parenting coordinators. Certified PCs have completed a training program and annual refresher training, in order to maintain certification.

**How Does It Work?**

Parenting coordinators make binding recommendations on specific issues as outlined in the court rule, the court order and the PCs retainer agreement, but not on financial matters or modifications to legal or physical custody.

A judge can appoint a parenting coordinator in divorce litigation, at any time, after a temporary or final custody order, as circumstances require.

The parenting coordinator is expected to make a recommendation to help resolve the conflict. Parenting coordinators consider the best interests of the children after hearing both parents' goals and perspectives. The PC should meet with the parents, virtually or in-person, and generally accept submissions via email. After hearing both parents' goals and ideas, the parenting coordinator should issue binding recommendations on the issues, usually after helping parents try to find common ground.

**The Benefits of Appointing A Parenting Coordinator**

Once a parenting coordinator is appointed, the parties take their unresolved issues to the PC after trying to resolve their issues themselves.

Issues such as vacation times and itineraries, modifying parenting time, extracurricular activities, college visits, etc., are all examples of issues for discussion with the PC.

If the parents cannot agree, the parenting coordinator should make a binding recommendation. If one party will not accept the recommendation, they may file a motion in court.

Hopefully the parties will file fewer motions in court and have fewer frantic phone calls to their lawyers. Eventually, the parties should learn better practices to resolve disputes together. That is the goal!

**Who Should Be Appointed As a Parenting Coordinator?**

New Jersey has implemented a "Specialized Parenting Coordinator Training" program and has a certification program for parenting coordinators once they complete training. Many lawyers, retired Judges and mental health professionals are certified. The state of New Jersey maintains a list of certified Parent Coordinators in each county.

In contrast, New York does not require coordinators to hold a state certification, though many are experienced attor- » Page 6

**What Is a Parenting Coordinator?**

A parenting coordinator is a relatively new role meant to assist parents, lawyers and the court in high conflict custody cases. New Jersey Court Rule 5:8D, was implemented on Sept. 1, 2023, to govern the use of parenting coordinators in divorce and non-dissolution matters. Anytime the parents repeatedly disagree on what is in the best interest of their children, the case can benefit from appointment of a parenting coordinator.

In New York, PC involvement is based on local practice and court decisions rather than a statewide rule. Some districts, like the 8th Judicial District, have developed their own guidelines, however, these are not applicable for all of New York.

The role of a parenting coordinator in both states is defined as a neutral third party to help parents implement parenting plans and resolve day-to-day issues. Parenting coordinators cannot make recommendations on financial issues or modify legal and physical custody.

**How to Have a Parent Coordinator Appointed?**

A judge will appoint a parenting coordinator if parents have

LISA F. CHRYSAL is a retired Superior Court Judge from New Jersey.

ETHICS AND CRIMINAL PRACTICE

# Fighting the Demons of AI: New Battlegrounds

This is Part Two of a two-part series of articles addressing potential problems arising from attorneys' incautious use of Generative AI in criminal litigation, Part 1 having been published in these pages on Dec. 6, 2025

"The real danger is not that computers will begin to think like men, but that men will begin to think like computers."—Sydney J. Harris, from Harold W. Eaves, Return to Mathematical Circles: A Fifth Collection of Mathematical Stories and Anecdotes 1988.

While AI is undoubtedly seductive, the question now is whether we can leverage its potential without falling to its risks. In the first of this series, we warned of the risk of hallucination: the possibility of false cites, false quotes or holdings. But the risks posed by this technology are compounded as AI finds its way into every aspect of the criminal justice system, from investigation to discovery, motion practice, trial and even sentencing.

AI-driven enhancements of existing evidence (such as facial recognition software) are neither new nor infallible. Consider Nijeer Park, an African American man jailed in Woodbridge, New Jersey after facial-recognition software identified him as a thief (see *Parks v. McCormack, Compl. & Jury Demand*, PAS-L-003672-20 (N.J. Super. Ct., Passaic Cnty.) and as discussed in ACLU of N.J., News & Commentary (May 29, 2024)). Once "identified," he was questioned. However, given the visual evidence, the alibi placing him thirty miles away from the scene of the crime was almost dismissed, likely by what experts



By  
**Joel Cohen**



And  
**Douglas Nadjari**

refer to as "automation bias" or the tendency to favor technology over human judgment (see Antonio Cocco, *Exploring the Impact of Automation Bias and Complacency on Individual Criminal Responsibility for War Crimes*, 21 J. Int'l Crim. Just. 1077 (2023)). Parks insisted that his lawyers not just accept what they saw, and expert testimony later exposed flaws in the technology, leading to his exoneration.

Digital document dumps, once the province of civil and white-collar practice, are now routine in criminal cases.

The danger presented by "automation bias" can be flipped and exploited to falsely attacking the reliability of truly reliable evidence. In Illinois, Timothy Foreman was accused of sixteen counts of murder and residential burglary and challenged the prosecution's use of voice recognition technology to identify his voice on incriminating jailhouse calls (see *People v. Foreman*, 2020 IL App (2d) 180178).

Even though witnesses identified his voice, Foreman argued that "in the age of so-called deep-fake videos and easily manipulated audio recordings, improperly authenticated recorded communications should be inherently suspect." This cynical phenomenon, now referred to as the "liar's dividend" is both well recognized and underappreciated and is increasingly invoked both in court and in public discussion (see *Deepfakes and the New Disinformation War*, Foreign Affairs,

Chesney and Citron, Vol. 98, No. 1, at 147 (Jan./Feb. 2019)).

Unlike the enhancement tools challenged by Park and Foreman, generative AI can be exploited to create false confessions, alter audio recordings or fabricate "surveillance" videos. We may soon see identification programs that combine facial metrics with gait analysis, as well as lipreading systems that generate incriminating transcripts of otherwise private or obscured conversations. The overriding question now is whether we can believe what we see or hear.

For defense lawyers, the greatest concern is that much of this software is proprietary. Frye and Daubert may no longer assure reliability, in part, because the science beneath these technologies may be shielded from effective challenge as a trade secret. As a result, the "intelligent" conclusions these systems reach may be difficult to challenge (see *Generative AI as Court Evidence*, 52 Mitchell Hamline L. Rev. 1 (2025)). To some extent, proposed changes to the Federal Rules of Evidence (and similar proposals before the N.Y.S. Assembly) address the risk posed by claims of "proprietary information" in this arena but which may not be enough to challenge the "intelligent" conclusions these systems reach. (See Proposed Fed. R. Evid. Rule 707 and NYS Assembly Bill A1338). How will courts balance the accused's due process rights against the competing proprietary interest of the software developer that is not a party to the criminal case?

AI's influence is equally profound in discovery. Digital document dumps, once the province of civil and white-collar practice, are now routine in criminal cases. Expanded disclosure obligations, particularly in New York, combined with the staggering volume of electronically stored information, have transformed discovery into a data-management morass. Prosecutors may not flag buried Brady or Giglio material and courts have not advanced the Brady rule far enough to keep pace with technology. If human review fails or predictive coding algorithms » Page 7

## LAWYER TO LAWYER

### FLORIDA ATTORNEY

#### LAW OFFICES OF RANDY C. BOTWINICK

Formerly of Pazer, Epstein, Jaffe & Fein

### CONCENTRATING IN PERSONAL INJURY

**RANDY C. BOTWINICK**  
34 Years Experience

- Car Accidents
- Slip & Falls
- Maritime
- Wrongful Death

**JAY HALPERN**  
39 Years Experience

**Co-Counsel and Participation Fees Paid**

Now associated with Halpern, Santos and Pinkert, we have obtained well over \$100,000,000 in awards for our clients during the last three decades. This combination of attorneys will surely provide the quality representation you seek for your Florida personal injury referrals.

**MIAMI** 150 Alhambra Circle  
Suite 1100, Coral Gables, FL 33134  
P 305 895 5700 F 305 445 1169

**PALM BEACH** 2385 NW Executive Center Drive  
Suite 100, Boca Raton, FL 33431  
P 561 995 5001 F 561 962 2710

**Toll Free:**  
**1-877-FLA-ATTY (352-2889)**

**From Orlando to Miami... From Tampa to the Keys | www.personalinjurylawyer.ws**

**SCHWARTZ, FANG & KEATING, P.C.**

**Offices Available for Sublease**

Two fully furnished offices are available for sublease within a small, congenial law firm. Located on Jericho Turnpike in Syosset, this office building offers a professional environment with convenient amenities. An optional workstation is also available. Tenants will have access to two shared conference rooms, a welcoming reception area, and ample on-site parking. Additionally, a deli is conveniently situated on the building's first floor. The offices are available for immediate occupancy at a rate of \$1,500 per month per office, which includes utilities. The optional workstation is available for an additional \$250 per month. For inquiries or to arrange a viewing, please contact Lisa Repanes via phone or email.

**Contact Us**  
Schwartz, Fang & Keating, P.C.  
Syosset, NY  
Two Offices: Approx 9' x 13' each  
Contact: Lisa Repanes  
Tel: 516-488-0100  
Email: Lrepanes@sfskcsq.com

## BERNARD D'ORAZIO

& ASSOCIATES, P.C.

NEW YORK CITY

---

DORAZIO-LAW.COM

**JUDGMENT ENFORCEMENT & DEBT COLLECTION LITIGATION**

### Professional Announcements

*The perfect way to inform the New York Legal Community*

*When your firm has news that is important enough to announce...*

- New Partners and Associates
- A Big Win
- New Firm Formation and Mergers
- New Firm Name or Location
- Upcoming Events and Programs
- Recognitions and Awards

Appearing daily on Page 2 in the New York Law Journal

With a bonus feature on nylj.com

**To place your firm's Professional Announcements contact Carol Robertson at 212-457-7850, or email croberson@alm.com**

**THE NEW YORK NO-FAULT ARBITRATION ATTORNEY TO THE PERSONAL INJURY MEMBERS OF THE BAR**

**ANDREW J. COSTELLA JR., ESQ.**

**CONCENTRATING IN NO-FAULT ARBITRATION FOR YOUR CLIENTS' OUTSTANDING MEDICAL BILLS & LOST WAGE CLAIMS**

---

**SUCCESSFULLY HANDLING THOUSANDS OF NO-FAULT CLAIMS**

Proud to serve and honored that New York's most prominent personal injury law firms have entrusted us with their no-fault arbitration matters

**LAW OFFICES OF ANDREW J COSTELLA JR., ESQ., A PROFESSIONAL CORPORATION**

600 Old Country Road, Suite 307, Garden City, NY 11530  
(516) 747-0377 | arbmail@costellalaw.com

**Reach your peers to generate referral business Lawyer to Lawyer For information, contact Carol Robertson at 212-457-7850, or email croberson@alm.com**

**ALM LEGAL INTELLIGENCE**

# MarketView

**Intelligence isn't about IQ anymore. It's about matching your expertise with a 360° perspective. Intelligence is Marketview.**

**MarketView** is targeting exactly the information you need from the endless stream of data brought to you each day by every peer, client and competitor.

**MarketView** is finding a headcount on practice areas and firm client history in a matter of seconds.

**MarketView** is access to top legal research so you can apply specific insights and industry trends to strengthen your business.

**MARKETVIEW**

View the industry's landscape from an unprecedented vantage point with the superior source of comprehensive, competitive market research that you can count on. Always.

**LEARN MORE. ALMLEGALINTEL.COM/ALI/DATABASE**



JOEL COHEN, a former state and federal prosecutor, practices white collar criminal defense law. He is an adjunct professor at both Fordham and Cardozo Law Schools. DOUGLAS NADJARI, a former state prosecutor, is a partner at Ruskin Moscou Faltischek P.C. and is a member of the firm's health law, white collar crime and crisis management departments. TYLA PHILLIP, an associate at the firm, assisted in the preparation of this article.

## Off the Front

## Copyright

« Continued from page 1

sity whose research focuses on copyright and trademark law, said the case raises interesting legal questions, in part because the alleged fact-pattern is so unusual.

"I've never heard of anything like this before," Lantagne said. If the alleged misconduct is true, "it does seem like the particular facts here are egregious," said Lantagne.

The complaint homes in on "Multi-District Comparative Community Attitude Study," a paper analyzing potential bias in the Washington, D.C., jury pool against people charged with participating in the Jan. 6, 2021, attack on Capitol Hill.

Olson had been commissioned for the study by attorneys who

represented members of the far-right extremist group, the Oath Keepers. The attorneys there, according to the complaint, used the report in support of their motion to transfer the case out of Washington, D.C.

But Olson alleged that public defense attorneys representing Ralph Celentano—another Jan. 6 defendant—"copi[ed]" the report in their own motion to transfer venue, "the very purpose of the report was originally created." The lawyers could have just referenced and described the report, Olson argued.

That Olson's report was created for a litigation purpose was emphasized by Lantagne, who said that it could be critical to understanding whether the report was fairly used.

"When you're using something in litigation, you usually have a

fair use defense, but that's usually because you're using it for something different than its original purpose," Lantagne said. "But here, [the report] seems to have been created solely for litigation."

The lawsuit is only one of many seeking to enforce Olson's copyright, with many of the cases making similar allegations against other attorneys who have represented Jan. 6 defendants.

One such case was filed against an attorney who had commissioned an updated analysis, received the report, but failed to pay Olson. That case reached federal jurors, who ultimately rejected Olson's copyright claim but awarded her \$77,000 on a separate breach of contract claim.

© Alyssa Aquino can be reached at [alyssa.aquino@alm.com](mailto:alyssa.aquino@alm.com).

## Security

« Continued from page 1

pay. The median cost of security benefits in 2025 was \$76,000 for both S&P 500 and Russell 3000 CEOs.

By sector, security perks are most prevalent in communication services, consumer discretionary and utilities—industries where executives maintain high public profiles or oversee essential infrastructure.

Corporate jet usage remains the second-most common perk

for S&P 500 CEOs after pensions, with nearly 44% receiving it in 2025. However, private air travel is increasingly provided as part of comprehensive security plans rather than as a standalone benefit, blurring the lines between convenience and protection.

The security findings emerged as part of a broader analysis of executive compensation practices based on companies' 2025 proxy filings with the Securities and Exchange Commission.

Most companies submitted their proxies last spring, just months after Thompson's killing

and before the second shooting incident. As a result, the full impact of the shootings in spurring corporate boards to provide personal security to CEOs won't become clear until proxy filings flow in this spring.

"As scrutiny intensifies, especially around personal security and aircraft use, companies will need to clearly explain both why these benefits are necessary and how they align with the broader pay philosophy," the study notes.

© Michael Gennaro can be reached at [michael.gennaro@alm.com](mailto:michael.gennaro@alm.com).

## Legal Teams

« Continued from page 1

ing on employment litigation prevention," she said. That includes culturally relevant policies, clear training and legal guidance that's embedded throughout the business.

Hossain agreed that policies are only as strong as the consistency with which they're applied. "One of the best defenses ... is, 'This is how we always do it,'" he said. "But how are you going to make that argument if you don't have a policy that lays out the uniform way you handle different issues?"

Lack of documentation—or inconsistent enforcement of policies—can easily fuel retaliation claims. And retaliation, panelists said, is still the most common type of employment claim.

"You don't necessarily have a history documented that might indicate, 'Hey, there were issues prior to the complaint,'" Hossain said. Without that, "it looks a little suspicious."

Ansell, who is Power-Flo's only in-house lawyer, made creating early documentation a priority when he joined the 300-employee company in 2018. He drafted policies and procedures, rolled them out and conducted training.

"All the managers had to understand, you have to write someone up, even if it's a small infraction," he said. "It's not about being punitive, it's about being fair and creating a record."

Ferring Pharmaceuticals' Adams uses what she calls "documented coaching"—brief follow-up emails to capture performance conversations.

"It's just putting three sentences together that make sense and sending them to the employee," she said. That might include: "As we discussed on Monday, we're going to work together on the fol-

lowing three areas over the next few months.' That's it."

One prickly area for employers to navigate is ensuring they meet their legal requirements to provide reasonable accommodations to workers with disabilities.

The standard under the Americans with Disabilities Act and the New York City Human Rights Law is that an employer must make those accommodations unless doing so would cause it "undue hardship."

The city ordinance is more stringent—applying to a larger pool of employers, defining disabilities more broadly and requiring that employers engage in a "cooperative dialogue."

Hossain said that one challenge is that an increasing number of accommodation requests involve invisible conditions, such as anxiety or depression. "It can necessarily impact the work environment. And you don't necessarily know that someone is going through that unless they disclose it."

Another area where disagreements with employees can flare up is remote work.

Adams said that when Ferring Pharmaceuticals decided to mandate that employees spend four days per week in the office, it eased into the change, giving workers eight months' notice and temporarily providing additional flexibility.

"What we're not doing is saying yes to any permanent accommodation," she said. "Everybody has an offer letter ... that says very clearly that their role is either in an office ... or they're field-based."

A similarly emotionally charged issue is pay transparency. Adams recommended that companies keep conversations with a particular employee about whether he or she is compensated fairly as narrow as possible.

"Just keep bringing it back to that individual employee," Adams

said. "Let's talk about you. Let's talk fully about what you brought to the table ... and why we set your pay at this particular point."

Ansell said companies can go a long way toward preventing disputes with employees from escalating into lawsuits by communicating with them empathetically and with clear, consistent messaging.

"There's a lot of screaming at each other and not a lot of listening. A little humanity goes a long way," he said.

All three panelists stressed the importance of internal partnerships, especially with HR.

"Just because you're an employment lawyer doesn't mean you're qualified to navigate a personal one-on-one conversation," Hossain said. "Lean on people who have that experience."

Adams updates her HR team quarterly on evolving legal issues and brings in outside counsel for lunch-and-learns with HR teams. "Outside counsel needs to understand my HR team ... because so often in employment litigation, you have outside counsel speaking to your HR team."

Ansell encouraged legal departments to also look to their insurers as a resource.

"They deal with defending companies like mine every day," he said. "I want to resolve this issue correctly, so I don't have a claim."

Ultimately, workers aren't expecting their employer to handle every matter perfectly. But they do expect credibility, Hossain said.

"Are you creating an environment where [employees] trust your internal system?" he said. "You don't have to do whatever someone wants. You should be able to communicate: We understood the issue, we took it seriously, and it was addressed."

© Trudy Knockless can be reached at [trudy.knockless@alm.com](mailto:trudy.knockless@alm.com).

## Harassment

« Continued from page 1

The lawsuit alleged Miller created a toxic environment during a two-year span ending in the summer of 2017.

The lawsuit claimed Miller forced Gallagher and his court attorney, who did not receive an award, to watch pornography that included a nude photo of a coworker. The lawsuit alleged Miller made sexual demands and had asked Gallagher to engage in sex acts with an elected official for political favor.

The lawsuit also alleged Miller commented about his sexual desires and demanded that Gallagher satisfy them.

The former judge was accused of threatening Gallagher and the court attorney if they reported his alleged actions.

Suddaby was not convinced of Miller's argument for a new trial based on his claim that he and Gallagher had a pre-existing

social relationship, which undermined her claim. The judge also concluded that Miller's relevant actions were taken under the color of state law.

According to Suddaby, the harassment at issue was committed in relation to Miller's position as a judge. The judge added that Gallagher's claim included evidence that Miller engaged in harassment of other women at the courthouse.

Miller also argued the jury could not have reasonably found that the harassment was based on Gallagher's gender, or that any misconduct was so severe and persuasive to constitute a hostile work environment.

Suddaby dismissed that argument as amounting "to little more than a request for the court to engage in its own weighing of evidence" and credited Miller's arguments and interpretations of the evidence.

The jury, Suddaby said, reasonably found that Miller's conduct was based on gender, given his

comments and conduct were rooted in a desire to have sexual relationships with women in the courthouse, and often with Gallagher.

Suddaby, however, ordered a 20% reduction of Gallagher's award for attorney fees, slashing 186 of the 928 hours claimed by her personal-injury counsel from Dreyer Boyajian LLC in Albany. Suddaby said the adjustment accounts for various entries that used block billing, duplicative work claims and other tasks that are not compensable.

Miller was represented by attorneys from Bond, Schoeneck & King.

In October 2020, the state's top court, the New York Court of Appeals, removed Miller from the bench, about eight months after the New York State Commission on Judicial Conduct determined he should be removed for misconduct, sexual harassment and failure to report and pay taxes.

© Brian Lee can be reached at [brian.lee@alm.com](mailto:brian.lee@alm.com).

## Outside Counsel

## Preventing Unintended Marriages For Modern Couples

Marriage carries consequences far beyond the wedding day. It reshapes property rights, support obligations, inheritances, and a host of default rules that govern daily life and financial outcomes. Those who get married will not just change their personal lives: they will also change their legal position and relationship to one another.

At the same time, legal marriage is increasingly postponed. Many couples will engage in commitment ceremonies, religious rites, or long periods of cohabitation before or even instead of a civil wedding. Those choices often look and feel like marriage to family and community, even when the couple does not intend a legal marriage.

Given the widening gap between social practice and the law, it is important to understand when displays and patterns of commitment can create a legal marriage. In practice, legal exposure is concentrated in three places: a state ceremony that satisfies solemnization without a license; an out-of-state rite whose civil force can follow the couple home under comity; and sustained cohabitation that in some jurisdictions ripens into marriage or marriage-adjacent claims. By understanding the risks with each, couples can keep expressions of love from becoming accidental marriages.

## Commitment Ceremonies In New York State

Under New York law, "[t]here is a strong presumption favoring the validity of marriages." According to Domestic Relations Law ("DRL") §25, a marriage in New York can be valid even without a marriage license if it has been "solemnized." The requirements for solemnization are surprisingly minimal: "there is [n]o particular form or ceremony [that] is required when a marriage is solemnized [...], but

ALYSSA ROWER is the founding partner of the matrimonial and family law firm, Rower LLC. JAMIE CAPONERA is an associate at the firm.



By Alyssa Rower



And Jamie Caponera

the parties must solemnly declare in the presence of a clergyman or magistrate and the attending witness or witnesses that they take each other as husband and wife." DRL §12. Thus, if a couple declares their intent to marry one another in the presence of an officiant and witnesses, that couple may be legally wed even without a marriage license.

By understanding the rules, couples can design ceremonies and structure their relationships to honor their commitments without unintentionally changing their legal status.

When evaluating religious ceremonies where the parties have not obtained marriage licenses, New York courts look for objective markers that the couple made a present-tense marital vow before clergy or a magistrate with witnesses.

In *Commissioner of Social Services ex rel. N.Q. v. B.C.*, an imam conducted a wedding rite, religious verses were recited, both parties answered yes, and witnesses memorialized the event. Under DRL §12 and 25, this ceremony sufficed for a valid marriage despite the lack of a license or written contract. *Commissioner*, 43 N.Y.S.3d 342 (1st Dept. 2016). A line of cases has somewhat mechanically upheld the validity of license-less marriages where a ceremony met the requirements of DRL §12. See *Hirsh v. Stern*, 920 N.Y.S.2d 783 (2d Dept. 2011); *Ahmed v. Ahmed*, 865 N.Y.S.2d 610 (2d Dept. 2008).

Because of the mechanical emphasis on whether the statutory requirements were objectively fulfilled, courts can find a legal marriage even where the parties have expressed an intent to avoid legal marriage. In *Spalter v. Spalter*, the parties participated in a traditional Jewish wedding officiated by a rabbi under a chuppah, with witnesses and a ketubah. 205 N.Y.S.3d 332 (1st Dept. 2025). The court affirmed this as a marriage despite the couple signing a document stating that they were "entering into a 'marriage that is binding under Jewish law' but not 'legally recognized' under New York law."

However, other judges have been more reticent to uphold these marriages. In dicta, Judge Cooper declared that "DRL §25 is an anachronism, and its time has come to be repealed or amended." *Ponorovskaya v. Stecklow*, 987 N.Y.S.2d 543 (Sup. Ct. N.Y. Cnty. 2014). Other cases suggest that completing the requirements of DRL §12 is not enough, and that the parties must also harbor a mutual intent to get married. *Devorah H. v. Steven S.*, 12 N.Y.S.3d 858 (Sup. Ct. N.Y. Cnty. 2015).

## Commitment Ceremonies In Other Jurisdictions

When a marriage is celebrated outside New York, New York courts begin with comity. If the marriage is valid where celebrated, New York ordinarily recognizes it; if it is void where celebrated, New York generally treats it as void. DRL §12 and 25 do not generally apply to out-of-state ceremonies. See *Ponorovskaya*, 987 N.Y.S.2d at 555.

Accordingly, New York will generally not rescue a foreign ceremony that was void where celebrated. In *Ponorovskaya*, the court refused to honor a Jewish ceremony held in Tulum, Mexico. The parties did not complete the marital formalities required by Mexican law, including the requirement of filing with the Mexican civil registry. 987 N.Y.S.2d at 550. The court found that while the ceremony "had a good deal of pomp and

## IN BRIEF

« Continued from page 1

she was at [Chubb precursor] ACE. She was creative, always in good humor, combative and full of energy."

"I had the privilege of working with Cecilia [at Debevoise & Plimpton] and remember her kindness and joy," wrote New York-based Fenwick & West insurance transactions, insurtech partner Heidi Lawson.

"We will always remember her great sense of humor and her contagious smile. She was a smart, dedicated person and an incredible human being," wrote Armando J. Martinez Benitez, Mexico City-based executive vice president and co-GC at Televisa-Univision.

A spokesperson for the Basique Notre-Dame des Victoires in Paris said a mass will be celebrated for Boyer on Jan. 5, at 10:30 a.m.

Lietart Peerbolte and Boyer's sister-in-law Laetitia Girolami-Boyer were contacted for comment.

—Rick Mitchell

## Linklaters and Clifford Chance Continue To Trail Freshfields in US, Accounts Show

Freshfields remains the biggest beneficiary of the U.S. legal mar-

ket among the U.K.'s elite firms, even as Linklaters accelerates growth in the Americas and Clifford Chance trails its rivals in relative momentum.

A comparison of the LLP accounts filed to Companies House show that Freshfields continues to outpace close rivals Clifford Chance and Linklaters in the U.S.

Freshfields generated \$473.3 million from the U.S. in 2025, the largest U.S. revenue figure reported by any of the elite U.K. firms and a central component of its \$2.25 billion global revenue.

While U.S. growth was slower than at some competitors, the scale of Freshfields' American business means the region remains one of its single largest revenue-generating markets, underscoring the firm's entrenched transatlantic position.

Linklaters, by contrast, is smaller in the Americas but expanding more rapidly.

Revenue from contracts with clients in the region rose to \$189.1 million from \$148 million, a sharp year-on-year increase of around 27% and one of the firm's strongest growth performances globally.

The Americas nonetheless account for a relatively modest

share of Linklaters' \$2.28 billion in global revenue.

The contrast highlights a familiar divide between scale and momentum: Freshfields continues to generate more revenue from the U.S. overall, while Linklaters is growing faster from a smaller base.

Clifford Chance occupies a middle ground. The firm reported \$385 million in Americas revenue in 2025, up from \$332 million the previous year, making the region its third-largest after Europe and Asia-Pacific.

Despite the increase, the Americas remain a less dominant contributor to Clifford Chance's \$2.41 billion global revenue than at some peers, reflecting the firm's continued weighting toward Europe.

Overall performance strengthened across the peer group, with Freshfields increasing revenue by 6.0% year on year to \$2.25 billion, driven primarily by strong growth in the U.S., Linklaters growing revenues by 9.9% to \$2.28 billion, led by substantial expansion in the U.S. and U.K. & Europe, and Clifford Chance recording a 7.5% increase to \$2.41 billion, with growth spread across Europe, the Americas and the Middle East, alongside.

—Molly G. Smith

## Hacker

« Continued from page 1

home confinement. It was a rare example of bipartisan consensus on criminal justice reform. Early analysis suggests lower recidivism rates for those released.

The announcement followed several high-profile crypto-related pardons and commutations since Trump's return to office. One day after his inauguration, Trump pardoned Ross Ulbricht, the founder of the Silk Road, the dark web marketplace allowing users to buy and sell products and services, like heroin and contracts for murder, anonymously through Bitcoin.

In March, Trump issued pardons to BitMEX cofounders Samuel Reed, Arthur Hayes and Benjamin Delo and to employee Greg Dwyer, who pleaded guilty in 2022 to Bank Secrecy Act violations for failing to implement anti-money-laundering controls. In October, Trump pardoned Changpeng Zhao, who pleaded guilty to enabling money laundering on the platform he founded, Binance.

Lichtenstein's sentence included credit for time served since his arrest in 2022. It's not clear whether the Trump administration had any role in his release. A Trump administration official said Friday that Lichtenstein "served significant time on his sentence

and is currently on home confinement consistent with statute and Bureau of Prisons policies."

© Michael A. Mora can be reached at [michael.mora@alm.com](mailto:michael.mora@alm.com).

Questions? Tips? Contact our news desk: [editorialnylj@alm.com](mailto:editorialnylj@alm.com)

## DECISIONS WANTED!

The editors of the New York Law Journal are eager to publish court rulings of interest to the bench and bar. Submissions must include contact information for each party's attorneys. E-mail decisions to [decisions@alm.com](mailto:decisions@alm.com).

# Verdicts & Settlements

## MOTOR VEHICLE

### Plaintiff Illegally Operated ATV on State Road, Per Defense

**Verdict: \$0.00**

**Justin Nadler v. Richard Purdy and Danny Joseph Clark, No. 602537/2021**

**Court:** Nassau Supreme

**Plaintiff Attorney(s):** Robert B. Steinberg; of counsel, Law Office of Hermann P. Gruber, P.C.; Massapequa NY for Justin Nadler

**Defense Attorney(s):** David S. Gould; Russo & Gould LLP; New York, NY for Richard Purdy, Danny

**Facts:** On Nov. 22, 2020, plaintiff Justin Nadler, 32, a construction project manager, was operating an all-terrain vehicle on State Highway 8 in Delaware County. Danny Clark was operating a sedan behind the ATV. Nadler, who intended to make a left turn, slowed and stuck out his left arm as a signal to Clark. Clark drove over the road's center line and attempted to pass Nadler on the left just as Nadler began his turn. The front of the ATV struck the right side of the sedan. The impact threw Nadler off his vehicle and he landed in a nearby driveway. He claimed neck, back and hand injuries.

Nadler sued Clark. Nadler claimed Clark was negligent in the operation of his vehicle. Nadler also sued the sedan's owner, Richard Purdy, for vicarious liability. Purdy was Clark's stepfather.

The matter proceeded to a liability-only trial. Nadler claimed that when he stuck out his arm, he was signaling that he was about to turn left. He had to use his arm to signal because his ATV did not have blinkers. Plaintiff's counsel contended that Clark should have realized the ATV was turning left and not attempted to pass Nadler on his left side. Counsel also faulted Clark for crossing the center line in a no-passing zone.

Plaintiff's counsel requested a missing witness charge for the passenger in Clark's vehicle, who was not called to testify. The court denied the motion.

The defense contended that Nadler violated vehicle and traffic laws by riding an ATV without turn signals or brake lights on a state road. Before trial, the court ruled that the plaintiff was negligent as a matter of law. The jury was only asked to determine if Clark was negligent and if either party's negligence was a proximate cause of the accident.

The defense also claimed that Nadler had slowed and moved over to the right before the impact. Clark testified that he believed Nadler had stuck out his arm to signal that Clark should pass him, not to signify a left turn.

**Injury:** The parties stipulated that Nadler's damages totaled \$175,000. The parties further stipulated that the damages would be reduced by the percentage

of any liability that the jury may have assigned to Nadler, but that Nadler's final recovery had to equal or exceed \$15,000. Damages were thus predetermined and not before the court.

Nadler went to an emergency room following the crash. He was discharged the same day.

Nadler suffered a fifth metacarpal fracture on his left hand. He also claimed lateral and medial epicondylitis in his right elbow. He said this injury caused nerve damage. Nadler additionally alleged C3-4 and C6-7 protrusions, along with L4-5 and L5-S1 herniations with hypertrophy.

Nadler received a cast for his left hand. He also underwent physical therapy and received trigger-point injections. His treatment ended in 2021.

Nadler claimed he could no longer hunt, fish, kayak or snowboard. He also contended that sitting, standing and bending were more difficult. He sought recovery of past medical expenses and damages for his past and future pain and suffering.

If there had been a damages trial, the defense would have argued that Nadler's spine injuries stemmed from a 2016 motor vehicle accident.

**Result:** The jury returned a defense verdict. It concluded that Clark was not negligent.

The jury's finding precluded an award of damages, but Nadler recovered the stipulated minimum: \$15,000.

## PREMISES LIABILITY

### Location, Cause of Plaintiff's Fall Disputed By Defense

**Verdict: \$0.00**

**Felice Hamilton v. PPC Residential, LLC, Parkchester Preservation Management, LLC, Parkchester Preservation Company, L.P. and Parkchester South Condominium, by its board of managers, No. 26958/2019E**

**Court:** Bronx Supreme

**Plaintiff Attorney(s):** Kenneth V. Madden; Kenneth V. Madden, Esq., Brooklyn, NY, trial counsel, Bernstone and Grieco, LLP; Brooklyn NY for Felice Hamilton

**Defense Attorney(s):** Tanya M. Branch; Quintairos, Prieto, Wood & Boyer, P.A.; New York, NY for the Parkchester South Condominium, by its board of managers

**Facts:** On June 3, 2019, plaintiff Felice Hamilton, 68, a paraprofessional, claimed she tripped and fell on the walkway near the flagpole at 20 Metropolitan Oval in the Bronx, which was near a playground and basketball court. Hamilton fractured her wrist.

Hamilton sued PPC Residential LLC, Parkchester Preservation Management LLC, Parkchester Preservation Company L.P. and Parkchester South Condominium. Hamilton alleged that the defendants were negligent in their maintenance and repair of

the premises and in allowing a dangerous condition to exist.

Parkchester South Condominium owns and maintains the walkway within the common areas of the property. Everyone except Parkchester South Condominium was let out of the case.

Plaintiff's counsel alleged Hamilton tripped and fell due to a "hole" or depression in the walkway caused by a missing piece of asphalt. Counsel claimed Parkchester South Condominium failed to properly maintain the walkway and had prior notice of the condition. Counsel introduced numerous photographs purporting to depict the alleged defect and characterize the area as unsafe.

The defense did not dispute that Hamilton fell, but contested the location and cause of the fall. The defense contended that the walkway at the alleged location was reasonably maintained and in a safe condition. Moreover, the defense stated that there were no eyewitnesses to the fall, and no individuals from the basketball court observed Hamilton fall despite the fact that she fell walking towards it to see her niece play. The defense also disputed Hamilton's claim that she spoke with building security, as there was no documentation or other evidence corroborating that a report was ever made.

**Injury:** Hamilton sustained a comminuted and distal fracture in her right wrist. She ultimately underwent an open reduction with internal fixation, with placement of a plate and screws. She also did six months of physical therapy after the surgery.

Plaintiff's orthopedic expert claimed that Hamilton had a significant injury that required surgery. The expert said that she did not make a good recovery and will need future surgeries.

Hamilton claimed that she sustained a permanent injury that prevented her from lifting heavy objects and doing certain activities. She returned to work, but subsequently retired.

Plaintiff's counsel asked the jury for \$500,000 for past and future pain and suffering.

The defense did not contest injuries, but disputed what caused them.

The defense's orthopedic expert acknowledged that Hamilton suffered an injury, but stated that she made a good recovery.

**Result:** The jury returned a defense verdict, finding the property reasonably safe and never reaching the issue of negligence.

## MEDICAL MALPRACTICE

### Doctor Denied He Erred in Performing Gastric Bypass

**Verdict: \$0.00**

**Lateisha Magee Knight v. St. Luke's Cornwall Hospital, Bon Secours Community Hospital, Bon**

**Secours Charity Health System, Inc., Tri-State Surgical Associates PLLC and Jaime Cepeda, M.D., No. EF003041-2021**

**Court:** Orange Supreme

**Facts:** On Feb. 27, 2019, plaintiff Lateisha Magee Knight, 45, a nonprofit owner, underwent an upper endoscopy at St. Luke's Cornwall Hospital. The endoscopy, which was performed by Dr. Jaime Cepeda, indicated a hiatal hernia and significant esophagitis.

Knight thereafter continued to complain of worsening GERD and heartburn, and of increasing hoarseness of her voice to Cepeda. She underwent Roux-en-Y gastric bypass (RYGB) and also had a hiatal hernia repair for chronic reflux esophagitis. These procedures were performed by Cepeda on March 12, 2019 at Bon Secours Hospital. The bypass procedure included the surgical creation of a smaller stomach, known as a gastric pouch, and a bypass of the remaining stomach, by creating a loop of intestine that was surgically attached to the gastric pouch through an anastomosis.

Knight subsequently underwent a supraumbilical panniculectomy, or tummy tuck procedure, performed by Cepeda at Bon Secours Hospital on July 9, 2019.

Knight stopped being treated by Cepeda and began to be treated by other physicians that were affiliated with Tri-State Bariatrics. She complained about abdominal pain and swelling after the July 2019 panniculectomy. She subsequently developed an abdominal wall seroma, for which she underwent CT guided percutaneous aspiration draining at St. Anthony Community Hospital on Sept. 25, 2019.

Knight was seen in the office of Tri-State Bariatrics on Jan. 28, 2020 and was advised that she had signs of a "candy cane," which is an elongated afferent loop, or Roux limb, emanating from the gastric pouch anastomosis. She subsequently came under the care of Dr. George Fielding at NYU Langone in Manhattan on May 13, 2020. After undergoing an esophagram, Fielding diagnosed her with a "candy cane" and a recurring hiatal hernia. These were subsequently repaired by Fielding while he resected the excessive portion of the "candy cane" in a gastric bypass revision procedure.

Knight sued St. Luke's Cornwall Hospital, Bon Secours Community Hospital, Bon Secours Charity Health System, Inc., Tri-State Surgical Associates PLLC and Cepeda for medical malpractice and negligence. Everyone except Cepeda and Tri-state Surgical were let out of the case.

Fielding testified that during a corrective surgery in May 2020, he discovered a significantly elongated and twisted Roux limb from the gastric bypass performed by Cepeda in March 2019. Fielding described the Roux limb as forming a "candy cane" shape, which caused a backup in Knight's digestive system, leading

» Page 7

## VerdictSearch

The cases that appear here are derived from VerdictSearch New York, an affiliate of the New York Law Journal. For more detailed reports from VerdictSearch, to request research, or to submit a case for publication, go to [VerdictSearch.com](http://VerdictSearch.com) or call 1-800-832-1900.

**VerdictSearch**

**VerdictNews NY**

**Shopper injured by runaway cart on store's escalator**

Type: Verdict-Plaintiff  
Amount: \$9,003.825  
Case Name: Rose Mendez-Hudelman v. Costco Wholesale Corporation, No. CV 10-0374  
Court: U.S. District Court, Eastern District  
Injury Type(s): arm, neck, neurological-reflex sympathetic dystrophy/complex regional pain syndrome  
Case Type: Premises Liability - Store, Worker/Workplace Negligence - Premises Liability - Res Ipsa Loquitur, Escalator Accidents, Negligent Repair, Maintenance  
August 3, 2013

**Signs of the Times**

At first glance, last year was seemingly a good one for personal-injury plaintiffs, who were victorious in 42.3% of all suits resolved via verdict or settlement, based on cases reported to VerdictSearch. That figure represents a five-year high, as depicted by the chart's blue line. However, as the red line shows, settlements fell by 10.4%, to 25% from 2012's rate of 28.8%. The bottom line? Defendants prevailed in all cases last year, up

**Keep up with Verdict & Settlement Trends in Your State**

Get exclusive access to news-breaking verdicts including:

- Insightful trends in your jurisdiction
- Detailed briefs
- Top weekly verdicts for your practice area

To get started, visit [VerdictSearch.com/verdictnews](http://VerdictSearch.com/verdictnews) or contact the VerdictSearch Sales Team at 1-800-445-6823

**LAW.COM**

**EXPERIENCE THE NEW LAW.COM**

**PERFECT YOUR PRACTICE**

Law.com introduces national and regional news by practice area, from the ALM sources you trust. With real time news, powerful insights, and expert contributors, it's the perfect way to explore the news that matters to you.

# New York Law Journal

Serving the Bench and Bar Since 1888



Official Publication for the First  
And Second Judicial Departments

220 E. 42nd Street, 21st Floor, New York, N.Y. 10017

Gina Passarella,  
Editor-in-Chief of Global Legal Brands

Joe Pavone,  
Senior Director of Sales - West, Marketing Solutions

Donald Chalphin,  
Global Director of ALM Event Sales & Sponsorships

Michael Marciano,  
Acting Bureau Chief

Christine Simmons,  
Deputy Bureau Chief

**Submissions Editors:**  
Jade Lopez, Kristie Rearick

**Reporters:**  
Alyssa Aquino, Ryan Harroff,  
Brian Lee, Emily Saul

**Art Department:**  
Monika Kozak, Rafal Pytel,  
Ryland West, photographer

**Decisions:**  
Jason Ducena

**Calendars:**  
Patricia Kane, editor

**Production:**  
Agnieszka Czuj, Susan Ferguson,  
Stephen Warren

**Web:**  
Lora Hollien

**Copy Desk:**  
Sean Gossard

## BOARD OF EDITORS

Matthew Biben, Sheila Birnbaum,

Sheila Boston, Mary Eaton,

Robert Giuffra, Taa Grays,

Ruth S. Hochberger,

Patricia M. Hynes, Roberta Kaplan,

Victor A. Kovner, Judith Livingston,

Scott E. Mollen, Carolyn Nussbaum,

Thomas Oliva, David Schulz,

Alan Vinegrad, Dwight Yoo,

Mark C. Zauderer

## EDITORS EMERITUS

Floyd Abrams, H. Rodgin Cohen,

Robert B. Fiske Jr., Barry Kamins,

Charles G. Moerdler,

Herbert Rubin

## ALM:

212-457-9400

800-888-8300

New York City Newsroom: 212-457-7958

Legal Notices: 866-305-3058

## ALM SENIOR MANAGEMENT

Bill Carter, CEO

Richard Green, Chief Commercialization Officer

Mark Okean, Chief Financial Officer

Patrick Fuller, Chief Legal Industry Strategist

Erin Dziekan, Chief People Officer

Patrice Coughlin, Chief of Staff

Jimi Li, Chief Technology Officer

Richard Caruso, SVP, Product, Legal

Josh Gazes, SVP, Operations

Gina Passarella, SVP, Content, Legal

## READER'S SERVICES

For subscriptions and to purchase  
back issues, call 1-877-256-2472.

For questions regarding reprints  
and permissions, call 1-877-257-3382,  
e-mail reprints@alm.com,  
or visit almreprints.com.

Send decisions of interest to  
decisions@alm.com

Send surrogate's decisions of interest to  
surrogates@alm.com

To access decisions and articles published  
in the Law Journal, visit nylj.com.

## ALM.

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

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

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

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

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

Postmaster: Send address changes to the  
New York Law Journal, 220 E. 42nd Street,  
21st Floor, New York, N.Y. 10017. Available on  
microfilm and microfiche. Rates on request. The  
New York Law Journal® is a registered  
trademark of ALM Media Properties, LLC.

## Judicial Ethics

### Opinions From the Advisory Committee on Judicial Ethics

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

#### Opinion: 25-110

**Facts/Issue:** A supervising judge asks if he/she may invite the District Attorney's office and institutional defense counsel to provide training for new criminal court judges on the structure and operation of their respective agencies in a "lunch and learn" setting over multiple days. The judge envisions that the discussion would "focus on the offices' overall structures; the various units and what cases they handle; case flow from write-up/assignment to defense counsel all the way through trial/disposition" and would not involve any discussion of current cases. The judge also asks if there are "any other limitations that the speakers would have to observe."

**Discussion:** We have advised that a judge may host an informal and voluntary "lunch and learn" program for judges and court personnel, provided the presentation speakers and content are balanced and not one-sided. The content of any specific session need not be balanced if the training requires multiple sessions, but the presentations must achieve balance over time.

We note that the proposed topics appear to be permissible, and thus any additional limitations would be speculative at this juncture.

**Conclusion:** A supervising judge may further judicial education by inviting prosecutors and institutional defense counsel to train judges on the structure and operation of their respective agencies, provided the program as a whole is balanced and impartial.

**Authorities:** Opinion 24-34.

#### Opinion: 25-111

**Digest:** On these facts, a judge may not facilitate an introduction between a non-profit organization of which the judge's spouse is an officer and a local agency that coordinates and oversees court-mandated community service for the purpose of discussing whether the agency will place defendants with the judge's spouse's organization.

**Rules:** 22 NYCRR 100.2; 100.2(A); 100.2(C); 100.3(E)(1)(e); Opinions 24-141; 23-140; 22-19; 21-73; 21-31; 10-124; 10-112; 09-174; 05-152.

**Opinion:** The inquiring administrative judge, as well as other judges subject to his/her supervision, may impose sentences that require a convicted defendant to perform community service as an alternative to incarceration. One service provider ("Agency A") coordinates and oversees court-mandated community service for the court, and arranges for defendants to participate in various beautification projects. The judge's spouse is an unpaid officer of a local not-for-profit organization ("Organization B") that operates such projects. The judge asks if he/she may introduce Organization B's manager to Agency A's director "so they can independently discuss" whether Agency A will engage Organization B to employ defendants sentenced to community service. The judge would not sentence defendants directly to service at Organization B, and would not participate in Agency A's decision whether to engage Organization B. Neither the judge's spouse nor Organization B would be compensated for any court referrals.

A judge must avoid even the appearance of impropriety (see 22 NYCRR 100.2) and must always act in a manner that promotes public confidence in the judiciary's integrity and impartiality (see 22 NYCRR 100.2[A]). A judge may not lend the prestige of judicial office to advance any private interest (see 22 NYCRR 100.2[C]).

Although the rule against lending judicial prestige to advance private interests may be especially strong when those interests are commercial in nature (see e.g. Opinions 23-140; 21-73; 09-174), it also applies more broadly. For example, a judge who volunteers in a not-for-profit organization's mentoring program may not provide a testimonial for use in the organization's marketing materials (see Opinion 22-19). Nor may a

judge provide a testimonial to be posted on the website of a charitable foundation (Opinion 24-141). As we explained, providing a testimonial "to burnish the foundation's image and enhance its financial position constitutes an impermissible use of the prestige of judicial office to advance the private interests of the organization, however worthy its purposes may be" (id.). Similarly, "[a] judge may not provide a biographical video for use in a not-for-profit organization's social media campaign, where the required release and the overall context create an impression that the judge's video will be used to promote the organization and its gala fund-raising event" (Opinion 21-31).

Given that the inquiring administrative judge's spouse is an officer of Organization B, we conclude the judge should not introduce the director of Agency A to a manager at Organization B, to encourage Agency A to include Organization B in its service program. We conclude this would impermissibly lend the prestige of judicial office to advance private interests, and thus create an appearance of impropriety, even without a direct pecuniary benefit to the judge, the judge's spouse, or Organization B.

This opinion addresses and prohibits the use of the inquiring judge's influence or prestige to promote Organization B's participation in Agency A's programs. In reaching this conclusion, we do not proscribe the participation of Organization B in Agency A's programs, or the sentencing of a defendant to community service that will be supervised or coordinated by Agency A even if the judge is aware that the community service could be performed for Organization B. Of course, the judge should remain alert for instances where his/her impartiality might reasonably be questioned, such as when the judge's spouse is likely to be a material witness (see 22 NYCRR 100.3[E][1][e]; Opinions 10-124; 10-112; 05-152).

Daily columns in the Law Journal report developments in laws affecting medical malpractice, immigration, equal employment opportunity, pensions, personal-injury claims, communications and many other areas.

## DECISIONS DATABASE

The Law Journal's decision editors find and summarize rulings by New York's federal and state judges that help members of the bench and bar stay on the cutting edge. This decision and many more are stored on our comprehensive, searchable database at <https://www.law.com/newyorklawjournal/case-digests/>

## Calendar of Events

### THURSDAY, JAN. 8

**New York County Lawyers Association (CLE)**  
**Part 2 John Lennon and Richard Nixon: The Day the Music Died—the John Lennon Story**  
5:30 p.m. to 6:45 p.m.  
3 credits  
*In-Person at the NYCLA Home of Law 111 Broadway 10th Floor, New York, via Webinar*  
<https://www.nycla.org/course/the-day-the-music-died-the-john-lennon-story-cle120825/>

### TUESDAY, JAN. 13

**NY City Bar (Non CLE) Bar@theBar**  
6 p.m. - 7:30 p.m.  
*In-Person Registration Link:*  
<https://services.nycbar.org/EventDetail?EventKey=BAR011326&mcode=NYLJ>  
Location: 42 West 44th Street  
Contact: Customer Relations Department, 212-382-6663 or [customerrelations@nycbar.org](mailto:customerrelations@nycbar.org)

### WEDNESDAY, JAN. 14

**Federal Bar Council Antitrust in Healthcare: Can the Antitrust Laws Be Used to Help Control Healthcare Costs?**  
5:30 p.m. - 7 p.m.  
*Live Webinar*  
1.5 ce credits  
<https://fbc.users.membersuite.com/events/a5720928-0078-cc90-5872-0b4902a346e2/details>

**NY City Bar (CLE) Understanding and Leveraging Neurodiversity in the Legal Profession**  
9 a.m. - 10:45 a.m.  
2 CLE credits  
*Registration Link:* [https://services.nycbar.org/EventDetail?EventKey=\\_WEB011426&mcode=NYLJ](https://services.nycbar.org/EventDetail?EventKey=_WEB011426&mcode=NYLJ)  
Location: Zoom

**NY City Bar (Non CLE) Small Law Firm Luncheon: Cyber-security Without the Jargon: A Practical Guide for Solo and Small Firms to Safeguard Client Trust in the Digital Age**  
12 p.m. - 2 p.m.  
*In-Person Registration Link:*  
<https://services.nycbar.org/EventDetail?EventKey=SLF011426&mcode=NYLJ>  
Location: 42 West 44th Street  
Contact: Customer Relations Department, 212-382-6663 or [customerrelations@nycbar.org](mailto:customerrelations@nycbar.org)

### WEDNESDAY, JAN. 21

**NY City Bar (Non CLE) Thinking of Going Solo: Lessons, Challenges, and Tips from Lawyers Who Went Solo**  
Program: 6 p.m. - 7:30 p.m.; Reception: 7:30 p.m. - 8:30 p.m.  
*In-Person Registration Link:*  
<https://services.nycbar.org/EventDetail?EventKey=SLF012126&mcode=NYLJ>  
Location: 42 West 44th Street  
Contact: Customer Relations Department, 212-382-6663 or [customerrelations@nycbar.org](mailto:customerrelations@nycbar.org)

### THURSDAY, JAN. 22

**NY City Bar (Non CLE) Small Firm Chats - Stay Connected with Your Peers and Us!**  
12 p.m. - 12:45 p.m.  
*Registration Link:* <https://services.nycbar.org/EventDetail?EventKey=SLFC012226&mcode=NYLJ>  
Location: Zoom  
Contact: Customer Relations Department, 212-382-6663 or [customerrelations@nycbar.org](mailto:customerrelations@nycbar.org)

**Understanding Chronic Absenteeism and School Avoidance: Law, Policy & Practice in Public Schools**  
6 p.m. - 7:30 p.m.  
*In-Person Registration Link:*  
<https://services.nycbar.org/EventDetail?EventKey=EDU012226&mcode=NYLJ>  
Location: 42 West 44th Street  
Contact: Customer Relations Department, 212-382-6663 or [customerrelations@nycbar.org](mailto:customerrelations@nycbar.org)

**Mental Health Reform at a Crossroads**  
6 p.m. - 7:30 p.m.  
*Registration Link:* <https://services.nycbar.org/EventDetail?EventKey=MHL012226&mcode=NYLJ>  
Location: Zoom  
Contact: Customer Relations Department, 212-382-6663 or [customerrelations@nycbar.org](mailto:customerrelations@nycbar.org)

### MONDAY, JAN. 26-TUESDAY, JAN. 27

**NY City Bar (CLE) 16-Hour Bridge-the-Gap: Practical Skills, Ethics & More...**  
Time Day 1: 9:00 am - 5 p.m. (Virtual)  
Time Day 2: 9:00 am - 5 p.m. (In-Person)  
CLE credits both days: 16  
Day 1 CLE credits: 8  
Day 2 CLE credits: 8  
*Both Days Registration Link:*  
<https://services.nycbar.org/EventDetail?EventKey=BTG262725&mcode=NYLJ>  
Day 1 Registration Link:  
[https://services.nycbar.org/EventDetail?EventKey=\\_WEB012626&mcode=NYLJ](https://services.nycbar.org/EventDetail?EventKey=_WEB012626&mcode=NYLJ)  
Day 2 In-Person Registration

Link: <https://services.nycbar.org/EventDetail?EventKey=BTG012726&mcode=NYLJ>  
Location: Zoom  
Contact: Customer Relations Department, 212-382-6663 or [customerrelations@nycbar.org](mailto:customerrelations@nycbar.org)

### TUESDAY, JAN. 27

**NY City Bar (Non CLE) From Dred Scott, the 14th Amendment, to the Wong Kim Ark's Journey Toward Citizenship Program:** 6:30 p.m. - 8:30 p.m.; Reception: 5:30 p.m. - 6:30 p.m.  
*In-Person Registration Link:*  
<https://services.nycbar.org/EventDetail?EventKey=EAFF012726&mcode=NYLJ>  
Location: 42 West 44th Street  
Contact: Customer Relations Department, 212-382-6663 or [customerrelations@nycbar.org](mailto:customerrelations@nycbar.org)

### WEDNESDAY, JAN. 28

**NY City Bar (Non CLE) A Day in the Life of an In-House Counsel**  
12:30 p.m. - 2 p.m.  
*Registration Link:* <https://services.nycbar.org/EventDetail?EventKey=NLI012826&mcode=NYLJ>  
Location: Zoom  
Contact: Customer Relations Department, 212-382-6663 or [customerrelations@nycbar.org](mailto:customerrelations@nycbar.org)

**Coloring Outside the Law The Full Spectrum of Tech Law—Pixels, Privacy and Progress**  
6 p.m. - 7 p.m.  
*Registration Link:* <https://services.nycbar.org/EventDetail?EventKey=DEI012826&mcode=NYLJ>  
Location: Zoom  
Contact: Customer Relations Department, 212-382-6663 or [customerrelations@nycbar.org](mailto:customerrelations@nycbar.org)

### THURSDAY, JAN. 29

**NY City Bar (CLE) CLE Title: Artificial Intelligence and Federal Courts: What Lawyers Need to Know**  
11 a.m. - 2 p.m.  
CLE Credits: TBD  
*Registration Link:* [https://services.nycbar.org/EventDetail?EventKey=\\_WEB012926&mcode=NYLJ](https://services.nycbar.org/EventDetail?EventKey=_WEB012926&mcode=NYLJ)  
Location: Zoom  
Contact: Customer Relations Department, 212-382-6663 or [customerrelations@nycbar.org](mailto:customerrelations@nycbar.org)

### WEDNESDAY, MARCH 4

**New York County Lawyers Association 2026 Annual Gala Honoring the Judiciary at the Pierre Hotel.**  
6 p.m., In-Person

## Wave of Trump

«Continued from page 2»  
"We're up to 20 lawyers in a year in the Cahill D.C. office, which is definitely outpacing what our anticipations were," said O'Callaghan. "We were finding plenty of work to cover, and so the strategic plan has been coming together a little bit more quickly than we even anticipated."

O'Callaghan said they expect to make additional hires in 2026.

"I would expect in the coming months that we make some more investments in the IP litigation space. Certainly, in the white collar government enforcement, government investigations space, we expect to make some additions there," O'Callaghan added.

Kelley Drye also relocated in December to a new office space in The Wharf from their previous space in Georgetown.

"The space was really built with growth in mind. D.C. is a core market for our firm, and the office design at the Wharf gives us flexibility to expand as client needs evolve," said VanDruff.

Sidley Austin also recently announced it will be moving its D.C. office, signing a 240,000 square foot lease at 2100 M St. NW. The firm plans to occupy the space in 2031.

Meanwhile, Harrison, from Jenner, echoed that they have been in "growth mode" in D.C., adding nearly 40 lawyers in the D.C. office since September 2024.

"The firm as a whole is continuing to invest in the areas that we view as our strengths," said

Harrison. "We're trying to take the things we do really well and continue to grow them. And I think D.C. really embodies a lot of the things that Jenner does really well, including litigation, investigations, what we call government controversies."

Looking to 2026, firm leaders say they expect some of the practice areas that were busy in 2025 to stay active in 2026, including in the trade space.

"There's certainly continued growth in import compliance, supply chain guidance, export control and sanctions work, with this administration, that does not promise to end anytime soon," said VanDruff.

Abigail Adcox can be reached at [abigail.adcox@alm.com](mailto:abigail.adcox@alm.com).

## Anti-White?

«Continued from page 2»  
on notice that its practices will be subject to scrutiny, said Dawn Lurie, an immigration lawyer at Seyfarth Shaw in Washington, D.C. In addition to the EEOC, the Immigrant and Employee Rights Section of the Department of Justice's Civil Rights Division and the Department

of Labor are monitoring employers' practices related to the H-1B non-immigrant visa program, Lurie said.

In light of the increased regulatory focus, Lurie advises clients to reassess their H-1B and other visa programs with an eye toward the rapidly changing enforcement environment, making sure these programs do not disadvantage U.S. workers. She says her own clients are already making such

assessments but thinks the EEOC and other federal agencies will find violators elsewhere.

"I think there are always going to be bad faith actors," Lurie said. "And then there's going to be people that may not understand what they're doing and may not be following the letter of the law."

Charles Toutant can be reached at [charles.toutant@alm.com](mailto:charles.toutant@alm.com).

## Custody

«Continued from page 3»  
neys, social workers or psychologists with relevant family law or ADR backgrounds.

Preferably the parties should agree to the appointment, which leads to higher trust, cooperation

and participation in the process.

Parenting Coordinators continue to play an important role in supporting families as they manage complex custody arrangements and ongoing parenting disputes. While states like New Jersey offer comprehensive, uniform rules for appointing and regulating PCs, other jurisdictions like New York, rely

more on local court practices and individualized judicial orders to guide their PC programs. Regardless of location, the overall impact of parent coordination remains clear: reducing conflict, streamlining dispute resolution and promoting healthier co-parenting relationships for the best interest of children and benefit of families.

## Build Your Legal Team.

Go to [lawjobs.com](https://www.lawjobs.com) and choose the most qualified candidates.

[lawjobs.com](https://www.lawjobs.com) Your hiring partner

ALM.

## Outside Counsel / Expert Analysis

### Marriage

Common law marriage is recognized in Alabama, Colorado, D.C., Iowa, Kansas, Oklahoma, Montana, Rhode Island, South Carolina, Texas, Utah, Georgia, Idaho, Ohio, Pennsylvania, and New Hampshire, though these states' statutes vary based upon when the relationship began, and in New Hampshire, common law marriage only creates a pathway to inheritance rights. Similarly, some states also allow for claims of "palimony," or the division of financial assets and real property when a personal live-in relationship between a non-married couple ends.

While New York does not recognize common law marriage itself, it would recognize a common law marriage that was valid in another state under the full faith and credit clause (U.S. Const. art. IV § 1). In *Carpenter v. Carpenter*, New York recognized a Pennsylvania common law marriage formed during brief stays in Pennsylvania because the couple satisfied Pennsylvania's test of constant cohabitation plus general reputation.

The court pointed to decades of living as husband and wife, a shared surname, two children treated as legitimate, joint bank accounts and tax returns and family cards addressing the wife as daughter-in-law. At the time, Pennsylvania common law marriage did not impose a fixed residency period. On that basis, the Second Department held that a Pennsylvania common law marriage had occurred and honored the marriage under comity. *Carpenter*, 617 N.Y.S.2d 903 (2d Dep't 1994).

Whether COMPAS scores disproportionately classified minority offenders as a higher risk for recidivism and (iii) COMPAS was developed only to assist the Department of Corrections in making post sentencing determinations. Despite all of this, the *Loomis* court upheld the sentence, effectively rejecting all the arguments validated by its own mandated warnings.

So where does this leave us? Should we all be required to acquire some level of AI literacy? Are the proposed amendments to the Federal Rules of Evidence (or New York law) adequate or do we need to more radical changes to evidentiary gatekeeping rules that adjust to protection attached to AI propriety software (at least in the criminal arena ), so the limits of Generative AI can be tested? How do we ensure equal access for all to the AI tools required to expose deepfakes, particularly to the indigent? How do we leverage emerging technology safely and in a way that neither jeopardizes confidentiality nor waives privilege? If counsel fails to investigate whether AI tools were used to create, alter, or "enhance" evidence, does that failure implicate ineffective assistance of counsel?

The authors' takeaway is this: we can no longer believe everything we see and hear. AI presents a powerful tool that can be utilized in every aspect of criminal practice but as Sydney Harris warned, the onus is on counsel. This technology is not a substitute for vigilance, innate intelligence and humanity. And lest it go unsaid, the authors used artificial intelligence assisted research tools for preliminary research only. All sources were independently verified. Our intent is to practice what we preach. So there!

Whether COMPAS scores disproportionately classified minority offenders as a higher risk for recidivism and (iii) COMPAS was developed only to assist the Department of Corrections in making post sentencing determinations. Despite all of this, the *Loomis* court upheld the sentence, effectively rejecting all the arguments validated by its own mandated warnings.

So where does this leave us? Should we all be required to acquire some level of AI literacy? Are the proposed amendments to the Federal Rules of Evidence (or New York law) adequate or do we need to more radical changes to evidentiary gatekeeping rules that adjust to protection attached to AI propriety software (at least in the criminal arena ), so the limits of Generative AI can be tested? How do we ensure equal access for all to the AI tools required to expose deepfakes, particularly to the indigent? How do we leverage emerging technology safely and in a way that neither jeopardizes confidentiality nor waives privilege? If counsel fails to investigate whether AI tools were used to create, alter, or "enhance" evidence, does that failure implicate ineffective assistance of counsel?

The authors' takeaway is this: we can no longer believe everything we see and hear. AI presents a powerful tool that can be utilized in every aspect of criminal practice but as Sydney Harris warned, the onus is on counsel. This technology is not a substitute for vigilance, innate intelligence and humanity. And lest it go unsaid, the authors used artificial intelligence assisted research tools for preliminary research only. All sources were independently verified. Our intent is to practice what we preach. So there!

The authors' takeaway is this: we can no longer believe everything we see and hear. AI presents a powerful tool that can be utilized in every aspect of criminal practice but as Sydney Harris warned, the onus is on counsel. This technology is not a substitute for vigilance, innate intelligence and humanity. And lest it go unsaid, the authors used artificial intelligence assisted research tools for preliminary research only. All sources were independently verified. Our intent is to practice what we preach. So there!

The authors' takeaway is this: we can no longer believe everything we see and hear. AI presents a powerful tool that can be utilized in every aspect of criminal practice but as Sydney Harris warned, the onus is on counsel. This technology is not a substitute for vigilance, innate intelligence and humanity. And lest it go unsaid, the authors used artificial intelligence assisted research tools for preliminary research only. All sources were independently verified. Our intent is to practice what we preach. So there!

The authors' takeaway is this: we can no longer believe everything we see and hear. AI presents a powerful tool that can be utilized in every aspect of criminal practice but as Sydney Harris warned, the onus is on counsel. This technology is not a substitute for vigilance, innate intelligence and humanity. And lest it go unsaid, the authors used artificial intelligence assisted research tools for preliminary research only. All sources were independently verified. Our intent is to practice what we preach. So there!

The authors' takeaway is this: we can no longer believe everything we see and hear. AI presents a powerful tool that can be utilized in every aspect of criminal practice but as Sydney Harris warned, the onus is on counsel. This technology is not a substitute for vigilance, innate intelligence and humanity. And lest it go unsaid, the authors used artificial intelligence assisted research tools for preliminary research only. All sources were independently verified. Our intent is to practice what we preach. So there!

### Conclusion

Marriage is too important to do accidentally. Couples and their lawyers need to know the rules to stay in control. This knowledge lets them plan actions that match their intent, avoiding surprises down the road.

If you are holding a ceremony in New York and do not intend a legal marriage, do not satisfy DRL §12: avoid a present-tense declaration that you take each other as spouses before a person authorized to solemnize with attending witnesses, and do not script or record the event like a civil rite; keep post-event conduct consistent. If you are holding a ceremony outside New York, confirm the event will not create a valid marriage where it occurs, because validity there will usually be honored here under comity.

For cohabitation, New York does not create marriage from living together, but several states recognize common law marriage or marriage-adjacent claims. It is important to know those triggers if you live, work, or even vacation there regularly. Parties can also enter into a cohabitation agreement which sets forth parameters surrounding the parties' cohabitation and intentions of their relationship. Parties can also register to become domestic partners, which confers some of the benefits of marriage, such as allowing access to the other party's health insurance and being included on certain "payable on death" accounts.

For couples who want to honor their love for and commitment to each other, they may certainly consider crafting a ceremony that is personally meaningful to them. By understanding the rules, couples can design ceremonies and structure their relationships to honor their commitments without unintentionally changing their legal status.

Marriage is too important to do accidentally. Couples and their lawyers need to know the rules to stay in control. This knowledge lets them plan actions that match their intent, avoiding surprises down the road.

York and the marriage satisfied the DRL §12 solemnization rules. *Matter of Farrag*, 900 N.Y.S.2d 340 (2d Dept. 2010). Although such departures are uncommon, parties to an out-of-state ceremony should assess both the law of the place of celebration and New York law.

### Common Law Marriage And Palimony

Many countries and some U.S. states recognize a form of "common law marriage," in which two people who act like a married couple can be deemed married and entitled to rights similar to a legally married couple. Several states recognize common law marriage if the couple cohabitates and behaves as married people, which could thus open parties to certain property claims if the couple should one day separate.

### Demons

miss what matters. Brady may be violated in a way that no one will ever detect.

Defense lawyers face parallel risks in responding to overbroad subpoenas for corporate emails, texts and documents. Reliance on predictive coding that misses incriminating or responsive material may raise questions of diligence or worse, obstruction in the eyes of a skeptical prosecutor.

Employment of AI by the defense (or prosecution) to aid investigation or analysis presents additional discovery risks, as foreshadowed in the context of a recent complex civil copyright discovery battle between a group of literary authors suing ChatGPT, claiming that it had copied their works during training of its software program (and did so in violation of copyright law) (See *Tremblay v. OpenAI*, 2024 WL 3159292 (N.D. Cal. 2024). In *Tremblay*, the court considered troubling issues of inadvertent waiver of work-product privilege occasioned using open-source artificial intelligence programs that train its software on data input by working lawyers. The vendors do not use or store your data in a way that preserves privilege or confidentiality; nor do they claim to. Suffice it to say we should think long and hard before utilizing such "open source" programs because it is so only a matter of time before this new work product privilege waiver argument finds an ugly way into criminal practice.

Consider the overworked journeyman defense attorney who uses a commercial product such as Otter to summarize analyze and compare witness accounts or create timelines that yield strategic direction or conclusions. Despite the best of intentions, the lawyer's (Otter's) analysis, which has since become the bedrock of their defense, can be subject to claims

### Verdicts

to severe daily symptoms including nausea, vomiting, pain and inability to eat or sleep. He explained that the Roux limb was improperly constructed, being left too long and rotated by adhesions, which distorted the gastrojejunostomy and contributed to a large hiatal hernia. Fielding stated this was an avoidable error, deviating from the accepted standard of care and directly caused Knight's prolonged suffering. He performed a revision surgery to shorten the Roux limb and repair the hernia, after which Knight's symptoms significantly improved, allowing her to eat, sleep and resume normal activities. Cepeda and his wife, Jody MacHugh-Cepeda, a nurse practi-

tioner, testified they saw the Roux limb, or afferent loop, was cut approximately 1 centimeter from the anastomosis in the surgery. They said they saw this on video screens through which they were performing the laparoscopic procedure. MacHugh-Cepeda testified that she was holding the limb as Cepeda cut it, and she then retracted the excess tissue through the laparoscopic portal. Cepeda testified that the limb could not have been cut any closer to the newly created anastomosis, which could have been damaged if the Roux limb was cut closer to it.

The defense bariatric expert opined that the applicable bariatric surgery standards dictated cutting the Roux limb approximately one to one and a half centimeters from the newly created anastomosis. The bariatric expert also stated

that plaintiff's expert and operating surgeon cut the limb at about one and a half centimeters from the anastomosis in his revision surgery.

**Injury:** Knight alleged that she developed an elongated afferent loop and a recurring hiatal hernia. She said this emanated from the gastric pouch anastomosis. Plaintiff's counsel asked for \$400,000 a month for 16 months of pain and suffering from the date of the Roux-en-Y gastric bypass (RYGB) performed by Cepeda until the revision surgery performed by Fielding, for a total of \$5.6 million.

**Result:** The jury found the defendants did not depart from the standard of care. A defense verdict was entered.

# Court Calendars

## First Department

### APPELLATE DIVISION CALENDAR FOR THE JANUARY TERM TUESDAY, JAN. 6

24/3381 People v. Anolvis Acosta  
24/7089 Carrasquillo v. 303 W. 122nd Street  
24/108 C., Shanyia  
24/7007 Elmaz v. CNY Construction  
24/5586 People v. Elijah Delacruz  
25/1844 Blumenfeld v. Smith  
25/1667 Hermina v. 2050 Valentine Avenue  
24/4544721 Borrower v. Premier Digital  
23/3552 People v. Raheem Grant  
25/4813 Amirov v. Turtle Bay Tavern  
25/4953 Carbon Direct Fund v. Lanzatech Global, Inc.  
25/361(2) Lackwood v. Lackwood  
24/2765 Ellis v. City of NY  
25/2022 Najera-Ordenez v. 260 Partners LP  
24/3432 People v. Tiera Richards  
25/1548 Wells Fargo Bank v. Iqbal  
25/176 Yates v. City of NY  
25/5772 People v. Joshua Soto  
23/4783 People v. Anthony Tompson  
25/155N Tang v. NYC Transit Authority

### WEDNESDAY, JAN. 7

22/851 People v. Benjamin Lowman  
25/2210 Ginns v. Ginns  
24/6292 B., Christian  
25/708 Harellick v. Lora  
25/3883 LNV Corporation v. Cordero  
24/5299 Yang v. Knights Genesis Group  
18/4593 People v. Marc Irving  
25/703 Morales v. NYC Housing Authority  
25/1082(2) Canara Bank v. MVP Group  
24/6554 People v. Joseph Montesque  
24/5894 Alonzo v. RP1185 LLC  
24/4834 Borini v. Inform Studios  
22/2053 People v. Corey Key  
24/6601 Rachmanov v. Board of Standards & Appeals  
24/5593 Sliifka v. Paul Weiss, Rifkind, Wharton & Garrison  
23/4514 People v. Angel Beneditth  
25/1773 Watson v. Roanoke Island  
24/2658 Muladzhonov v. City of NY  
23/2063 People v. Pedro Rodriguez  
25/947N Peck v. Milbank LLP

### THURSDAY, JAN. 8

24/2409 People v. Angel Dejesus  
25/3328 Cruz v. NYC Housing  
24/4187 C., Caylin  
24/708 Romero v. Middleton  
23/213 People v. Reynaldo Peguero  
25/161 Corvus Capital v. Strand Hanson Ltd.  
25/714 Dougherty v. City of NY  
24/732 Federal National Mortgage v. Monegro  
25/4313 Milne Travel Agency v. ALTOUR Delaware  
22/1775(1) People v. Bernardo Ramos  
25/3535 Jackson v. Laconia Nursing Home  
23/4594 People v. Lucas Almonte  
24/4657 NRD GP v. McCarthy  
25/463 Lacrune v. Memorial Sloan-Kettering  
25/3431 Park West Executive Services v. Gallo Vitucci & Klar  
22/1836 People v. Daniel Young  
24/4355(2) Will of Stanley Walker  
25/357 Barnes v. Mount Sinai  
19/4245 People v. Jarell Cornelius  
25/2915N Mangual v. New Life School

### TUESDAY, JAN. 13

25/589 People v. Latrese Carr  
25/2333 Lending Assets v. Gerbi  
24/5407 G.E., Children  
24/6937 Ochoa v. C.I. Lobster Corp.  
25/2399 Padilla v. 76 Eleventh Avenue  
24/3058 64 West 10th St. v. L-Ray, LLC  
24/5503 People v. Joseph Campbell  
24/940 People v. Jonathan Rodriguez  
24/4680 Gad v. CCC NFP  
22/3476 People v. Omari Brown  
24/5714 Simeone v. City of NY  
25/1378 Shanklin v. Wilhelmina Models, Inc.  
24/4338 Flores v. NYC Health & Hospitals  
25/2122 Coronel v. Marcal Contracting Co.  
20/3818 People v. Jalen Doctor  
25/110 Gans v. Leech Tishman Fuscaldto & Lampl  
25/3702 Goss-Lawson v. Matco Service Corporation  
25/1032 Borrero v. NYC Department Social Services  
24/927 People v. Mitchell Thompson  
25/184N US Bank National v. Brown

### WEDNESDAY, JAN. 14

20/1116 People v. Christian Cruz  
25/996 513 West 26th v. George Billis Galleries  
24/6697 B., Children  
25/2399 Deutsche Bank National v. Washington  
24/6200 Borukhov v. Roth & Khalife LP  
24/6486 Siguenca v. The Hudson Companies  
24/4020 People v. Roberson Ortiz  
23/2139 People v. Jermaine Jacobs  
24/1177 Adago v. Sy  
24/5569 Park Row 23 v. Jiha  
25/3038(2) CS Leveraged Loan v. Bank of America  
25/2195 NYC Transit Authority v. Local 100 TWU  
25/2524 Application for Warrant to search premises at Art Institute of Chicago  
24/575 AI Specialized v. James River Insurance  
24/3645 Brito v. City of NY  
21/4555 People v. Esteban Dejesus  
25/2153 Rigaud v. 509 W 34  
25/3153 Fisher v. Hudson Hall LLC  
23/4784 People v. Jose Santos  
25/559N Berk v. Riverbay

### THURSDAY, JAN. 15

21/3608 People v. Stephen Jackson  
24/6960 Khusenov v. Tursunova  
25/3865 C., Kevon  
25/2511 Medina v. Delta Air Lines  
24/2563(3) AMK Capital v. Cifre Realty

### WEDNESDAY, JAN. 28

2 P.M.  
18/1902 People v. Francisco De La Rosa  
24/4467 Wah Win Group v. 979 Second Avenue  
24/7845 V., Shelby v. Joshua K.  
24/2969(2) People of State of NY v. Richmond Capital  
25/685 Roque v. 240 Lincoln  
24/5627 People v. Christopher Twiley  
24/6436 Lyons v. Sigma Management  
24/5035 People v. Manuel Vega  
19/3571 People v. Ronny Rocha  
25/1385(2) Pokoik v. Norsel Realities  
25/919 B., Daryl v. Sophia P.  
24/5932 People v. Jamal Brown  
24/1643 Markman v. NY-Presbyterian  
22/1505 People v. Antoine Gee  
25/2827 Alvarado v. Local 1549 - N.Y.C.  
25/3326 Frey v. Itzkowitz  
25/3486(3) Menkes v. Beth Abraham Health  
25/5014(3) Menkes v. Beth Abraham Health  
25/1478(3) Menkes v. Mount Sinai Health System  
24/6239 People v. Zion Flynn  
23/3068 People v. Derric McArn  
25/2077 Pensee v. National Holding Corp.  
25/403N Santacruz v. 58 Jerry St.

### THURSDAY, JAN. 29

2 P.M.  
23/5807 People v. Marlon Cruz  
24/6679 Cui v. City of NY  
24/50 N., Naomi  
24/5234 Peerenboom v. Marvel Entertainment  
24/5719 Mosley v. RCPI Landmark Properties  
25/840 Lava Media v. Hart  
22/2061(1) People v. Lonzell Green  
22/3048(1) People v. Lonzell Green  
25/1400 Ellen's Stardust v. Sturm  
25/1750 Thor 138 N. v. Goldberg Weprin Finkel  
25/890 W., MacLadden  
24/3107 Butler v. Marco Realty  
25/4593 Rubin v. Kahlon  
24/4192(3) Fernandez v. SUB 412  
22/5744 People v. Gregory Darby  
23/4114 People v. William Bunce  
25/5032 Day v. Plumber's Shop & Associates  
24/2739(2) City of NY v. Waycom  
18/366 People v. Rene Rodriguez  
25/5804 NYCTL 2019-A Trust v. 196 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 (60 Centre)  
22 Chin: 136 (60 Centre)  
23 Schumacher 304 (71 Thomas)  
24 Kalz: 325 (60 Centre)  
25 Marcus: 1254 (111 Centre)  
26 James, T.: 438 (60 Centre)  
27 Dominguez: 289 (80 Centre)  
28 Tingley: 543 (60 Centre)  
29 Ramirez: 311 (71 Thomas)  
30 MacMahon: Virtual (60 Centre)  
31 Kahn: 1127B (111 Centre)  
32 Rosado: 442 (60 Centre)  
34 Ramseur: 341 (60 Centre)  
35 Perry-Bond: 684 (111 Centre)  
36 Saunders: 205 (71 Thomas)  
37 Engoron: 418 (60 Centre)  
38 Crawford: 1166 (111 Centre)  
39 Chynes: 232 (60 Centre)  
41 Moyné: 327 (80 Centre)  
42 Morales-Minera: 574 (111 Centre)  
43 Reed: 222 (60 Centre)  
44 Peariman: 321 (60 Centre)  
45 Patel: 428 (60 Centre)  
46 Latin: 210 (71 Thomas)  
47 Geste: 1021 (111 Centre)  
48 Masley: 242 (60 Centre)  
49 Chan: 252 (60 Centre)  
50 Sweeting: 279 (80 Centre)  
51 Headley: 122 (80 Centre)  
52 Sharp: 1045 (111 Centre)  
53 Borrok: 238 (60 Centre)  
54 Schechter: 228 (60 Centre)  
55 d'Auguste: 103 (71 Thomas)  
56 Kelley: 204 (71 Thomas)  
57 Kraus: 218 (60 Centre)  
58 Cohen: D.: 305 (71 Thomas)  
60 Crane: 248 (60 Centre)  
61 Bannon: 232 (60 Centre)  
59 James, D.: 331 (60 Centre)  
62 Chesler: 1127A (111 Centre)  
65 Reco: 307 (80 Centre)  
MFPKahn: 1127B (111 Centre)  
MMSP-1: 1127B (111 Centre)  
IDV Dawson: 1604 (100 Centre)

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, JJ.**

### MONDAY, JAN. 5

9:30 A.M.  
805015/23 Pimentel v. 4380 Third Ave Building Corp.

### FRIDAY, JAN. 9

10 A.M.  
656252/21 Savinis v. Aaron Bollman & Company

### MONDAY, JAN. 12

9 A.M.  
801797/22 Copeland v. Douthat

### TUESDAY, JAN. 13

9 A.M.  
813241/23 Garland v. Pena

### MONDAY, JAN. 26

9 A.M.  
32904/20 McFayden v. Mercado

### WEDNESDAY, JAN. 28

10 A.M.  
655517/18 Padia v. Toha

### THURSDAY, JAN. 29

10 A.M.  
659317/24 Sotheby's International v. Waterbury

### MONDAY, FEB. 2

10 A.M.  
654519/24 Worldwide Credit Co. v. Kirk

### APPELLATE TERM

60 Centre Street Room 401

### MONDAY, JAN. 5

James, P.J., Tisch, Perez, J.J.,

19/035 People v. Barrie, Mohamed  
19/395 People v. Adams, Michael  
22/042 People v. Diomande, Mamadi  
25/137/138 875 River View Realty v. Marzullo, Joanna Rose  
25/157 Hickman, Quinessa A. v. Carmona, Jose, et al  
24/005 Mejia, Tania M. v. Tu Stilo Salon Spa

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

### MONDAY, JAN. 5

James, P.J., Tisch, Perez, J.J.,

25/129 Cardinal Spellman v. Chenaull, Lerie M.  
26/003 425x50 LLC v. The Residential Board of ..  
24/196 Goyal, Samriti v. Scarano Architect PLLC

## New York County

### SUPREME COURT

#### Ex-Parte Motion Part And Special Term Part

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

#### Special Term Proceedings Unsafe Buildings

Bellevue Psychiatric Center Kirby Psychiatric Center Metropolitan Hospital Manhattan Psychiatric Center Bellevue Hospital

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

### IAS PARTS

- Silvera: 300 (60 Centre)
- Sotter: 212 (60 Centre)
- Caheen, J.: 208 (60 Centre)
- Kim: 308 (80 Centre)
- Kingo: 320 (60 Centre)
- King: 351 (60 Centre)
- Lebovits: 345 (60 Centre)
- Kotler: 278 (80 Centre)
- Capitti: 355 (60 Centre)
- Frank: 412 (60 Centre)
- Stroth: 328 (80 Centre)
- Schumacher 304 (71 Thomas)
- Bluth: 432 (60 Centre)
- Johnson: 116 (60 Centre)
- Hagler: 335 (60 Centre)
- Tisch: 104 (71 Thomas)
- Sokoloff: 540 (60 Centre)
- Kaplan: 422 (60 Centre)
- Tsai: 280 (60 Centre)
- Chin: 136 (60 Centre)
- Schumacher 304 (71 Thomas)
- Kalz: 325 (60 Centre)
- Marcus: 1254 (111 Centre)
- James, T.: 438 (60 Centre)
- Dominguez: 289 (80 Centre)
- Tingley: 543 (60 Centre)
- Ramirez: 311 (71 Thomas)
- MacMahon: Virtual (60 Centre)
- Kahn: 1127B (111 Centre)
- Rosado: 442 (60 Centre)
- Ramseur: 341 (60 Centre)
- Perry-Bond: 684 (111 Centre)
- Saunders: 205 (71 Thomas)
- Engoron: 418 (60 Centre)
- Crawford: 1166 (111 Centre)
- Chynes: 232 (60 Centre)
- Moyné: 327 (80 Centre)
- Morales-Minera: 574 (111 Centre)
- Reed: 222 (60 Centre)
- Peariman: 321 (60 Centre)
- Patel: 428 (60 Centre)
- Latin: 210 (71 Thomas)
- Geste: 1021 (111 Centre)
- Masley: 242 (60 Centre)
- Chan: 252 (60 Centre)
- Sweeting: 279 (80 Centre)
- Headley: 122 (80 Centre)
- Sharp: 1045 (111 Centre)
- Borrok: 238 (60 Centre)
- Schechter: 228 (60 Centre)
- d'Auguste: 103 (71 Thomas)
- Kelley: 204 (71 Thomas)
- Kraus: 218 (60 Centre)
- Cohen: D.: 305 (71 Thomas)
- Crane: 248 (60 Centre)
- Bannon: 232 (60 Centre)
- James, D.: 331 (60 Centre)
- Chesler: 1127A (111 Centre)
- Reo: 307 (80 Centre)
- MFPKahn: 1127B (111 Centre)
- MMSP-1: 1127B (111 Centre)
- IDV Dawson: 1604 (100 Centre)

### PART 40TR

### JUDICIAL MEDIATION

### On Rotating Schedule:

13 Silvera: 300 (60 Centre)  
13 Adams 300 (60 Centre)

### EARLY SETTLEMENT

ESC 1 Vigilante 106(80 Centre)  
ESC 2 Wilkenfeld 106 (80 Centre)

### SPECIAL REFEREES

60 Centre Street  
73R Santiago: Room 354  
75R Burzio: Room 240  
80R Edelman: Room 562  
82R Wohl: Room 501B  
83R Sambuco: Room 528  
84R Feinberg: Room 641  
88R Lewis-Reisen: Room 324

### JHO/SPECIAL REFEREES

80 Centre Street  
81R Hewitt: Room 321  
87R Burke: Room 238  
89R Hoahng: Room 236

### SPECIAL REFEREE

71 Thomas Street

### Judicial Hearing Officers

Part 91 Hon. C. Ramos  
Part 93 Hon. Marin

### Supreme Court Motion Calendars

Room 130, 9:30 A.M.  
60 Centre Street

### Supreme Court Motion Dispositions

from Room 130, 60 Centre Street

ments and schedules in their cases. Immediately following is a key that explains the markings used by the Clerk in Room 130.

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

## 60 CENTRE STREET

### Submissions Part MONDAY, JAN. 5

**Submission**  
 1 100273/24 Antrobus v. New York City Health And Hospitals Corporation  
 2 159328/20 M. v. NYCHA  
 3 101345/25 Meyer v. NYCTA Transit Adjudication Bureau  
 4 100724/25 Onokha v. City of New York  
 5 159797/19 Poblacki v. Port Auth. of New  
 6 101414/25 Semenyov v. N.Y.C. Dept. of Health And Mental Hygiene

### TUESDAY, JAN. 6

**Submission**  
 1 101238/25 Garcia v. N.Y.C. Dept. of Health And Mental Hygiene  
 2 100888/25 Hughley Jr. v. NYC Dist. Attorney's Office Et Al  
 3 100861/25 Sterling v. NYC  
 4 100862/25 Sterling v. NYC  
 5 101282/23 Walker v. Fieldbridge Mgt.

### WEDNESDAY, JAN. 7

**Submission**  
 1 101150/25 Best v. NYCHA - Grant Houses  
 2 100248/20 El-Bey v. NYC Police  
 3 101091/25 In The Matter of The Application of Pennell v. Alvin Bragg - Dist. Attorney  
 4 100649/25 Rogers v. NYS Dept. of Motor Vehicles  
 5 100997/25 Zhang v. Bank of China  
 6 100997/25 Zhang v. Bank of China

### Paperless Judge Part MONDAY, JAN. 5

159863/25410 West LLC v. Chen  
 150976/2350 West St.  
 Condominium Et Al v. Jdm Washington St. LLC  
 850154/2457th St. Vacation Owners Assoc., Inc., By And Through Its Board of Directors v. Solomon  
 157891/2558 West 36th LLC v. Isaraphanich  
 659327/25 7614 4th Lender LLC v. Zisimopoulos  
 654381/25 Akt Inc. v. Jdv Boxing LLC Et Al  
 154417/20 Allikakos v. Metro. Transportation  
 657175/20 Allen House LLC v. 3694 Lower East Side Pizza  
 161347/25 American Express Nat. Bank v. Thurman  
 157484/24 American Express Travel Related Services Co., Inc. v. Mohawk Fine Papers Inc. D/b/a Mohawk Fine Papers I  
 659563/25 American Transit Ins. Co. v. Integ Nat. Ins.  
 152626/23 Aps Electric Inc. v. Bahar Emine Kurat  
 652935/25 Ash II LLC v. Gramercy Park House LLC  
 160832/21 Baker v. Empire State Dev. Corp. Et Al  
 152520/23 Banks v. Vanessa Marc Spa  
 190099/25 Beall v. Arkema Inc. Et Al  
 156660/25 Bell v. 34th St. Penn Assoc.  
 656247/19 Biltwel General Contractor Corp. v. NYC  
 162746/25 Board of Mgrs. of The Beekman East Condominium v. 100 Ung Garage LLC Et Al  
 154584/25 Bradshaw v. NYCTA Et Al  
 654965/25 Bklyn. Events Center v. Glaze Donuts Hldgs.  
 159702/20 Brolley v. Lendlease (us) Const.  
 150579/22 Calderon v. 3rd Ave. Rty. Associates, Inc. Et Al  
 656773/21 Cannizzaro v. NYC Et Al  
 161359/24 Capital One v. Rajesh  
 150773/23 Catalano v. NYC Et Al  
 651653/24 Ceco Studios v. Web Hldgs.  
 156421/25 Cedeno Reyes v. Bsf West 17th St. Hldg. LLC Et Al  
 850442/23 Citimortgage, Inc. v. Dweck  
 850435/23 Citizens Bank v. Martin  
 655971/25 Citizens Bank v. Chemtob  
 452567/24 Comm'rs. of The State Ins. Fund v. Eastline Trans LLC  
 152232/21 Cora v. Fairfield Inn & Suites By  
 157637/16 Coronato v. NYC  
 165911/25 Cosentino v. Advisorhub LLC  
 652478/24 Cowles v. Wenig  
 850875/25 Crs Equities LLC v. M R Luckey Prop LLC Et Al  
 805240/25 Davis v. Mount Sinai Health System, Inc. Et Al  
 152786/25 Dekok v. Alexander  
 805295/19 Diaz v. Grana  
 655072/25 Doka USA v. Trident General Contracting  
 159556/24 Dong v. Kabaya LLC D/b/a Kebabya  
 655479/25 Dr. Nitish Mittal v. Nadar  
 655877/25 Educational Housing Services, Inc. v. Bean  
 161350/23 Edwards v. Blondies Treehouse, Inc. Et Al  
 150218/21 Edwards v. Lisa Dawn Apts. Inc. Et Al  
 150003/13 Ellerbee v. 61 West 62 Owners Corp.  
 101099/25 Estrada v. Estrada  
 101356/24 Evans v. Sharpe  
 154702/24 Executive Indemnity Risk Inc. A/s/o 220 NYC Hldgs., Lp Et Al v. Almar Plumbing & Heating Corp.  
 160354/23 Ferraro v. Terminal 5 Et Al  
 151198/23 Fields v. Barry Martin 546 Corp.  
 100662/25 Finerman v. 220-222 East 84th St. Rty. Assoc. LLC  
 656614/22 Flores v. Dinosaur Restaurants  
 158413/18 Flores v. 117 West 21st St.  
 659264/24 Foley Hoag Llp v. M Investment Capital  
 157675/24 Fora Financial Warehouse LLC v. Skf Trading, Inc. Et Al  
 653783/25 Fora Financial Warehouse v. Tribeca Roofing  
 150313/23 Fraczek v. Mount Sinai Health System, Inc. Et Al  
 950590/21 G. v. Riverside Hawks  
 151157/24 Galeas v. Thayer 35 LLC Et Al  
 152158/25 Galicia v. West 4th & Barrow  
 654767/23 Garfinkel v. Gans

654820/25 Get Req Us Ltd. v. Look Cinemas  
 659476/25 Glasgow M.D. v. Ackerman  
 655675/25 Goetz Fitzpatrick Llp v. Eastern Electric Corp. of NY  
 650803/23 Gogam v. Admiral Indemnity Co.  
 154038/19 Gonzalez v. Gp-Uhab Housing Dev.  
 152757/25 Govt. Employees Ins. Co. v. 274 Brighton Beach Drugs Inc. D/b/a Pharmacy Express Et Al  
 152754/25 Govt. Employees Ins. Co. v. Atlantic Medical & Diagnostic v. D B Acupuncture  
 654518/25 Grapevine Designs v. Perdomo of NY  
 161041/24 Guttenplan v. 206675 LLC Et Al  
 157867/25 Hereford Ins. Co. v. Butler  
 152890/22 Hernandez Guevara v. Uber Technologies, Inc. Et Al  
 158877/25 Hertz Vehicles v. Johnson  
 150662/25 Hertz Vehicles v. Marsh  
 151977/25 Hertz Vehicles, LLC, And All of Its Affiliates And Subsidiaries, Including But Not Ltd. To The Hertz Corp., And Hertz Co. v. A And R Medical Supply Corp Et Al  
 160957/25 Hertz Vehicles, LLC, And All of Its Affiliates And Subsidiaries, Including But Not Ltd. To The Hertz Corp., And Hertz Co. v. Bergam Ny, Inc. Et Al  
 850026/25 Hilton Resorts Corp. v. Leonida Jr.  
 850467/24 Hilton Resorts Corp. v. Marapodi  
 850055/25 Hilton Resorts Corp. v. Strasser  
 161846/25 Infinity Auto Ins. Co. v. Bobokhodzhaev  
 653742/25 Itria Ventures LLC v. Cellar 53 Wine & Spirits, Inc. Et Al  
 155640/25 Jacobs v. Masar Properties LLC Et Al  
 163107/25 Jagdhar v. Yadgarov  
 652673/25 John Sutherland LLC v. Adjmi  
 651959/23 Jose Alberto Rodriguez Chucuan, Inc. Et Al v. Combate Americas LLC  
 651882/23 Kataman Metals v. Macquarie Futures USA  
 155405/22 Katzman v. Dewitt Rehabilitation And Nursing Center, Inc.  
 165476/25 Kellerman v. NYC Dept. of Health & Mental Hygiene  
 160391/24 Kitzis v. Lincoln Center For The Performing Arts, Inc. Et Al  
 805209/22 Kuperman v. Schwab M.D.  
 163568/25 Lanzaro v. Simon Prop. Group, Inc. Et Al  
 153209/23 Lebeau v. Cic Health 656049/25 Liberty Mutual Ins. Co. Et Al v. Kipp  
 158488/22 Lohr v. Fenton  
 154041/19 Lopez v. Gp-Uhab Housing Development  
 151053/23 Lowe v. Esplanade Gardens  
 950244/19 M. v. Riverside Hawks  
 654412/25 Manhattan Dwelling Corp. v. 200 West 58th St. LLC A/a/a Lighthouse Properties LLC  
 165725/25 Maplebear Inc. v. NYC Dept. of Consumer And Worker Protection  
 156126/20 Mateo v. NYCHA Et Al  
 161665/25 Mbark Global v. Perkins  
 950065/21 McKewn v. NYC  
 158685/22 McKinley v. NYCHA  
 151883/23 Metzger v. Caudwell-Wingate Co. LLC Et Al  
 651186/21 Morgan v. St Mark's World Acquisition  
 165734/25 Morris Park Community Assoc. Et Al v. NYC Et Al  
 453496/21 Mostofsky v. Lyft, Inc. Et Al  
 150221/24 Munoz Montenegro v. The Bklyn. Union Gas Co. D/b/a Nat. Grid NY Et Al  
 156559/25 Nationstar Mortgage LLC v. Renaissance Homes LLC Et Al  
 653072/25 NY Quality Healthcare Corp. v. Activis Holco U.S., Inc. Et Al  
 654009/25 Newbank v. 778 Dk Partners Inc. Et Al  
 158322/25 Newbery v. Bathroom Hldgs. LLC D/b/a Bathroom Flatiron  
 161981/24 Nunez Mora v. Ryder Truck Rental Inc Et Al  
 160470/21 O'Connor v. Fourth Wall Restaurants  
 151034/19 O'Connor v. Metro. NYCTA  
 850388/24 Peny & Co., L.L.C. v. Philadelphia Community Services Housing Dev. Fund Corp. Et Al  
 159564/24 Perez v. Cats 3531 B'way  
 158052/23 Perez v. Vazagashvili  
 850098/17 Phh Mortgage Corp. v. Morton  
 654270/24 Ppl Events, Inc. v. Barqawi  
 659810/25 Prime Food Sales, Inc. v. Another Second Chance, Inc.  
 652628/20 Quanzhou Huixin Bags Co., Ltd. v. Fashion Accessories Bazaar LLC  
 162024/25 Ramani v. Faces Ny, Inc. Et Al  
 655838/25 Red Bull New York, Inc. v. Glaze Donuts Hldgs.  
 655020/23 Reyes v. Aurify Brands  
 655503/25 Rfr Hldg. Corp. v. 11 East 44th St.  
 155473/21 Richardson v. NYC Et Al  
 161135/21 Rivera v. Cavan Builders Corp. Et Al  
 151043/22 Rivera v. NYC Et Al  
 453121/15 Rodriguez v. Ista West 35th St.  
 656458/21 Salitsky v. D'Attanasio  
 155797/23 Samassa-Tounkara v. Harb  
 651907/24 Samuels v. S.M.L. Food Corp. Et Al  
 650441/23 Sanchez Ramirez v. Dagra Laundromat Corp. Et Al  
 157878/22 Santos v. Amsterdam Nursing Home Corp. (1992)  
 153476/22 Segura Esquivel v. 85 Jane Rty. LLC Et Al  
 157074/24 Sellery v. 7g7 & 7g73 Taxi LLC Et Al  
 160149/24 Serhan LLC v. Sepi Rty. LLC  
 154714/25 Sherry House Associates Et Al v. Kandel  
 850089/23 Signature Bank v. Newman  
 164009/25 Skenderi v. Full Compass Systems  
 165381/25 Smith v. NYC Dept. of Education Et Al  
 152298/22 Social Life Magazine, Inc. v. Hudson Valley Agency Alliance  
 162352/19 Solis Solorzano v. Hudson Meridian Const.  
 151362/24 State Farm Fire And Casualty Co. v. McCalla  
 159635/24 State Farm Mutual Automobile Ins. Co. v. Bennett  
 152264/25 State Farm Mutual Automobile Ins. Co. v. Pitter  
 160138/25 State Farm Mutual Automobile Ins. Co. v. Villar  
 651840/19 Stern-Obstfeld v. Nationstar Mortgage LLC  
 164311/25 Suarez v. The NYCTA Et Al  
 365002/24 Subin v. Subin  
 650476/18 Tantaros v. Kreechmer  
 109240/11 The City And State v. Karl Fischer Architecture Plc  
 165509/25 The Samuel Law Firm v. NYC Police Dept.  
 160478/23 Thompson v. Terence Cardinal Cooke Health Care Center  
 659421/24 Tkj Atrium Hospity. Inc. v. 805 Third NY LLC  
 656363/25 Tramble As Curator For Sherri Tramble v. Briscoe  
 159551/25 Traverso v. The Gateway School of NY

# Court Calendars

## COURT NOTES

### U.S. COURT OF APPEALS FOR THE SECOND CIRCUIT

#### Applications Being Accepted for Position of Public Defender for the District of Connecticut Deadline Extended to Jan. 9

The United States Court of Appeals for the Second Circuit invites applications from qualified candidates for the position of Federal Public Defender for the District of Connecticut. The term of office is four years, with potential for appointment to successive terms. The current authorized annual salary is \$195,200.

The Federal Public Defender, functioning under the authority of 18 U.S.C. § 3006A(g)(2)(A) and the Criminal Justice Act Plan for the District of Connecticut, provides criminal defense services to individuals unable to afford counsel. The Office of the Federal Public Defender for the District of Connecticut has offices in Hartford and New Haven. The Federal Public Defender supervises a staff of assistant federal defenders, research and writing attorneys, investigators, paralegals, mitigation specialists, and support personnel.

The website for the office is: Office of the Public Defender District of Connecticut.

Applicants must satisfy the following conditions:

(1) be a member in good standing in the bar of the state in which the candidate is admitted to practice;

(2) have a minimum of five years criminal practice experience, preferably with significant federal criminal trial experience, which demonstrates an ability to provide zealous representation of consistently high quality to criminal defendants;

(3) possess the ability to effectively administer the office, including the following management areas:

- Budget, procurement, and travel
- Human resources
- Space, facilities, and property;
- (4) have a reputation for integrity; and

(5) demonstrate a commitment to the representation of those unable to afford counsel.

As the chief executive of the Office of the Federal Public Defender, the Federal Public Defender holds ultimate responsibility for the administration of the Office. The Office serves as a resource center for all practicing federal defense attorneys in the District, providing regularly scheduled training programs as well as advice and counsel when needed. The Federal Public Defender works nationally with other federal defenders on evolving issues in federal criminal law and other areas of shared concern.

The Second Circuit uses an open and competitive selection process. A Merit Selection Committee will review all applications and interview the most qualified candidates. With consideration of the District Court's recommendation, the Committee will refer the best qualified candidate to the Court of Appeals for selection and appointment. Applicants will be considered without regard to race, color, religion, sex, national origin, age, sexual orientation, or disability. The selected nominee will be required to complete a background investigation prior to appointment. The Federal Public Defender may not engage in the private practice of law.

Application forms are posted on the Court's website at <http://www.ca2.uscourts.gov>. Completed application packages must be in the format required by the Second Circuit and received no later than January 9, 2026.

\*\*\*\*

#### Applications Being Accepted for Position of Bankruptcy Judge for the Southern District Deadline is Jan. 5

The United States Court of Appeals for the Second Circuit invites applications from qualified candidates for a 14-year appointment as United States Bankruptcy Judge for the Southern District of New York, with a duty station in Manhattan, New York. Applicants should identify in their cover letter whether, in addition to applying for this vacancy, they wish to be considered for either or both of the two vacancies in the Eastern District of New York, one in Brooklyn and one in Central Islip. Applicants who applied for one of the current Eastern District of New York vacancies should email [bankruptcy\\_judge\\_application@ca2.uscourts.gov](mailto:bankruptcy_judge_application@ca2.uscourts.gov) if they wish to also be considered for the Southern District of New York vacancy (these applicants need not submit a separate application for the Southern District of New York vacancy).

The selection process will be confidential and competitive. Applicants will be considered without regard to race, color, religion, sex, national origin, age, sexual orientation, or disability.

The current annual salary of a United States Bankruptcy Judge is \$227,608.

The Second Circuit uses an open and competitive selection process. All applications are screened by a Merit Selection Committee. The Committee will review applicants using the following criteria: legal competence evidenced by experience with complex legal issues; an aptitude for legal scholarship and writing; familiarity with the courts and court pro-

150440/22 Trinchese Const. Inc. v. Mesia  
 659700/25 Union Bank v. Windsor Township Og  
 161763/25 Vasquez v. Fort Washington Estates  
 850451/23 Wilmington Trust v. Mills  
 655646/25 Win Prop. Mgt. LLC v. Final Frame LLC  
 159785/24 Winter v. Hawkins  
 155658/24 Zhang v. Marks  
 157440/25 Ziarek v. Mooinian LLC D/b/a The Mooinian Group Et Al  
 656164/25 Da Rocha v. Morgan Stanley Smith Barney LLC Et Al  
 153145/22 Deans v. Turner Const. Co. Et Al  
 162912/25 Deering v. Jessica S. Tisch  
 652129/19 Designs By F.M.C., Inc. v. Unique First Ltd.  
 850220/25 Deutsche Bank Trust Co. Americas, As Trustee, on Behalf of The Registered Holders of Citigroup Commercial Mortgage Securities Inc., Commercial Mortgage Pass-Through Certificates, Series 2015-Gc29 v. 170 B'way, Retail Owner  
 805222/21 Domont v. Jewish Home Lifecare Manhattan  
 154667/24 Embassy House Eat LLC v. Harsora  
 650233/25 Empire Watch Manufacturing v. Elite Group Int'l NY  
 155593/23 English v. Teicholz  
 159593/23 Feliciano v. NYCHA  
 650898/24 Beaute Aesthetics NYC LLC v. Jacobs  
 151862/23 Blair v. NYCTA Et Al  
 150251/20 Bucur v. Term Fulton Rty. Corp.  
 159026/19 Camejo v. NYC Et Al  
 151932/22 Castillo v. Sammy Group LLC Et Al  
 154171/22 Chen v. Lee  
 850158/23 Citibank v. Pieper  
 659158/25 Citibank v. Serure  
 850838/24 Citimortgage, Inc. v. One57 36b LLC Et Al  
 656164/25 Da Rocha v. Morgan Stanley Smith Barney LLC Et Al  
 153145/22 Deans v. Turner Const. Co. Et Al  
 162912/25 Deering v. Jessica S. Tisch  
 652129/19 Designs By F.M.C., Inc. v. Unique First Ltd.  
 850220/25 Deutsche Bank Trust Co. Americas, As Trustee, on Behalf of The Registered Holders of Citigroup Commercial Mortgage Securities Inc., Commercial Mortgage Pass-Through Certificates, Series 2015-Gc29 v. 170 B'way, Retail Owner  
 805222/21 Domont v. Jewish Home Lifecare Manhattan  
 154667/24 Embassy House Eat LLC v. Harsora  
 650233/25 Empire Watch Manufacturing v. Elite Group Int'l NY  
 155593/23 English v. Teicholz  
 159593/23 Feliciano v. NYCHA

### TUESDAY, JAN. 6

659144/2412 West 17th St. Tenants' Corp. v. Le Conte Sucre Corp. Et Al  
 850151/21 1s Reo Opportunity I v. Harlem Premier Residence LLC Et Al  
 150683/21335 West 39th St. Rty. Co. v. Edries  
 850140/2357th St. Vacation Owners Assoc., Inc., By And Through Its Board of Directors v. Markstedt  
 650663/24643 W 172 Wh Rty. LLC v. Norguard Ins. Co. Et Al  
 165509/25 The Samuel Law Firm v. NYC Police Dept.  
 160478/23 Thompson v. Terence Cardinal Cooke Health Care Center  
 659421/24 Tkj Atrium Hospity. Inc. v. 805 Third NY LLC  
 656363/25 Tramble As Curator For Sherri Tramble v. Briscoe  
 159551/25 Traverso v. The Gateway School of NY

cesses; commitment to equal justice under the law; characteristics indicative of a sound judicial temperament; a reputation for integrity, good character and ethical behavior; and physical and mental health sufficient to meet the demands and tenure of the position. The Merit Selection Committee will select a limited number of applicants for interview and will conduct appropriate due diligence inquiries into the candidates' backgrounds and qualifications. Upon a majority vote of the Second Circuit Judicial Council, the Council will forward the Merit Selection Committee's Report with any recommendations or comments to the active judges of the Court of Appeals. The selected nominee will be required to satisfy FBI and IRS background investigations prior to appointment.

Basic qualifications for consideration include:

1. Membership in good standing of at least one state bar, the District of Columbia bar, or the Commonwealth of Puerto Rico bar, and never other than membership in good standing of every bar of which the applicant has been a member; and
2. A minimum of five years of legal practice experience.

Application forms are posted on the Court's website at <http://www.ca2.uscourts.gov>.

Completed application packages must be in the format required by the Second Circuit and received no later than January 5, 2026.

## FIRST DEPARTMENT

### Appellate Term

#### Filing Dates for the February Term

The February 2026 Term of the Court will commence on February 2, 2026.

The last dates for filing for that term are as follows:

The Clerk's Return, Record on Appeal, Appendices, Notice of Argument and Appellant's Briefs must be filed on or before December 9, 2025.

Respondent's Briefs must be filed on or before December 30, 2025.

Reply Briefs, if any, must be filed on or before January 9, 2026.

## NEW YORK STATE COURT OF APPEALS

### Amendment To Rules of Practice: Amicus Curiae

The Court of Appeals has amended its Rules of Practice relating to amicus curiae relief, effective December 10, 2025 (22 NYCRR 500.23). The Rule has been reorganized for clarity and a provision has been added that provides potential amici with guidance on permissible and impermissible amici arguments concerning legislative intent. That provision states: In matters that involve statutory construction and legislative intent, proposed amici may address the statutory language and canons of statutory construction, including publicly available contemporaneous legislative history. Proposed amici shall not present the views of individual lawmaker(s) outside of the publicly available contemporaneous legislative history to address legislative intent.

Cross-references to the amicus rule in Rules 500.11 and 500.12 have also been updated. A copy of the order amending the Rules is attached. Questions may be directed to the Clerk's Office at (518) 455-7700.

\*\*\*\*\*

### Court To Hear Arguments in the Bronx in March

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

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

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

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

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

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

452679/24 Jara v. Melmel LLC Et Al  
 157391/25 Jpmorgan Chase Bank v. Barnett  
 153181/21 Kim v. NYC  
 651191/25 Kovacs v. Audioeye Inc. Et Al  
 161157/19 Kudelycz v. Jlj Enterprises, Inc.  
 158997/21 Kunkel v. New York City Dept. of Bldgs. Et Al  
 157682/25 Law Office of Jack Jaskaran v. NYC Police Dept. Et Al  
 157599/22 Lorenz v. Merchant Properties, Inc. Et Al  
 153529/19 Mallan v. NYC Et Al  
 155577/17 Mandart v. Small Bone Innovations, Inc.  
 805168/20 Marina Tyutikova As Administrator of The Estate of Boris Solovitchick Et Ano. v. Michael Schusterman  
 157435/23 Medina Febres v. Leading Builders Group LLC Et Al  
 850382/23 Metro. Life Ins. Co. v. Simon  
 151126/23 Millan v. Nozils  
 850460/23 Mmg Investments III v. Maruru Hldgs.  
 154334/23 Newman v. 77 E. 12th Owners Inc. Et Al  
 153552/23 Oozio v. Portmore Delivery Service Corp. Et Al  
 152120/21 Palmer v. Oracle Advisory Services LLC Et Al  
 156563/20 Parker v. Downton NYC Owner

150647/25 Pavano v. St. Matthew's & St. Timothy's Housing Corp. Et Al  
 850350/24 Peny & Co., L.L.C. v. Pfc Astor Row Housing Dev. Fund Corp. Et Al  
 159080/19 Perney v. Medical One NY P.C.  
 654669/25 Planit Capital, Inc. v. Renpro  
 156040/19 Prince v. 163-170 East 81st St.  
 150440/23 Rashidi v. Gid Dev. Group Et Al  
 805358/22 Ray v. Shafer  
 659865/24 Recovery Logistics Finance v. Tm36  
 154855/20 Reeves v. Associated Newspapers  
 65283/25 Reeves v. Quora Et Al  
 655063/25 Renjie Xu Et Al v. Hebbia Inc.  
 653217/24 Rincón v. Allen  
 153733/21 Roberts v. NY Presbyterian Foundation Inc. Et Al  
 161186/24 Rodrigues Dos Santos v. Urban Atelier Group  
 153372/16 Roman v. 1781 Riverside LLC  
 659564/25 Rossi v. Icaro Media Group, Inc.  
 155986/24 Rubin v. Morrison & Foerster Et Al  
 159052/23 S.B. v. NYCHA  
 450784/18 Sanchez v. Bailey  
 161390/24 Segura v. Gualotuna  
 850284/23 Segura v. 2023 Ventura LLC v. Icer of 255 West 121st St. LLC Et Al  
 153254/24 Sofi Bank v. Frankel  
 152266/24 State Farm Mutual Automobile Ins. Co. v. Langtuga  
 155931/25 State Farm Mutual Automobile Ins. Co. v. Taylor  
 163668/25 Steward Rty. v. Koo  
 159797/24 Tandym Group v. Smith  
 161474/25 The Nat. Waste & Recycling Assoc. Et Al v. NYC Dept. of Sanitation Et Al  
 153376/25 Trujillo Pardo v. The Trustees of Columbia Univ. in NYC Et Al  
 100962/25 Udoh v. NYC Et Al  
 101402/24 Udoh v. United Probation Offices Assoc. Et Al  
 161551/25 Velez v. 520 Apt. Corp  
 805231/19 Victoria Shiraz And Michael v. Minor  
 850439/24 Wells Fargo Bank v. Dunkley  
 151903/25 West 110th Rty. LLC v. Goodnow  
 155631/23 Wolfman v. Viewpark LLC Et Al  
 850102/21 Yakte Properties v. Todd A Milner  
 154231/24 Zaldivar v. 107 East 125th Rty. LLC Et Al  
 157418/22 Zarkowski v. NYC Et Al

### WEDNESDAY, JAN. 7

157327/24 1560 Broadway Company v. Content on The Square  
 850126/25 188 East 64th Ph2 Funding Associates v. 188 E 64 LLC A/a/a 188 East 64 LLC Et Al  
 850099/25 Isharpe Opportunity Intermediate Trust v. Chen  
 158844/21 Adair v. Silverio  
 158951/22 Adams v. Academy Bus  
 653880/25 Afh Funding v. B & T

# Litigation

## The Importance of a Strong 'Prenup' In Business Divorces: Recent Trends



BY CATHERINE A. SAVIO, ELIZABETH S. SY AND MADISON WILLMOTT

Recent New York decisions demonstrate a judicial trend toward enforcing contractual provisions negotiated between sophisticated parties while maintaining limited exceptions for fraud and fiduciary duty claims.

New York courts routinely enforce negotiated contractual provisions, particularly between sophisticated commercial parties, but recognize narrow exceptions in specific factual situations. Courts also continue to reaffirm that fiduciary duties persist in closely held entities despite contractual attempts to limit them, and in the LLC context, operating agreements are strictly enforced according to their plain language, though LLCs themselves are not bound unless they are signatories.

This overarching theme, judicial deference to freedom of contract, is exemplified in a recent decision in *Iberdrola Energy Projects v. Oaktree Capital Management L.P.*, 231 A.D.3d 33 (1st Dep't 2024), where the First Department emphasized that

Freedom of contract, particularly between sophisticated commercial actors, dealing at arm's length, is an important right... and, [a]bsent some violation of law or transgression of a strong public policy, the parties to a [commercial] contract are basically free to make whatever agreement they wish, no matter how unwise it might appear to a third party.

CATHERINE A. SAVIO is a partner at Rivkin Radler in the firm's commercial litigation practice. ELIZABETH S. SY is a partner in the firm's business dissolution, commercial litigation, and intellectual property practices. MADISON WILLMOTT is an associate in the firm's commercial litigation practice.

In *Iberdrola*, the First Department upheld a broad non-recourse provision that barred the plaintiff's claims for tortious interference, unjust enrichment, and statutory violations, finding that the claims were related to the contract and foreclosed by its unambiguous terms. The court further noted that the plaintiff, as a sophisticated party, could have negotiated for a narrower provision but chose not to do so, reinforcing the principle that courts will not rewrite agreements negotiated at arm's length.

### Merger Clauses

Merger clauses and no-reliance provisions play a critical role in commercial transactions by clearly defining the scope of parties' obligations and protecting against claims based on alleged understandings outside

Merger clauses and no-reliance provisions play a critical role in commercial transactions by clearly defining the scope of parties' obligations and protecting against claims based on alleged understandings outside the four corners of the underlying agreement.

the four corners of the underlying agreement.

New York courts have consistently enforced merger clauses, particularly in disputes between sophisticated commercial parties. As explained in *AT&T Corp. v. Atos IT Sols. & Servs., Inc.*, 714 F. Supp. 3d 310, 332 (S.D.N.Y. 2024), if "a merger clause and its surrounding contract were the product of arm's-length negotiations between sophisticated parties, the specificity requirement may

be relaxed (or even altogether disregarded)." (quotations and citations omitted) (applying New York law).

In *Behler v. Tao*, 43 N.Y.3d 343 (2025), the Court of Appeals affirmed that under Delaware law, the amended LLC agreement's merger clause superseded any prior oral agreements between the parties, emphasizing the principle of freedom of contract by allowing the LLC's operating agreement to govern the terms of membership and investment without regard to unsigned agreements. Delaware law, as applied in this case, supports the enforceability of LLC agreements and their amendments, reflecting a strong commitment to the principle of freedom of contract, which is similarly upheld in New York.

Likewise, in *IBT Media Inc. v. Pragad*, 220 A.D.3d 530 (1st Dep't 2023), the First Department found that an oral agreement to purchase membership interests "could not have survived" the later execution of a written purchase agreement containing a merger clause because such clause "forecloses the introduction of parol evidence to vary or contradict the terms of the writing."

However, New York courts recognize that merger clauses do not automatically preclude all claims. In *Gedula 26, LLC v. Lightstone Acquisitions III LLC*, 213 A.D.3d 409 (1st Dep't 2023), the First Department clarified that while merger clauses may extinguish prior agreements, they do not preclude breach of contract claims arising from subsequent additional agreements.

### No-Reliance and Disclaimer Provisions

New York courts generally enforce no-reliance and disclaimer provisions but have carved out exceptions where such provisions lack specificity or where one party possesses superior

knowledge of the facts at issue. The enforceability of these provisions turns largely on how precisely they are drafted and the underlying circumstances surrounding any alleged misrepresentation.

In *CANBE Properties, LLC v. Curatola*, 227 A.D.3d 654, 657 (2d Dep't 2024), the Second Department found that a general disclaimer did not defeat justifiable reliance where the seller failed to specifically disclaim the very representation alleged to be false—that all creditors "shall be current at the time of closing". The court noted that the seller "had peculiar knowledge of the underlying fraud," which further supported the buyer's reliance on the misrepresentation. *Id.*

Similarly, in *Ria R Squared, Inc. v. DW Partners, LP*, 230 A.D.3d 983 (1st Dep't 2024), the First Department found that no-reliance language in the parties' agreements did not bar fraud claims because the alleged misrepresentations were incorporated by reference into the written agreements themselves, making the disclaimers ineffective.

### LLC Operating Agreements: Interpretation and Enforcement

New York courts continue to strictly enforce LLC operating agreements according to their unambiguous terms, reflecting strong deference to freedom of contract in the LLC context. Additionally, courts reaffirm that operating agreements afford substantial contractual flexibility, particularly for sophisticated parties seeking to customize governance structures and limit traditional fiduciary duties.

For example, in *333 Johnson LLC v. Maple 333 Johnson Member, LLC*, 237 A.D.3d 456 (1st Dep't 2025), the First Department held that "the language of the agreement coupled with the irreconcilability of fiduciary duty principles with



## The Future of FINRA Enforcement in the Age of GENAI

BY ANDREW TODRES, SHANNON CAPONE KIRK, ISAAC SOMMERS AND EMMA GRUNHAUS

Artificial intelligence—and generative AI or GenAI in particular—has quickly become a strategic priority in the financial services industry. The speed at which AI tools are being developed continues to accelerate. But a deeper application of these tools in the financial and legal industries is still evolving and undergoing significant fine-tuning for accuracy, practical and wider adoption, and realizable efficiencies. Regulators—like regulated entities—are trying to keep pace with the constantly evolving landscape.

One year ago, in its 2025 Annual Regulatory Oversight Report, the Financial Industry Regulatory Authority (FINRA) observed that member firms were implementing third-party vendor-supported GenAI tools to increase the efficiency of internal functions and suggested that firms consider how to supervise the use of GenAI on an enterprise level and to identify and mitigate associated risks.

FINRA has now released its 2026 Annual Regulatory Oversight Report, which prominently features GenAI as a continuing and emerging trend and also offers some of the first concrete guidance into how regulators are looking at GenAI. The 2026 Report emphasizes that firms need to ensure that they are not considering GenAI in a vacuum, meaning that firms need to consider how GenAI more broadly may impact traditional areas of focus, such as cybersecurity, anti-money laundering, and third-party vendor management.

Notwithstanding the complexity and rapidly-evolving nature of AI, securities regulators will still expect firms to abide by their regulatory obligations, including ensuring that they have reasonably designed supervisory systems tailored to their businesses. Before firms test and deploy GenAI tools, FINRA urges them to consider how they will comply with existing applicable rules and regulations. This is no easy feat, but the start of a new year presents an opportune time to consider potential enhancements

to firm policies, procedures, and controls.

### The Regulatory Landscape

Financial firms have historically grappled with the application of existing, technology-neutral securities laws and regulations and FINRA rules to emerging areas of technology. For example, in the wake of the proliferation of app-based communications and remote work during the COVID-19 pandemic, regulators focused attention on long-standing recordkeeping and supervision requirements. FINRA forecasted this focus on those existing requirements in its 2020 Risk Monitoring and Examination Priorities Letter when it included communications via digital channels as an "emerging area" of focus.

Over the next several years, firms faced inquiries from regulators regarding their supervi-

Firm-used GenAI technology that complies with rules and regulations at a point in time can pose a compliance risk in the future due to model updates or a change in the use of the technology.

sion of associated persons' use of and recordkeeping related to off-channel communications, some resulting in significant fines for recordkeeping violations.

With respect to AI, to date, regulators' focus has been on "AI washing," a deceptive marketing tactic of exaggerating or falsely claiming that a firm's products use advanced AI despite using comparatively basic software, algorithms, or programmable automation. Both the Securities and Exchange Commission and Federal Trade Commission have brought enforcement actions focused on protecting investors and consumers from such misleading claims. See, e.g., *In the Matter of Delphia (USA) Inc.*, Cease-and-Desist Letter at 2 (March 18, 2024); *In the Matter of DoNotPay, Inc.*, Complaint at 17 (Jan. 17, 2025).

In 2026, regulatory focus on AI appears almost certain to expand beyond these disclosure cases. And FINRA's 2026 Report signals that FINRA and other regulators may turn their focus to the use and implementation of GenAI tools and the detection and prevention of threat actors utilizing those tools to harm customers and the market.

ANDREW TODRES is a litigation & enforcement partner at Ropes & Gray. SHANNON CAPONE KIRK is the managing principal and global head of Advanced E-Discovery and AI Strategy at the firm. ISAAC SOMMERS and EMMA GRUNHAUS are associates in the litigation & enforcement practice group at the firm.

## NY Amends CPLR §2106 To Broaden Affirmations in Lieu of Sworn Statements

BY CHRISTOPHER J. MCNAMARA AND QUINN N. D'ISA

On Nov. 21, 2025, Governor Kathy Hochul signed into law a further amendment to CPLR §2106 (Section 2106), which expands the use of affirmations in New York court actions "in lieu of and with the same force and effect as an affidavit, a certificate, a response to a notice to admit, an answer to interrogatories, a verification of a pleading, a bill of particulars and any other sworn statement."

The evolution of Section 2106 from a narrow, procedural shortcut into a comprehensive substitute for affidavits, verifications, and other sworn statements marks a significant modernization and streamlining of New

York practice, with this new amendment reflecting the legislature's intent to align more with federal practice while preserving New York's own unique statutory requirements. These further changes to the law should facilitate greater access to New York courts irrespective of where a given party, representative, or witness may be located, including by reducing—at least in many cases—the need for notarized affidavits, the utility of which has been historically outweighed by the associated logistical hurdles.

### Recent Amendments Attempt To Address Historical Limitations of Section 2106

Prior to a 2014 amendment, Section 2106 affirmations could only be used by certain nonparties to an action,

including New York attorneys and certain licensed professionals. A further amendment, effective on Jan. 1, 2024, removed the longstanding restrictions on those who may make affirmations pursuant to Section 2106, thereby permitting any person, regardless of location or party status, to submit an affirmation of truth in a New York action "in lieu of and with the same force and effect as an affidavit."

This amendment brought New York practice closer in line with 28 U.S.C. §1746, which permits unsworn declarations to substitute for notarized affidavits so long as the declaration is, among other things, made "under penalty of perjury." This amendment also included a uniform statutory statement template for all affiants, including attorneys, licensed professionals, and parties:

I affirm this \_\_ day of \_\_\_\_\_, \_\_\_\_\_, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.

The legislative intent behind the 2024 amendment recognized that having documents notarized "is unduly burdensome", noting that federal law (e.g., 28 U.S.C. §1746) had removed such requirements decades ago, and that the amendment "will align New York with the over 20 states that follow federal practice" and "will relieve unnec-

CHRISTOPHER J. MCNAMARA is a partner at Foley & Lardner. QUINN N. D'ISA is an associate with the firm.

### Inside

- 10 NY Court Permits Disclosure of Litigation Funding in Personal Injury Cases  
BY DIANE K. TONER, ADAM C. CALVERT AND MAURA R. RYAN
- 11 'Morpheus' and the Clear Language Rule: NY Court Limits Broker Fees  
BY IAN WEISS

BY DIANE K. TONER,  
ADAM C. CALVERT  
AND MAURA R. RYAN

For the first time, a New York Appellate Court has held that the defendants in a personal injury lawsuit are entitled to third-party litigation funding discovery. In *Lituma v. Liberty Coca-Cola Beverages LLC*, 243 AD3d 504 (1st Dept. 2025), the Appellate Division, First Department, established critical legal precedent in allowing this discovery that the defense bar has been seeking for years.

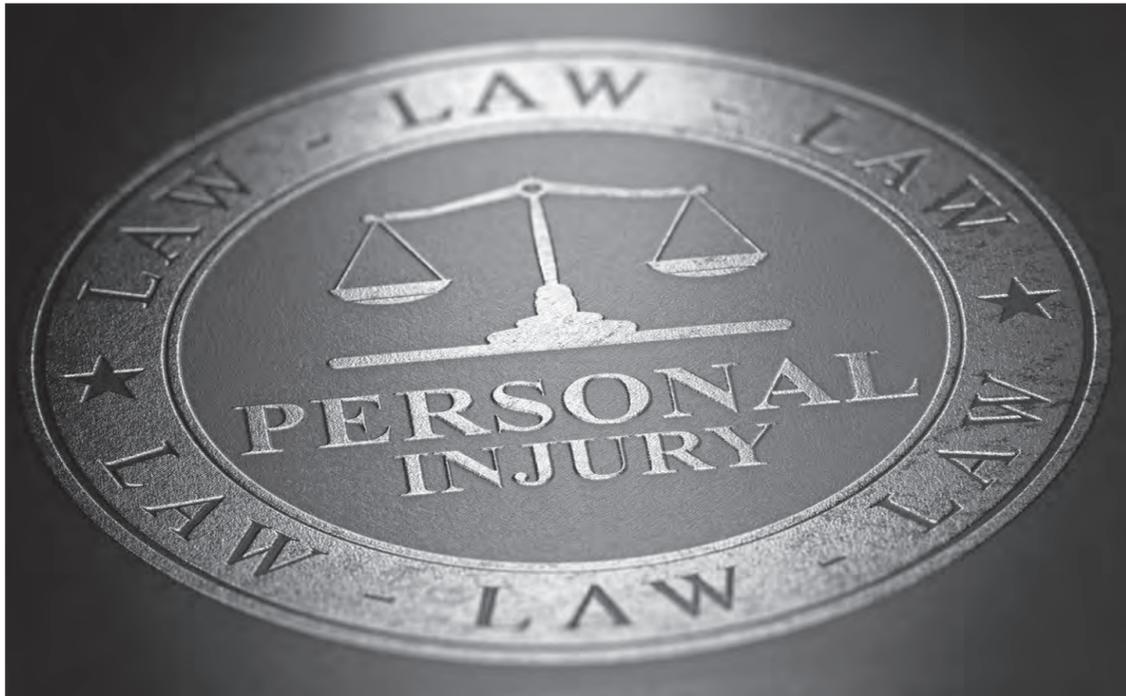
*Lituma* involved personal injury claims stemming from a motor vehicle accident. The defendants, Liberty Coca-Cola Beverages, LLC, and its driver, asserted an affirmative defense and a counterclaim for fraud, alleging that the accident was staged. Specifically, the defendants alleged that the driver of the plaintiffs' car cut in front of the defendants' tractor trailer and then slammed on the brakes, deliberately causing a rear-end collision. As the litigation progressed, the defendants also uncovered evidence that linked the plaintiffs to other individuals involved in suspected fraudulent accidents.

Based on this new evidence, the defendants moved to vacate the note of issue and compel discovery related to their affirmative defense and counterclaim. They supported their motion with a detailed affidavit from a claims representative, whose thorough investigation had uncovered numerous connections between the plaintiffs and other claimants believed to have staged accidents, as well as medical providers flagged for possible fraudulent treatment. In several instances, the plaintiffs' testimony was contradicted by this new evidence, raising issues of credibility as well.

The Supreme Court, Bronx County, granted the defendants' motion. The First Department affirmed, finding that the defendants had met their burden of demonstrating "unusual or unanticipated circumstances" sufficient to vacate the note of

DIANE K. TONER is special counsel in the appellate advocacy & post-trial practice group in Marshall Dennehey. ADAM C. CALVERT is a shareholder with the firm. MAURA R. RYAN is an associate with the firm.

# NY Court Permits Disclosure of Litigation Funding in Personal Injury Cases



issue because the suspected fraud began to surface only one month before plaintiffs filed the note of issue. With respect to the specific issue of the discovery of litigation funding material, the First Department held that the defendants established that the information sought is "material and necessary" as it could reveal a financial motive for fabricating the accident.

In support of its holding, the court cited to *Smartmatic USA Corp. v. Fox Corp.*, 2023 NY Slip Op. 30886[U], \*4-5, 2023 WL 2626882 [Sup. Ct., NY County 2023], comparing it with *Worldview Entertainment Holdings, Inc. v. Woodrow*, 204 AD3d 629, 629 [1st Dept. 2022]. In *Smartmatic*, the Supreme Court, New York County, permitted discovery of litigation funding agreements where the issue of plaintiffs' motivation to sue defendants was an element of defendants' anti-SLAPP counterclaim.

The *Smartmatic* court reasoned that information about the source, amount, and terms of any litigation funding could be relevant, or lead to evidence relevant, to plaintiffs' motive for the litigation. On the other hand, in *Worldview*, the First Department affirmed the denial of the defendants' motion to compel discovery into litigation financing, holding that the defendant had not explained how such discovery would support or undermine any particular claim or defense. Viewing *Lituma*, *Smartmatic*, and *Worldview* together, the discovery of litigation funding material should be permitted where the defendants have demonstrated how the discovery is material and necessary to a particular defense.

Prior to the *Lituma* decision, state and federal courts protected litigation funding from discovery for public policy reasons. Courts reasoned that litigation funding allowed lawsuits to be decided

Even where the litigation has merit, it is widely believed that litigation funding can influence plaintiffs' willingness to settle their claims if a significant portion of the settlement will be paid to the litigation funder.

on their merits, rather than on factors such as on which party had deeper pockets or a stronger appetite for protracted litigation. The Eastern District of New York held that whether a person received litigation funding would not assist the factfinder in determining whether or not the witness was telling the truth. *Benitez v. Lopez*, 2019 WL 1578167, at 1 (EDNY Mar. 14, 2019).

In a break from this reasoning, the First Department in *Lituma* emphasized that full disclosure is required of all matter material and necessary to the defense of an action, with the terms "material and necessary" to be interpreted liberally to require disclosure of any facts bearing on the controversy.

Thus, once considered to be helpful in having disputes decided on their merits, the *Lituma* decision reveals a growing concern that litigation funding may be interfering with that very goal, possibly funding litigation based on deception and fraud. Even where the litigation has merit, it is widely believed that litigation funding can influence plaintiffs' willingness to settle their claims if a significant portion of the settlement will be paid to the litigation funder.

In response to rising concerns, Governor Kathy Hochul recently signed the Consumer Litigation

Funding Act into law; the bill provides protections to consumers who enter into litigation funding agreements, including a 25% cap on the financing company's gross recovery from a lawsuit. Discovery into litigation funding agreements and practices may reveal other issues that need to be addressed through legislation.

In addition to setting a legal precedent for the discovery of third-party litigation funding, the *Lituma* decision affirmed the other fraud-related discovery the defendants sought in their motion to compel, including social media, phone records, and depositions of connected claimants; depositions of plaintiffs' prior employer to confirm connections between plaintiffs and other claimants; depositions of plaintiffs related to fraud connections; additional independent medical exams of plaintiffs; and depositions of plaintiff's medical providers.

*Lituma* also establishes a standard for maintaining a counterclaim for fraud, by citing to the insurance agent's detailed chronology and specific evidence of connections to other suspicious individuals. In contrast, the First Department's previous decision in *Linares v. City of New York*, 233 AD3d 479 (1st Dept. 2024), dismissed a counterclaim for fraud where defendants relied solely on "unproven allegations of fraud" in the RICO complaint.

The First Department in *Lituma* also rejected the plaintiffs' argument that fraud claims do not lie in a personal injury action and that, therefore, the defendants were not entitled to the discovery. The First Department noted that plaintiffs had not made this argument in opposition to the defendants' motion to vacate the note of issue, nor had they appealed from the order permitting the defendants to amend their answer to include the fraud affirmative defense and counterclaim.

Although the decision refrains from endorsing the fraud counterclaim, it nonetheless provides a roadmap for defending a litigation where there is evidence that the accident is staged: highlight any irregularities or discrepancies in the testimony, gather evidence of connections to individuals and providers who have been flagged for possible fraud, and move for production of litigation funding discovery to determine whether the plaintiffs have a possible financial motive for falsely claiming an accident.

## FINRA

« Continued from page 9

### GenAI Use Cases and Related FINRA Guidance

In the 2026 Report, FINRA identifies fourteen of member firms' most common GenAI use cases. These range from "Conversational AI & Question Answering," e.g., chatbots, to "Analysis & Pattern Recognition," e.g., identification of threat activity. The "top" GenAI use case is "Summarization and Information Extraction," which FINRA describes as "[c]ondensing large volumes of text and extracting specific entities, relationships, or key information from unstructured documents." Rpt. 25. FINRA states that it shares this chart as it may be helpful to member firms and other regulators "to have a shared terminology to facilitate discussions of this fast-evolving technology." FINRA's highlighting the importance of using shared terminology is notable and a recognition of the complexities that can arise where different terminology is used in describing the technology and tools.

The 2026 Report provides several "considerations" for firms contemplating use of GenAI tools, and while the 2026 Report may not provide a specific roadmap to compliance, certain themes emerge.

FINRA reminds firms contemplating the use of GenAI tools that they should consider adopting enterprise level supervisory processes for the development and use of such tools. This requires the dedication of resources—and notably human capital—to establish policies and procedures, train employees on them, and ensure that there is adequate monitoring of compliance with them.

Developing a comprehensive supervisory process and revisiting it periodically is especially key because of the technology's ever-evolving nature. Firm-used GenAI technology that complies with rules and regulations at a

point in time can pose a compliance risk in the future due to model updates or a change in the use of the technology.

FINRA also suggests that firms engage in robust testing of GenAI prior to deployment. Testing can help ensure that a particular GenAI use is accurate and reliable, while also revealing the limits that a particular GenAI model may have. FINRA emphasizes the need to identify and mitigate risks associated with GenAI use, including "hallucinations," which lead to inaccurate or misleading data that presents as factual, and highlights that such inaccurate client or market data, or misinterpretation of regulatory rules and requirements, can impact decision making. Rpt. 26. Training associated persons to be able to identify where GenAI may hallucinate or provide biased output based on a model that is designed incorrectly or based on limited or skewed data can help mitigate these risks.

Recordkeeping is another key risk-mitigation technique identified by FINRA in response to the GenAI use cases. FINRA suggests that firms maintain "comprehensive documentation" of compliance with policies and procedures associated with the development, implementation, and monitoring of GenAI. Rpt. 31. FINRA also suggests considering "storing prompt and output logs for accountability and troubleshooting." Id. Establishing recordkeeping policies and procedures at the outset of GenAI adoption can serve multiple purposes: auditing the performance of the AI tool, mitigating risks, and ensuring compliance with recordkeeping rules.

FINRA also dedicates a page of the 2026 Report to "AI agents" as an emerging trend. FINRA defines "AI agents" as "systems or programs that are capable of autonomously performing and completing tasks on behalf of a user." Rpt. 27. While AI agents may provide potential benefits, member firms should be mindful of their associ-

ated risks and develop a specific plan for human oversight. FINRA advises firms to develop supervisory processes to require human oversight protocols, track agent actions, and implement guardrails to prevent scope creep or data mishandling. Critically, while AI agents are designed to

Firms should develop processes to maintain awareness of trends and consider adapting their cybersecurity training and policies and procedures to account for risks posed by GenAI technology used by threat actors.

act autonomously, FINRA emphasizes the need to keep a "human-in-the-loop" when validating model outputs to minimize risks, such as the AI agent exceeding intended scope and authority.

#### GenAI Cybersecurity Risk

Adding yet another layer of complexity to firms' already challenging cybersecurity compliance frameworks, FINRA identifies the growing intersection between cybersecurity and GenAI, noting generally that member firms should assess whether their cybersecurity programs appropriately consider the risks associated not only with their own use of GenAI but also with their third-party vendors' use of GenAI. FINRA recommends that firms assess how their cybersecurity programs identify the ways that threat actors may use GenAI against them and their customers. Rpt. 7.

FINRA details how threat actors are using GenAI to enhance cybercrimes by generating fake content, including deepfake audio and video, and false identification documents. Along with GenAI-assisted fraud, FINRA warns of the risks of GenAI-created malicious tools, including software that constantly evolves to avoid detection by security products. FINRA notes that

malicious tool creation is easier to access than ever, as GenAI can help fill in knowledge gaps for cyber criminals.

Firms should be aware of these malicious use cases and consider adapting their cybersecurity and anti-money laundering training and policies and procedures accord-

ingly. Keeping apprised of trends and sharing knowledge with peers in the industry, as well as educating employees about developing cybercrime patterns are highlighted as potential ways to maintain awareness of new and evolving threats.

#### Third-Party Vendor GenAI Risk

Because firms rely on third-party vendors for mission-critical functions, FINRA highlights third party risk management as an area of acute focus, which has been a consistent recent focus of FINRA and other regulators. FINRA emphasizes that firms should conduct initial and ongoing due diligence assessing their third-party vendors' use of GenAI in their products or services and recommends ensuring firms' contracts with vendors comply with regulatory obligations. FINRA specifically recommends that firms add language to contracts that prohibit firm or customer information from being ingested into a vendor's open-source AI tools.

Practically, this is a difficult task, given major GenAI purveyors' market power, the growing interconnectivity of different GenAI tools, and the proliferation of sub-processors, who may themselves have sub-processors. Engaging in probing questions on GenAI usage

during contract negotiations with vendors is critical. Due diligence and negotiation of contractual representations and protections are relatively low cost and important ways to mitigate risk upfront when utilizing a third-party vendor that may use GenAI in providing services to the firm or is providing the GenAI tool itself.

#### Takeaways

A clear takeaway from the 2026 Report's expanded discussion of GenAI is that firms should engage their internal stakeholders and prioritize the adoption of a concrete, risk-based enterprise-wide processes that embed human oversight, testing, and documentation throughout the AI lifecycle. GenAI presents an enterprise need to build the garden and then continually tend that garden in a cross-functional manner, not just lend the roll-out task to the information technology division of the firm. Indeed, the theme of human oversight, especially when developing supervisory and governance protocols around GenAI adoption and implementation, is central to the 2026 Report.

The following steps can help firms operationalize compliance and risk management while capitalizing on GenAI's benefits:

Governance. FINRA emphasizes that firms should operationalize AI/GenAI governance with clearly delineated "human-in-the-loop" control points, particularly when an AI tool may influence supervisory, AML/KYC, trading or other customer communications workflows. This is no small task given ever-changing AI technology, but firms should work with internal stakeholders, subject matter experts, and outside advisors, where necessary, to develop and implement policies and procedures that address areas of greatest risk.

Testing. Before and after launching any GenAI tool, FINRA suggests that firms conduct structured testing to validate accuracy, reliability,

and capacity limits. As tools update, firms should consider what further testing is required for any new features subsequent models may offer.

Recordkeeping. FINRA recommends that firms work to identify and capture AI-related communications and records subject to retention, which may include prompts, supervisory instructions/overrides, and material model version/parameter metadata tied to a recommendation or customer interaction. Firms should consider how to align this recordkeeping with current approaches to regulatory and legal holds.

Cybersecurity. Firms should develop processes to maintain awareness of trends and consider adapting their cybersecurity training and policies and procedures to account for risks posed by GenAI technology used by threat actors.

Third-Party Vendor Oversight. Given FINRA's focus on third party risk management, firms should consider undertaking initial and ongoing due diligence or audits, where possible, of their vendors' AI usage and negotiating clear contractual language governing such usage.

#### Conclusion

FINRA's 2026 Report signals a new era for AI compliance and portends potential future areas of enforcement focus for firms that permit the use of GenAI tools. Putting in place appropriate policies and procedures and safeguards requires a huge investment in human capital across a multitude of firm functions and divisions to manage the challenges and risks associated with onboarding GenAI tools, supervising third-party vendors, and guarding against threat actors utilizing GenAI to harm firms and customers.

Thus, while GenAI technology is often thought of as reducing the need for human involvement, regulatory compliance demands a commitment by firms to have significant human oversight over the use of these tools.

Need a smart Expert Witness?

ALMExperts has leaders in every discipline.

www.almexperts.com

888-809-0133

ONE SOURCE that includes:

Over 15,000 top medical and technical experts in more than 4,000 areas of expertise, covering all 50 States.

# ‘Morpheus’ and the Clear Language Rule: NY Court Limits Broker Fees

BY IAN WEISS

When a brokerage contract states the broker is owed fees for its client’s transactions, does that include transactions its client procures entirely on its own, without any help from any broker? Should the court enforce the plain meaning of the contract’s broad language and award the broker a windfall fee for nothing?

In New York, these questions implicate a special rule of contract construction that the Court of Appeals adopted in *Morpheus Capital Advisors LLC v. UBS AG*, 23 N.Y.3d 528 (2014). This article reviews the *Morpheus* decision and its progeny, including recent developments that clarify the protection *Morpheus* affords to brokers’ clients.

In *Morpheus*, the Court of Appeals endorsed prior Appellate Division caselaw that drew a “dichotomy” between two rights that a contract could grant a broker: an “exclusive agency” and an “exclusive right to sell.” A contract that grants an “exclusive agency”—such as by designating the broker the client’s “exclusive” broker—entitles the broker to a fee for transactions that were procured by the broker or by any other broker.

A contract that grants the broker an “exclusive right to sell,” on the other hand, goes further by also entitling the broker to a fee for any transaction its client procures independently, without using any broker. Thus, only by granting the broker an “exclusive right to sell” does the client “forfeit the right to directly convey its own property to a third party without incurring a brokers’ fee.”

Reasoning that “an owner’s freedom to dispose of her own property should not be infringed upon by mere implication,” the



ADOBEE STOCK

court held that a contract can only grant a broker an exclusive right to sell through “an affirmative and unequivocal statement” that “clearly and expressly provide[s] that a commission is due upon sale by the owner or exclude[s] the owner from independently negotiating a sale.”

Thus, a client who independently procures its own transaction owes no brokerage fee unless its brokerage contract clearly and expressly states the client either must pay fees for or must not make any transactions that it procured independently. Pursuant to that rule, *Morpheus* held that a broker was not entitled to any fee for its client’s independently procured transactions, even though the contract broadly stated the broker “shall have the exclusive right to solicit counterparties for any potential Transaction” and that the broker “shall receive a Success Fee payable upon the closing of the Transaction.”

Following *Morpheus*, the First Department has likewise held that brokers were not entitled to fees for their clients’ indepen-

dently procured transactions in cases where the contracts broadly stated “[i]f the undersigned... obtains any apartment(s)/property... listed below... then [the] undersigned agrees to pay a Broker’s Commission,” see *Miron Props., LLC v. Eberli*, 126 A.D.3d 479 (1st Dep’t 2015); “[t]he [client] shall pay [the broker], due at close of each transaction, and as a condition to each close... a cash fee,” see *Alta Cap. Partners Int’l LLC v. Parsons Cap. LLC*, 155 A.D.3d 493 (1st Dep’t 2017); “[f]or each Transaction consummated during the term of this Agreement or within eighteen months following the termination of this Agreement, Client agrees to pay [Broker] a success fee,” see *Silvergrove Advisors, LLC v. Crosswing Holdings LLC*, 197 A.D.3d 1057 (1st Dep’t 2021); and “if the Company consummates the Transaction or enters into an agreement pursuant to which the Transaction is subsequently consummated, the Transaction Fee will be a minimum of \$2 million,” see *Cantor Fitzgerald & Co. v. ObvioHealth Pte Ltd.*, 233 A.D.3d 563, 563-64 (1st Dep’t 2024).

In those cases, the First Department soundly held that none of those contracts granted the broker an exclusive right to sell under *Morpheus*’s stringent requirements.

A contract that grants the broker an “exclusive right to sell,” on the other hand, goes further by also entitling the broker to a fee for any transaction its client procures independently, without using any broker.

There has, however, been some confusion about *Morpheus*’s special rule in recent years. In 2019, a broker had the chutzpah to sue its client for a \$1,250,000 fee from a mere \$100 transaction the client had independently procured, relying on a contract that broadly stated the client would owe certain fees if it made any transactions within

a certain time frame. See *GCA Advisors, LLC v. Intersections, Inc.*, Supreme Court, New York County Index No. 656893/2019, Dkt. No. 1. In its defense, the client unfortunately failed to cite *Morpheus* or to otherwise invoke any special rule concerning the exclusive right to sell, and instead relied on principles that were more familiar but less potent, such as the disfavoring of interpretations that yield absurd results.

That defense failed. The Supreme Court (Masley, J.) reluctantly ruled in the broker’s favor after stating on the record, “I don’t like this.” In affirming that ruling, the First Department did not address *Morpheus*—because the parties failed to raise it—and instead gave the broker the benefit of the general rule that “[u]nambiguous terms of an agreement between sophisticated parties must be enforced pursuant to their plain meaning.” *GCA Advisors, LLC v. Intersections, Inc.*, 230 A.D.3d 975, 975 (1st Dep’t 2024).

The anomalous GCA case was quickly exploited by another financial broker, Cantor Fitzgerald, in another broker-fee dispute. Dubiously relying on GCA as precedent, Cantor argued that *Morpheus* merely means that, to grant an exclusive right to sell, a contract must somehow convey a clear intent to do so. See, e.g., *Cantor Fitzgerald & Co. v. ObvioHealth Pte Ltd.*, Supreme Court, New York County Index No. 650486/2024, Dkt. No. 56. The Supreme Court (Schechter, J.) agreed and ruled that Cantor was entitled to a \$2 million fee for a \$15 million investment in Cantor’s client, ObvioHealth, even if ObvioHealth had procured that investment entirely on its own.

But that ruling was reversed on appeal: A First Department panel unanimously rejected Cantor’s broker-friendly reading of *Morpheus* and ruled that ObvioHealth owed no fee for its independently procured investments, notwithstanding the broad language in the parties’ contract. See *Cantor*, 233 A.D.3d at 563-64. Cantor then moved in the Court of Appeals for leave to appeal, asking the court to revisit *Morpheus*’s special rule.

In effort to show leaveworthiness, Cantor claimed that the First Department’s application of *Morpheus* conflicted with a recent Second Department decision, *New York Commercial Realty Group, LLC*

*v. Beau Pere Real Estate, LLC*, 216 A.D.3d 793 (2d Dep’t 2023), allegedly creating an interdepartmental split. Cantor’s motion remained pending for over nine months, eventually becoming the oldest undecided civil motion on the court’s docket.

In July 2025, while Cantor’s motion was pending, the Second Department decided yet another broker-fee dispute in *Angelic Real Estate, LLC v. Aurora Properties, LLC*, 239 N.Y.S.3d 252 (2d Dep’t 2025). *Angelic* provides the most thorough judicial analysis of *Morpheus* and its progeny to date. It approvingly cites the First Department’s decisions in *Miron*, *Alta*, *Silvergrove*, and *Cantor*, confirming there is no interdepartmental split. See *Angelic*, 239 N.Y.S.3d at 256-58. And, like all four of those prior cases, *Angelic* held that broad contractual language stating the broker will be owed fees for the client’s transactions is insufficient to grant the broker an exclusive right to sell. In November 2025, ObvioHealth notified the Court of Appeals of the *Angelic* decision. Later that month, the court finally denied Cantor’s nine-month-old motion for leave to appeal, thus declining the opportunity to revisit *Morpheus*.

These developments clarify the importance of the words “affirmative” and “expressly” in *Morpheus*’s special rule: To grant an exclusive right to sell, it is not enough for a brokerage contract to clearly and unequivocally state the broker will be owed fees for any and all of its client’s transactions; instead, the contract must expressly and affirmatively spell out either that the client must pay fees for any transactions that it procures independently, or that the client must not procure any transactions independently. See *Morpheus*, 23 N.Y.3d at 535-36. That is a strict requirement, and brokers’ efforts to water it down have not gone well in New York’s appellate courts.

One larger lesson from this line of cases is that commercial litigators should not assume every contract dispute is governed by the general rules of contract law. They’re called “general” rules for a reason. Now and then, your specific circumstances will trigger a special, unfamiliar, and perhaps even counterintuitive legal rule that turns your case from a lost cause into a slam dunk—or vice versa.

## Prenup

« Continued from page 9

the operation of the agreement manifest the clear intention of the parties to preempt fiduciary principles.” The court emphasized that sophisticated commercial parties seeking broader disclosure obligations “could have included them in the agreement,” demonstrating judicial deference to contractual terms.

Nevertheless, New York Courts draw a firm line at core fiduciary obligations, particularly those owed to minority members where an actual fiduciary relationship exists. In *Chan v. Havemeyer Holdings LLC*, 223 A.D.3d 403 (1st Dep’t 2024), the First Department distinguished between outside investors and minority members, holding that while a manager did not owe fiduciary duties to the out-

side investor, it could not rely on contractual disclaimer provisions to avoid fiduciary duties owed to minority members where the manager made conflicting representations to them. The court concluded that, because the manager owed fiduciary duties to the minority members, broad disclaimer language in the subscription agreements did not bar fiduciary duty claims.

Recent litigation has focused on whether LLCs themselves are bound by their operating agreements. In *Gurney-Goldman v. Sol Goldman Investments LLC*, 235 A.D.3d 428 (1st Dep’t 2025), the First Department held that a defendant LLC was not bound by its operating agreement and thus was not liable for breach of contract with plaintiff where it was a manager-managed LLC and was not a signatory to the agreement. The court rejected arguments

that the LLC’s operational compliance with the agreement created binding obligations, noting that “the fact that defendant LLC was

New York courts generally enforce no-reliance and disclaimer provisions but have carved out exceptions where such provisions lack specificity or where one party possesses superior knowledge of the facts at issue.

managed, opened bank accounts, or otherwise was operated in accordance with the operating agreement does not stop it from claiming that it is not bound by that agreement.” This development has significant implications for liability allocation and dispute resolution in multi-entity structures.

Finally, courts strictly enforce governance provisions covering member authority and removal. In *Lengyel-Fushimi v. Bellis*, 242

A.D.3d 727 (2d Dep’t 2025), the plaintiff, a Class A member of an LLC, sought a preliminary injunction to prevent his removal as a

manager by other Class A members, arguing that the operating agreement did not authorize such removal by majority vote. The Second Department found that the operating agreement required any amendment, such as the removal of a manager, to be executed by all members, which had not occurred, thus entitling the plaintiff to the injunction. The decision reinforces that operating agreements control governance outcomes.

### Takeaway

In conclusion, the clearer and more comprehensive the contract is, the more likely courts are to enforce it as written. This trend highlights the need for carefully drafted “business pre-nups” to mitigate risk in the event of a business divorce.

### Practical Implications

- Drafting merger clauses and no-reliance provisions requires precision and specificity. Courts are more inclined to enforce provisions that expressly address the representations and reliance being disclaimed, rather than broad, generalized language.
- Sophisticated-party status creates heightened expectations for due diligence and contractual compliance but

does not eliminate all fraud protections. Parties can strengthen their position by ensuring that merger clauses and disclaimers specifically address the categories of information and representations most likely to be disputed, while conducting thorough due diligence to avoid claims of superior knowledge or concealment.

- Operating agreements provide flexibility but cannot entirely eliminate fiduciary duties owed by managers and controlling members. Effective agreements should clearly allocate authority, define permissible conduct, and be reviewed and updated proactively.
- Retain experienced commercial counsel when involved in any business transaction or related dispute.

## CPLR

« Continued from page 9

essary burdens on litigants, non-party witnesses, county clerks, and courts.” Sponsor’s Mem., A.B. 5772 (N.Y. 2023). Notwithstanding the intent, there were early signs that some litigants were struggling to conform to the requirements of the new law and, ironically, creating more burden on the court system.

For example, various affirmations were rejected because they failed to incorporate the uniform statutory statement required by the 2024 amendment, causing serious consequences in some cases.

See, e.g., *Grandsard v. Hutchison*, 2024 WL 1957086, at \*1 (Sup. Ct. N.Y. Cnty. 2024), aff’d, 2024 N.Y. Slip Op. 02613 (1st Dep’t 2024) (refusing to consider a New York attorney’s affirmation in support of a petition because it merely affirmed that the attorney’s statements were made “under penalty of perjury” and did not comply with the new requirements of Section 2106 and that, as a result, the filed petition was unverified and therefore required dismissal); *Great Lakes Ins. SE v. Am. Steamship Owners Mut. Prot. & Indem. Ass’n Inc.*, 228 A.D.3d 429, 429 (2024) (finding that the trial court properly denied awarding summary judgment where the affirmation filed in support of motion “did not contain the language required by CPLR 2106”); *Tufo v. Port Chester Operating, LLC*, 87 Misc. 3d 1248(A) (N.Y. Sup. Ct. 2025) (“Plaintiff’s opposition... is insufficient to raise an issue of

fact... the affirmations of plaintiff’s counsel and plaintiff’s expert are not properly sworn because they do not substantially comply with the required language set forth in CPLR 2106.”)

Additionally, notwithstanding the 2024 amendment, ambiguity remained regarding the applicability of Section 2106 affirmations for, inter alia, verified pleadings, bills of particulars, and interrogatories. This ambiguity can be attributed to the amendment’s reference to affirmations having “the same force and effect as an affidavit,” while not explicitly addressing or amending the dozens of other CPLR provisions specifically referencing and/or requiring the filing of an “affidavit.” *Dadey, Jr. v. Onondaga County Committee of the Conservative Party of NYS*, 2024 WL 3865019, at \*5 (N.Y. Sup. Ct. Aug. 16, 2024) (“Unfortunately, the question of whether an affirmation can be used to verify a pleading was not addressed in the legislative amendment and has not yet been subject to appellate review.”); see Patrick M. Connors, CPLR 2106 Amendment: Affirmation in Lieu of Affidavit, Part 2, N.Y. L.J., March 7, 2024, at 1 (issues concerning the 2023 amendment to Section 2106 are best summarized in two excellent articles by Professor Patrick M. Connors, published in the *New York Law Journal* on Feb. 28, 2024 and March 7, 2024).

While the Second Department attempted to resolve the ambiguity by upholding a petition verified via Section 2106, some practitioners continued to encounter rejections by county clerks of pleadings verified with a Section 2106 affirmation.

*Sweet v. Fonvil*, 227 A.D.3d 849, 851–852, leave to appeal denied, 41 N.Y.3d 906 (2d Dep’t 2024); see Patrick M. Connors, THE BLOCK-

For example, various affirmations were rejected because they failed to incorporate the uniform statutory statement required by the 2024 amendment, causing serious consequences in some cases.

BUSTER AMENDMENT TO CPLR 2106 PERMITTING ANY PERSON TO SUBMIT AN AFFIRMATION IN LIEU OF AN AFFIDAVIT, 98 ST. JOHN’S L. REV. 375, 391 (2024).

### The 2025 Amendment

The 2025 amendment was introduced by Senator Brad Hoylman-Sigal, notably “at [the] request of the Unified Court System”. The 2025 amendment continues to apply to “[t]he statement of any person wherever made, subscribed and affirmed by that person to be true under the penalties of perjury,” but clarifies that it does not apply to a deposition, or an oath of office, or an oath required to be taken before a specified person other than a notary.

The 2025 amendment also retains the prior language that an affirmation “may be used in an action in New York in lieu of and with the same force and effect as an affidavit” while, critically, extending affirmation usage to “a certificate, a response to a notice to admit, an answer to interroga-

tories, a verification of a pleading, a bill of particulars and any other sworn statement.” While the enumerated examples now expressly

incorporated in the statute clarify some of the ambiguity that continued to exist following the 2024 amendment, it is likely that the key language that courts and litigants will need to navigate going forward is the potential catch-all language: “any other sworn statement.”

Notably, the new amendment explicitly states that “[n]othing in this rule shall be construed to eliminate any requirement under the domestic relations law that matrimonial agreements must be acknowledged in the form of deed.” The inclusion of such an express carve-out likely will be used by parties to argue that “any other sworn statement” should be interpreted as broadly as possible, though the specific contexts in which this may arise and how New York courts ultimately come out on such issues obviously remains to be seen.

The 2025 amendment also adds the below emphasized language to the uniform statutory statement template:

I affirm this \_\_\_ day of \_\_\_, \_\_\_ under the penalties of perjury

under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, except as to matters alleged on information and belief and as to those matters I believe it to be true, and I understand that this document may be filed in an action or proceeding in a court of law. While this change facially reduces the need for affidavits—whether they are attorneys, party representatives, or other professionals—to have direct, first-hand knowledge of all facts set forth in the affirmation, it is critically important that all affiants recognize that they continue to be subject to penalties of perjury in the making of such statements within an affirmation.

### Best Practices Following the 2025 Amendment

For practitioners, the takeaways based on these recent amendments and the cases interpreting them are simple but critical:

- While the statute provides that the affirmation “shall be in substantially” the form of the statutory text, it is best to adopt the text verbatim, and not to paraphrase, shorten, or alter the statutory text for any affirmations, as such modifications may result in a rejection of the affirmation, leading to potentially case-dispositive consequences.

- If applicable, do not rely on previous affirmation templates; be sure to revise any

affirmation templates to ensure that the updated statutory language is being used.

- Exhibit caution if the affirmation you seek to file falls outside of the explicitly authorized uses (e.g., a verification of a pleading) and instead falls—at least potentially—within the “catch-all” category in Section 2106 of “any other sworn statement”; when in doubt, continue to use affidavits instead of affirmations.

**Busy preparing for trial? Need an expert witness?**

**ALMExperts** is FREE to help.

- FREE access to thousands of listings of legal experts nationwide in thousands of specialties
- FREE searches by name, region and area of expertise
- FREE access to experts’ resumes
- FREE contact information -- get in touch with experts quickly and directly

**ALMEXPERTS**  
almexperts.com

# CLASSIFIED ADVERTISING

## LAWJOBS.COM

When results matter

### #1 Global Legal Job Site

Ranked by Alexa

Contact: Carol Robertson

Phone: 212.457.7850

Email: crobertson@alm.com

#### LIMITED LIABILITY ENTITIES

**FUNCTIONAL APPLIED BEHAVIOR ANALYSIS PLLC**, a Prof. LLC, Arts. of Org. filed with the SSNY on 11/10/2025. Office loc: Westchester County. SSNY has been designated as agent upon whom process against it may be served. SSNY shall mail process to: The PLLC, 230 Haines Rd, Bedford Hills, NY 10507. Purpose: To Practice The Profession of Applied Behavior Analysis. 17855 d1-M j5

**SEMINARA LAW PLLC**, a Prof. LLC, Arts. of Org. filed with the SSNY on 11/26/2025. Office loc: Westchester County. SSNY has been designated as agent upon whom process against it may be served. SSNY shall mail process to: The PLLC, 3 Hunter Dr., Armonk, NY 10504. Purpose: To Practice The Profession of Law. 17869 d1-M j5

**THOUGHTFUL PRACTICE MENTAL HEALTH COUNSELLING PLLC**, a Prof. LLC, Arts. of Org. filed with the SSNY on 04/07/2025. Office location: Nassau County. SSNY has been designated as agent upon whom process against it may be served. SSNY shall mail process to: The PLLC, 528 Merrick Rd, Unit 21, Rockville Centre, NY 11570. Purpose: To Practice The Profession of Mental Health Counseling. 17854 d1-M j5

**JENNIFER STRONG, NURSE PRACTITIONER IN FAMILY HEALTH PLLC**, Arts. of Org. filed with the SSNY on 10/30/25. Office: New York County. SSNY designated as agent of the PLLC upon whom process against it may be served. SSNY shall mail copy of process to the PLLC, 1601 3rd Avenue, Apartment 29A, New York, NY 10128. Purpose: For the practice of the profession of Nurse Practitioner in Family Health. 18224 d8-M j12

Steven Pestynier Attorney At Law PLLC, Arts. of Org. filed with SSNY on 11/22/25. Off. Loc: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail a copy of process to: The PLLC, West 21st St Apt 9B, New York NY 10011. Purpose: to engage in the Law. 18127 d8-M j12

**LCS Oral Surgery PLLC** filed w/ SSNY 11/17/25. Off. in Nassau Co. Process served to SSNY - desig. as agt. of PLLC. 5 mailed to: c/o PLLC, 5 Wyatt Rd, Garden City, NY 11730. Any lawful purpose. 17749 Dec1 m Jan5

**NOTICE OF FORMATION** of Clarion Psychiatry, PLLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 11/07/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 256 Asbury Ave., Westbury, NY 11590. Purpose: to practice the profession of medicine. 18162 d8-M j12

**NOTICE OF FORMATION** of Prism Psychiatry, PLLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 11/07/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 256 Asbury Ave., Westbury, NY 11590. Purpose: to practice the profession of medicine. 18164 d8-M j12

**NOTICE OF FORMATION** OF ROTHSCHILD MARRIAGE AND FAMILY THERAPY PLLC. Arts. of Org. filed with SSNY on 11/19/2025. Office location: Nassau County. SSNY desig. as agent of LLC upon whom process against it may be served. SSNY shall mail process to 3400 PACIFIC AVENUE, APT 107, MARINA DEL RAY, CA, 90292. Any lawful purpose. 18212 Dec8 m Jan12

#### LIMITED LIABILITY ENTITIES

203 WANSER PARTNERS LLC. Arts. of Org. filed with the SSNY on 11/21/25. Office: Nassau County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, 2 Broadway, Lawrence, NY 11559. Purpose: Any lawful purpose. 17848 d1-M j5

2805 MORRIS LLC Art. of Org. Filed Sec. of State of NY 11/6/2025. Off. Loc.: Bronx Co. SSNY designated as agent upon whom process against it may be served. SSNY to mail copy of process to The LLC, 1846 Victor Street, Bronx, NY 10462, USA. Purpose: Any lawful act or activity. 17775 d1-M j5

**PL BUTTE RATTAN, LLC**. Filed with SSNY on 03/03/2025. Office: Nassau County. SSNY designated as agent for process & shall mail to: 44 WEST PARK AVE, LONG BEACH, NY 11561. Purpose: Any Lawful 18150 d5-F j9

#### Attorney

### Executive Assistant District Attorney, Investigations Division

The Queens County District Attorney's Office is seeking a highly experienced and accomplished prosecutor for the Executive Assistant District Attorney in the Investigations Division which includes the Crimes Strategies, Frauds, Housing and Worker Protection, Human Trafficking, Major Economic Crimes, Public Corruption and Violent Criminal Enterprise Bureaus and the Forensic Accounting Unit. Detailed descriptions of the bureaus and subordinate units may be found at <https://queensda.org/investigations/>

The Executive Assistant District Attorney in the Investigations Division is responsible for the administration of approximately 120 Assistant District Attorneys and support staff. The division works closely with the District Attorney's Detective Bureau, the New York City Police Department and other city, state and federal agencies.

Qualifications: Interested applicants must possess a J.D. degree, be an active member of the New York State Bar in good standing and have at least 20 years of post-J.D. experience.

- Applicants must also have:
- Extensive management experience in a prosecutor's office.
  - Extensive experience in handling all aspects of complex criminal investigations and prosecutions.
  - White-Collar experience.
  - Substantial experience in grand jury practice.
  - Substantial felony jury trial experience.
  - Excellent writing skills and experience drafting and reviewing search warrant applications.
  - Experience in eavesdropping investigations preferred.
  - Experience in multi-agency investigations.
  - Excellent interpersonal and communications skills.

Salary: \$220,000

To apply, please submit a resume and a statement of interest to Vincent J. Carroll Jr., Counsel to the Chief Assistant District Attorney by visiting: <https://queensda.applicantstack.com/x/detail/a2e9114141f0/aao>

Pursuant to Public Officers Law Section 3(1), United States citizenship is required of all Assistant District Attorneys upon commencement of their employment, as is New York State residency.

The City of New York is an inclusive equal opportunity employer committed to recruiting and retaining a diverse workforce and providing a work environment that is free from discrimination and harassment based upon any legally protected status or protected characteristic, including but not limited to an individual's sex, race, color, ethnicity, national origin, age, religion, disability, sexual orientation, veteran status, gender identity, or pregnancy.

As a current or prospective employee of the City of New York, you may be eligible for federal loan forgiveness programs and state repayment assistance programs. Please review the notice to see if you may be eligible for programs and how to apply at [nyc.gov/studentloans](http://nyc.gov/studentloans).

**Reach your peers to generate referral business Lawyer to Lawyer For information, contact Carol Robertson at 212-457-7850, or email [crobertson@alm.com](mailto:crobertson@alm.com)**

#### LIMITED LIABILITY ENTITIES

2SAFE PROPERTIES LLC, Arts. of Org. filed with the SSNY on 11/20/2025. Office loc: Nassau County. SSNY has been designated as agent upon whom process against the LLC may be served. SSNY shall mail process to: Kristen Panella, 1435 Wagner Street, Wantagh, NY 11793. Purpose: Any Lawful Purpose. 17858 d1-M j5

APT. A6 LLC, Arts. of Org. filed with the SSNY on 11/25/2025. Office loc: Westchester County. SSNY has been designated as agent upon whom process against the LLC may be served. SSNY shall mail process to: The LLC, 103 Kent Street, Brooklyn, NY 11222. Purpose: Any Lawful Purpose. 17852 d1-M j5

GWEDJ HOLDINGS LLC, Arts. of Org. filed with the SSNY on 11/19/25. Office: Nassau County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, 393, Cuttermill Road, Suite 393, Great Neck, NY 11021. Purpose: Any lawful purpose. 17844 d1-M j5

HIGH FREQUENCY DEVELOPMENT LLC, Arts. of Org. filed with the SSNY on 11/19/25. Office: Nassau County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, 639 Sackman Street, Brooklyn, NY 11212. Purpose: Any lawful purpose. 17842 d1-M j5

LUIGI D.P. REALTY, LLC, Arts. of Org. filed with the SSNY on 11/10/25. Office: Nassau County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, 98 Unqua Road, Massachusetts, NY 11758. Purpose: Any lawful purpose. 17835 d1-M j5

NORTHSTAR ADVISORY CO. LLC, Arts. of Org. filed with the SSNY on 11/26/2025. Office loc: Westchester County. SSNY has been designated as agent upon whom process against the LLC may be served. SSNY shall mail process to: Andrew Herschkowitz, 2 Brett Lane, Bedford, NY 10506. Purpose: Any Lawful Purpose. 17874 d1-M j5

TONEDMD LLC, Arts. of Org. filed with the SSNY on 11/19/25. Office: Nassau County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, 409B Central Avenue, Cedarhurst, NY 11516. Purpose: Any lawful purpose. 17837 d1-M j5

#### LIMITED LIABILITY ENTITIES

BLU WILLOW LLC, Arts. of Org. filed with the SSNY on 11/25/25. Office: Nassau County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, 160 Cold Spring Road, Syosset, NY 11791. Purpose: Any lawful purpose. 18222 d8-M j12

NOTICE OF FORMATION OF GAB CONSULTING, LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 10/20/2025. Office location: Nassau County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: ROZENBERG LAW GROUP, PC, 65 CEDAR AVE., HEWLETT, NY 11557. Purpose: Any lawful activities. 18184 d8-M j12

PERFECT CHOICE AUTO BODY & COLLISION LLC, Arts. of Org. filed with the SSNY on 10/28/25. Office: Nassau County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, 404 Cornell Avenue, Rockville Centre, NY 11570. Purpose: Any lawful purpose. 18221 d8-M j12

NOTICE OF FORMATION of Ascendant 244 Managers LLC, Arts. of Org. filed with Secy. of State (SSNY) on 11/17/25. Office location: NY County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: c/o Ascendant Neighborhood Development Corporation, 421 E 116th St, NY, NY 10029. Purpose: any lawful activity. 18015 Dec8 m Jan12

NOTICE OF QUALIFICATION OF GOLFWRX, LLC. Authority filed with Secy. of State of NY (SSNY) on 08/22/2025. Office location: New York County. LLC formed in Delaware (DE) on 06/24/2025. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: c/o Registered Agents Inc., 418 Broadway, Ste. R, Albany, NY 12207. Address required to be maintained in DE: 8 The Green, Ste R, Dover, DE 19901. Arts of Org. filed with the DE Secy of State, 401 Federal St. Ste 4, Dover, DE 19901. Purpose: any lawful activities. 18198 d8-M j12

NOTICE OF FORMATION OF CK ASSETS LLC, Arts. of Org. filed with SSNY on 12/03/2025. Office location: Nassau County. SSNY desig. as agent of LLC upon whom process against it may be served. SSNY shall mail process to: c/o Registered Agents Inc., 418 Broadway, Ste. R, Albany, NY 12207. Address required to be maintained in DE: 8 The Green, Ste R, Dover, DE 19901. Arts of Org. filed with the DE Secy of State, 401 Federal St. Ste 4, Dover, DE 19901. Purpose: any lawful activities. 18195 Dec8 m Jan12

#### LIMITED LIABILITY ENTITIES

NOTICE OF FORMATION of SELENE BEYLER-BEYI LLC, Arts. of Org. filed with Secy. of State of NY (SSNY) on 11/12/2025. Office location: Nassau County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to the Company, 1306 East Imperial Avenue, El Segundo, CA 90245, Attn: Harsh Chowdhary. Purpose: any lawful activities. 18192 d8-M j12

NOTICE OF FORMATION of Christensen Marine Holdings, LLC, Arts. of Org. filed with Secy. of State of NY (SSNY) on 11/18/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: c/o the LLC, 118 East 93rd St., Apt. 3E, New York, NY 10128. Purpose: any lawful activities. 18194 d8-M j12

NOTICE OF FORMATION of E & C PHILLIPS CLUB LLC, Arts. of Org. filed with Secy. of State of NY (SSNY) on 11/17/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: c/o Piero, Connor & Strauss, LLC, 43 British American Blvd., Latham, NY 12110. Purpose: any lawful activities. 18196 d8-M j12

NOTICE OF FORMATION of Elisheva Leah Family LLC, Arts. of Org. filed with Secy. of State of NY (SSNY) on 11/20/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: Registered Agents Inc., 418 Broadway, Ste. R, Albany, NY 12207. Purpose: any lawful activities. 18197 d8-M j12

NOTICE OF FORMATION of GD Realty 42-46 Kean Street LLC, Arts. of Org. filed with Secy. of State of NY (SSNY) on 11/10/2025. Office location: Nassau County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: The Company, 60 Hickory Dr., Roslyn, NY 11576. Attn: Greg S. Zucker. Purpose: any lawful activities. 18185 d8-M j12

NOTICE OF FORMATION OF E ELIASI ENTERPRISES LLC, Arts. of Org. filed with SSNY on 11/26/2025. Office location: Nassau County. SSNY desig. as agent of LLC upon whom process against it may be served. SSNY shall mail process to the LLC, 24 STEAMBOAT ROAD, GREAT NECK, NY, 11024. Any lawful purpose. 18210 Dec8 m Jan12

#### Attorney

Bureau Chief, Special Victims Bureau  
The Queens County District Attorney's Office is seeking a highly experienced and accomplished prosecutor for a Bureau Chief position in our Special Victims Bureau.

The Special Victims Bureau investigates and prosecutes felony matters involving sexual assaults against adults and children, child physical abuse, and violence against the elderly.

Qualifications: Candidates should have extensive experience investigating and trying complex and challenging cases. Interested applicants must possess a J.D. degree, be an active member of the New York State bar in good standing and have at least 15 years post-J.D. experience. Applicants must also have:

- Minimum 15 years of experience as a prosecutor.
- Extensive jury trial experience with significant number of them involving special victims cases.
- Exceptional interpersonal skills.
- Exceptional organizational skills.
- Excellent written and oral communication skills.
- Experience at effectively managing a large team of attorneys and support staff.
- Availability 24/7 to address emergencies and to support riders and backup riding supervisors.

- Among the areas of expertise required:
- Expertise in all aspects of trials and complex litigation, including: mastery of the rules of evidence; multiple defendant cases; cooperating defendants; expert witnesses; Frye, Sirois, and Mosley hearings; suppression hearings generally; admission of and use of forensic evidence in investigations and at trial including DNA, medical findings, latent prints, and ballistics.
  - Expertise in forensic DNA, sexual assault evidence kit analyses, forensic toxicology, medical records, abusive head trauma in infants and toddlers, and competence in other forensic sciences including latent print analysis, ballistics, and electronic data analysis.
  - Expert knowledge of Brady/Giglio and discovery obligations.
  - Working knowledge of CPL 730 procedures, competency issues generally, and psychiatric defenses.
  - Comprehensive knowledge of and expertise in prosecuting: PL Art. 130 sex crimes, including elements, definitions, historical changes; PL Art. 263 sexual performance by a child crimes; PL Art. 120 child and elder assault crimes; and PL Art. 260 crimes involving endangering the welfare of an incompetent or physically disabled person.
  - Comprehensive knowledge of SOLs applicable to PL Art. 130 crimes.
  - Experience in assessing child witness swearability.
  - Trained in and extensive experience utilizing forensic experiential trauma interviewing techniques and forensic interviewing of children.
  - Comprehensive knowledge and experience in handling Sex Offender Registration Act risk assessment hearings, motions for modification, and related matters.
  - Familiarity with Child Advocacy Center operations and QDA multidisciplinary team membership duties and responsibilities.
  - Familiarity with SAFE examination protocols and operations at hospitals.
  - Experience managing multidisciplinary response to special victims cases including coordination of prosecutors, police, child protective services, medical treatment providers, victim advocates, and mental health counselors.
  - Experience as an instructor/presenter/professor/trainer on legal topics, particularly law and legal skills relevant to special victims cases.

Salary: \$202,731  
This position will require the ability to manage a staff of senior assistants, including paralegals and detectives, and to be always accessible to the District Attorney, Chief Assistant, and Executive of the Special Prosecutions Division.

To apply, please submit resume and a statement of interest to Vincent J. Carroll Jr., Counsel to the Chief Assistant District Attorney by visiting: <https://queensda.applicantstack.com/x/detail/a2e91146f3k/aao>

Pursuant to Public Officers Law Section 3(1), United States citizenship is required of all Assistant District Attorneys upon commencement of their employment, as is New York State residency.

The City of New York is an inclusive equal opportunity employer committed to recruiting and retaining a diverse workforce and providing a work environment that is free from discrimination and harassment based upon any legally protected status or protected characteristic, including but not limited to an individual's sex, race, color, ethnicity, national origin, age, religion, disability, sexual orientation, veteran status, gender identity, or pregnancy.

As a current or prospective employee of the City of New York, you may be eligible for federal loan forgiveness programs and state repayment assistance programs. Please review the notice to see if you may be eligible for programs and how to apply at [nyc.gov/studentloans](http://nyc.gov/studentloans).

#### LIMITED LIABILITY ENTITIES

NOTICE OF FORMATION of SELENE BEYLER-BEYI LLC, Arts. of Org. filed with Secy. of State of NY (SSNY) on 11/12/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: c/o Coopersmith & Coopersmith PLLC, 641 Lexington Ave., 29th Fl., New York, NY 10022. Purpose: any lawful activities. 18168 d8-M j12

NOTICE OF FORMATION of NYS MANAGEMENT LLC, Arts. of Org. filed with the SSNY on 12/04/2025. Office loc: Nassau County. SSNY has been designated as agent upon whom process against the LLC may be served. SSNY shall mail process to: Isaac Shauli, 439 East Broadway, Apt A, Long Beach, NY 11561. Purpose: Any Lawful Purpose. 18190 d8-M j12

NOTICE OF QUALIFICATION Notice of Formation of Robert John Media & Productions, LLC, Arts. of Org. filed with Secy. of State of NY (SSNY) on 11/17/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: Robert John Rivera Jr., 254 East 2nd St., New York, NY 10009. Purpose: any lawful activities. 18209 d8-M j12

NOTICE OF QUALIFICATION Notice of Formation of Weedie Parker NY, LLC, Arts. of Org. filed with Secy. of State of NY (SSNY) on 11/21/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 9 East 63rd St., Fourth Fl., New York, NY 10065. Purpose: any lawful activities. 18211 d8-M j12

NOTICE OF FORMATION of Notice of Formation of Angulation Capital LLC, Arts. of Org. filed with Secy. of State of NY (SSNY) on 11/22/2025. Office location: Nassau County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail process to: the Company, 1700 Jericho Tpke., New Hyde Park, NY 11040. Purpose: any lawful activities. 18182 d8-M j12

NOTICE OF FORMATION OF SALT SHAKER LLC, Art. of Org. filed with the Secy of State of NY (SSNY) on 08/21/25. Office in Westchester County. SSNY has been designated as agent of the LLC upon whom process against it may be served. SSNY shall mail process to the LLC, 19 W 21st St., Ste 1004, NY, NY 10010. Reg Agent: Jesse Coren, 19 W 21st St., Ste 1004, NY, NY 10010. Purpose: Any Lawful Purpose. 18214 Dec8 m Jan12

#### LIMITED LIABILITY ENTITIES

NOTICE OF QUALIFICATION of HealthBridge Innovation Partners, LLC. Authority filed with Secy of State of NY (SSNY) on 11/14/2025. Office location: New York County. LLC formed in Delaware (DE) on 10/22/2024. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: c/o HealthBridge Innovation Partners, 142 West 57th St., 11th Fl., New York, NY 10019. Address required to be maintained in DE: Corporation Trust Center, 1209 Orange St., Wilmington, DE 19801. Arts of Org. filed with the Secy. of State, 401 Federal St., Ste. 4, Dover, DE 19901. Purpose: any lawful activities. 18199 d8-M j12

NOTICE OF FORMATION of 77 CORONADO LLC, Arts. of Org. filed with SSNY on 12/04/2025. Office location: Nassau County. SSNY desig. as agent of LLC upon whom process against it may be served. SSNY mail process to: 69 CORONADO STREET, ATLANTIC BEACH, NY, 11509. Any lawful purpose. 18193 Dec8 m Jan12

NOTICE OF FORMATION of JPE FAIRFAX LLC, Arts. of Org. filed with SSNY on 11/17/2025. Office location: New York County. SSNY desig. as agent of LLC upon whom process against it may be served. SSNY mail process to: 1172 PARK AVENUE, PH, NEW YORK, NY, 10128. Any lawful purpose. 18208 Dec8 m Jan12

NOTICE OF FORMATION OF MODUS MEDICINE MANAGEMENT, LLC, Arts. of Org. filed with SSNY on 11/04/2025. Office location: New York County. SSNY desig. as agent of LLC upon whom process against it may be served. SSNY mail process to: 720 PARK AVENUE, APT. 2/3C, NEW YORK, NY, 10021. Any lawful purpose. 18215 Dec8 m Jan12

NOTICE OF FORMATION OF SPG DEVELOPER LLC, Arts. of Org. filed with Secy. of State (SSNY) on 11/19/25. Office location: NY County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: c/o State Property Group LLC, 440 Park Ave. S., 3rd Fl, NY, NY 10016. Purpose: any lawful activity. 18017 Dec8 m Jan12

MY FIRST HIT, LLC, Arts. of Org. filed with the SSNY on 08/12/2025. Office loc: NY County. SSNY has been designated as agent upon whom process against the LLC may be served. SSNY shall mail process to: Joseph Licata, 510 Broadhollow Rd, Suite 110, Melville, NY 11747. Address required to be maintained in FL: 9301 Equus Cir, Boynton Beach, FL 33472. Cert of Formation filed with FL Dept. of State, 500 S Bronough St., Tallahassee, FL 32301. Purpose: Any Lawful Purpose. 17857 d1-M j5

#### PUBLIC NOTICES

Notice of Election to Purchase Outstanding Common Units of Steel Partners Holdings L.P. (CUSIP: 1-01) Steel Partners Holdings L.P. (the "Company") has elected to purchase all outstanding common units of the Company not held by the general partner of the Company or its affiliates (the "Common Units"), in exchange for a purchase price of \$50.01 per Common Unit in cash. The purchase price will be payable to holders effective as of January 1, 2026, which shall be the purchase date, upon surrender by a holder of the certificates representing its Common Units, if any, at such office or offices, if any, as the Transfer Agent set forth below may specify. Additional information can be found in the Notice of Election to Purchase Outstanding Common Units and Appraisal Rights dated January 2, 2026 that has been mailed to Record Holders of Common Units by the Transfer Agent. Holders in "street name" should contact their broker, bank, or nominee for procedures. Holders of record will be contacted by the Transfer Agent: Equiniti Trust Company, LLC, Operations Center, Attn: Reorganization Department, P.O. Box 2042, New York, NY 10272-2042 (by hand/courier: 6201 15th Avenue, Brooklyn, NY 11219). 18880 Jan5 - Jan7

#### LIMITED LIABILITY ENTITIES

NOTICE OF QUALIFICATION OF AMORE PROPERTIES, LLC, Authority filed with the SSNY on 11/25/2025. Office loc: Nassau County. LLC formed in FL on 11/09/2021. SSNY is designated as agent upon whom process against the LLC may be served. SSNY shall mail process to: Joseph Licata, 510 Broadhollow Rd, Suite 110, Melville, NY 11747. Address required to be maintained in FL: 9301 Equus Cir, Boynton Beach, FL 33472. Cert of Formation filed with FL Dept. of State, 500 S Bronough St., Tallahassee, FL 32301. Purpose: Any Lawful Purpose. 17857 d1-M j5

NOTICE OF QUALIFICATION OF JOANNA PROPERTIES, LLC, Authority filed with the SSNY on 11/25/2025. Office loc: Nassau County. LLC formed in FL on 03/02/2020. SSNY is designated as agent upon whom process against the LLC may be served. SSNY shall mail process to: Joseph Licata, 510 Broadhollow Rd, Suite 110, Melville, NY 11747. Address required to be maintained in FL: 9301 Equus Cir, Boynton Beach, FL 33472. Cert of Formation filed with FL Dept. of State, 500 S Bronough St., Tallahassee, FL 32301. Purpose: Any Lawful Purpose. 17856 d1-M j5

**CLASSIFIED**  
INFORMATION  
**New York Law Journal**  
[www.nylj.com](http://www.nylj.com)

**TO PLACE, CORRECT OR CANCEL CLASSIFIED ADS:**  
Contact: Carol Robertson  
Phone: 212 457 7850  
E-mail: [crobertson@alm.com](mailto:crobertson@alm.com)  
Monday thru Friday 8:30 AM to 5:30 PM  
A sales representative will confirm receipt.  
**ERROR RESPONSIBILITY NOTE**  
Please check your ad the first day it appears. All ads placed by telephone are read back for verification of copy content. In the event of New York Law Journal error, we are responsible only for the first incorrect insertion. We assume no responsibility for any item error in an ad beyond the cost of the ad itself, or for the omission of copy.  
New York Law Journal reserves the right to edit, reject, cancel or correctly classify any ad.

**DEADLINES:**  
Line Ads: Tuesday through Friday editions:  
11:00 AM one day prior to publication  
Monday edition: Friday 12:00 Noon  
Display Ads: 11:00 AM two days prior to publication  
**CONFIDENTIAL BOX NUMBER REPLIES:**  
You may respond to ads with Box numbers using any method below:  
E-mail your resume to:  
[NYLJobs@alm.com](mailto:NYLJobs@alm.com) (indicate box# in subject)  
Fax your resume to:  
646-822-5028 (indicate box # on cover sheet)  
Please do not enclose writing samples unless specifically requested.

# Court Calendars

## FOUNDATIONS

**THE ANNUAL RETURN OF LEOPOLD R. GELLERT TRUST** for the fiscal year ended 05/31/2025 is available at its principal office located at 420 LEXINGTON AVE., STE 805, NEW YORK, NY 10170 for inspection during regular business hours by any citizen who requests it within 180 days hereof. Principal Manager of the Foundation is Robert J. Gellert. 19358 j5

**THE ANNUAL RETURN OF MICHAEL E. GELLERT TRUST** for the fiscal year ended 06/30/2025 is available at its principal office located at 420 LEXINGTON AVENUE, STE 805, NEW YORK, NY 10170 for inspection during regular business hours by any citizen who requests it within 180 days hereof. Principal Manager of the Foundation is Michael E. Gellert. 19359 j5

**THE ANNUAL RETURN OF THE Lenore & Howard Klein Foundation, Inc.** For the calendar year ended December 31, 2024 is available at its principal office located at 170 Mason Street, Greenwich, Connecticut 06830 for the inspection during regular business hours by any citizen who requests it within 180 days hereof. Principal Manager of the Foundation is Jane Laffend. 17423 j5

**THE ANNUAL RETURN OF The Marsha and David Veit Foundation** for the calendar year ended 12/31/2025 is available at its principal office located at 181 Fremont St. Unit 55B, San Francisco, CA 94105 for inspection during regular business hours by any citizen who requests it within 180 days hereof. Principal Manager of the Foundation is DAVID VEIT. 19365 j5

**THE ANNUAL RETURN OF Whiting Foundation.** For the [calendar] year ended Dec. 31st, 2024 is available at its principal office located at 291 Broadway, suite 1901, New York, NY 10007 for the inspection during regular business hours by any citizen who requests it within 180 days hereof. Principal Manager of the Foundation is Constantina Constantinou. 17337 j5

## LIMITED LIABILITY ENTITIES

**TEA-RRIFIC BLENDS LLC.** Arts. of Org. filed with the SSNY on 11/24/25. Office: Nassau County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail process to: The Tea Rrific Blends LLC, 2640 Natta Boulevard, Belmore, NY 11710. Purpose: Any lawful purpose. 18220 d8-M j12

**NOTICE OF FORMATION OF KS FAMILY NY LLC.** Arts. of Org. filed with Secy. of State of NY (SSNY) on 10/30/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: Sandra T. Fung, Esq., Withers Bergman LLP, 430 Park Ave., 10th Fl., New York, NY 10022. Purpose: any lawful activities. 18165 d8-M j12

**NOTICE OF FORMATION OF PAUL'S TAX FIRM, LLC.** Arts. of Org. filed with the SSNY on 12/04/2025. Office loc: Nassau County. SSNY has been designated as agent upon whom process against the LLC may be served. SSNY shall mail process to: Paul Pomponio, 181-30 Dalny Rd, Jamaica, NY 11432. Purpose: Any Lawful Purpose. 18189 d8-M j12

**NOTICE OF FORMATION OF 175 SB LLC.** Arts. of Org. filed with SSNY on 11/05/2025. Office location: New York SSNY desig. as agent of LLC upon whom process against it may be served. SSNY mail process to: ARTIN, MARC A. LANDIS, ESQ., 485 LEXINGTON AVENUE, NEW YORK, NY, 10017. Any lawful purpose. 18201 Dec8 mJan12

**NOTICE OF FORMATION OF SEAN E OPERATIONS LLC.** Arts. of Org. filed with SSNY on 11/26/2025. Office location: Nassau County. SSNY desig. as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 24 STEAMBOAT ROAD, GREAT NECK, NY, 11024. Any lawful purpose. 18213 Dec8 mJan12

## LIMITED LIABILITY ENTITIES

**NOTICE OF QUALIFICATION OF Epogee, LLC.** Authority filed with Secy. of State of NY (SSNY) on 11/13/2025. Office location: New York County. LLC formed in Delaware (DE) on 11/10/2025. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: Cogency Global Inc., 122 E 42nd St., 18th Fl., New York, NY 10168. Address required to be maintained in DE: Cogency Global Inc., 850 New Burton Rd., Ste. 201, Dover, DE 19904. Arts of Org. filed with the Secy. of State of the State of DE, 401 Federal St., Ste. 4, Dover, DE 19901. Purpose: any lawful activities. 18163 d8-M j12

## LIMITED LIABILITY ENTITIES

**NOTICE OF QUALIFICATION OF Metro Mile LLC.** Authority filed with Secy. of State of NY (SSNY) on 11/20/2025. Office location: New York County. LLC formed in Washington (WA) on 04/29/2021. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 2 Park Pl., 38A, New York, NY 10007. Address of the principal office: 518 W. Riverside Ave., Ste. 208, Spokane, WA 99201. Arts of Org. filed with the WA Secy. of State, 243 Israel Rd. SE, Tumwater, WA 98501. Purpose: any lawful activities. 18200 d8-M j12

**NOTICE OF QUALIFICATION OF VENUE GROUP LLC.** Authority filed with Secy. of State of NY (SSNY) on 11/14/2025. Office location: New York County. LLC formed in Delaware (DE) on 11/13/2025. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: Connor Sullivan, Esq., Withers Bergman LLP, 430 Park Ave., 10th Fl., New York, NY 10022. Address required to be maintained in DE: 1209 Orange St., Wilmington, DE 19801. Arts of Org. filed with the DE Secy of State, Division of Corporations, John G. Townsend Bldg., 401 Federal St., Ste 4, Dover, DE 19901. Purpose: any lawful activities. 18201 d8-M j12

**NOTICE OF QUALIFICATION OF PRIMESTONE PARTNERS TECHNOLOGY LLC.** Authority filed with Secy. of State of NY (SSNY) on 11/17/2025. Office location: New York County. LLC formed in Delaware (DE) on 07/11/2024. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 641 Lexington Ave., 13th Fl., New York, NY 10022. Address required to be maintained in DE: 251 Little Falls Dr., Wilmington, DE 19808. Arts of Org. filed with the Secy. of State, 401 Federal St., Dover, DE 19901. Purpose: any lawful activities. 18202 d8-M j12

**NOTICE OF QUALIFICATION OF Pro Shop Media, LLC.** Authority filed with Secy. of State of NY (SSNY) on 08/18/2025. Office location: New York County. LLC formed in Delaware (DE) on 08/04/2025. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: Registered Agents Inc., 418 Broadway, Ste. R, Albany, NY 12207. Address of the principal office: 2 PGA TOUR BLVD, POINTE VEDRA BEACH, FL 32082. Arts of Org. filed with the DE Secy of State, 401 Federal St. Ste 4, Dover, DE 19901. Purpose: any lawful activities. 18204 d8-M j12

**NOTICE OF QUALIFICATION OF Pro Shop Studios, LLC.** Authority filed with Secy. of State of NY (SSNY) on 08/05/2024. Office location: New York County. LLC formed in Delaware (DE) on 05/16/2024. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: Registered Agents Inc., 418 Broadway, Ste. R, Albany, NY 12207. Address required to be maintained in DE: 8 The Green, Ste. R, Dover, DE 19901. Resident Agents Inc. Arts of Org. filed with Jeffrey W. Bullock, Secy. of State, Division of Corporations, PO Box 898, Dover, DE 19903. Purpose: any lawful activities. 18206 d8-M j12

**NOTICE OF QUAL. OF HOLDING HEJ LLC.** Auth. filed with SSNY on 11/10/2025. Office location: Nassau. LLC formed in DE on 10/17/2025. SSNY desig. as agent of LLC upon whom process against it may be served. SSNY mail process to: ARTIN, MARC A. LANDIS, ESQ., 485 LEXINGTON AVENUE, NEW YORK, NY, 10017. Any lawful purpose. 18205 Dec8 mJan12

**NOTICE OF QUALIFICATION OF Coin2 Capital LLC.** Authority filed with Secy. of State of NY (SSNY) on 11/12/2025. Office location: Nassau County. LLC formed in Delaware (DE) on 11/06/2025. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 901 Northern Blvd., Manhasset, NY 11030. Address required to be maintained in DE: 16192 Coastal Hwy., Lewes, DE 19958. Arts of Org. filed with the Secy. of State, 401 Federal St., Ste. 4, Dover, DE 19901. Purpose: any lawful activities. 18183 d8-M j12

**THE VERDICT SEARCH SOLUTION**  
Cut-Winning Intelligence on the Web, on the Phone and in Print

## New York County

### Court Calendars Continued From Page 8

**Motion**  
16031021/Bank of America v. Schulman 65009721 Red Apple 86 Fleet Pl. v. Hudson Machine Works, Inc.

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

**MONDAY, JAN. 5**  
65963725/Shell Na Lng LLC v. Venture Global Calcasieu Pass  
65671522/Vala Longevity Fund v. Suttanpaa Capital LLC Et Al

**Motion**  
65963725/Shell Na Lng LLC v. Venture Global Calcasieu Pass

**TUESDAY, JAN. 6**  
65164225/Castleman v. Dieuveuil 65214724/Cohen Rty. Enterprises Hldgs. LLC Et Al v. Fortress Credit Corp.  
65011725/Express Funding of America v. Cherokee Funding II  
65142725/Fortress Credit Corp. v. Cohen  
65119125/Kovacs v. Audioeye Inc. Et Al  
451202/18/Lentini v. William Capital Associates  
160470/16/Lentini v. Lentini  
655017/25/Nb Alternatives Advisers LLC Et Al v. Wayfler Advances LLC Et Al

**WEDNESDAY, JAN. 7**  
654458/25/Nussbaum v. Nussbaum

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

**MONDAY, JAN. 5**  
805209/22/Kuperman v. Schwab M.D.

**TUESDAY, JAN. 6**  
805240/19/Allahkverdiyeva v. Tomasula  
805461/16/Betman v. Mount Sinai Hosp. Groups  
805285/24/Cheeks v. The Riverside Premier Rehabilitation & Healing Center Et Al  
805354/17/De La Rosa v. The NY And Presbyterian Hosp. Et Al  
805226/21/Domond v. Jewish Home Lifecare Manhattan  
805113/19/ E. S. F. A Minor By Her v. Winthrop Univ. Hosp.  
805195/18/Gruenspecht v. Upper East Side Pain  
805163/20/Landman v. Omni Medical of NY  
805168/20/Marina Yutikova As Administrator of The Estate of Boris Solovitchick Et Ano. v. Michael Schusterman  
805260/23/O'Toole v. Gorenstein Md  
805231/19/Victoria Shiraz And Michael v. Minor

**Motion**  
805240/19/Allahkverdiyeva v. Tomasula  
805461/16/Betman v. Mount Sinai Hosp. Groups  
805285/24/Cheeks v. The Riverside Premier Rehabilitation & Healing Center Et Al  
805354/17/De La Rosa v. The NY And Presbyterian Hosp. Et Al  
805226/21/Domond v. Jewish Home Lifecare Manhattan  
805113/19/ E. S. F. A Minor By Her v. Winthrop Univ. Hosp.  
805195/18/Gruenspecht v. Upper East Side Pain  
805163/20/Landman v. Omni Medical of NY  
805260/23/O'Toole v. Gorenstein Md

**WEDNESDAY, JAN. 7**  
805092/25/Chopitea v. Cammissa Md  
805051/24/Harrington v. Hosp. For Special Surgery Et Al

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

**MONDAY, JAN. 5**  
152553/24/321 East 84 L.P. v. Leván  
150976/23/West St. Condominium Et Al v. Jdm Washington St. LLC  
152196/25/Armelino v. Joe & The Juice NY LLC Et Al  
453358/25/Asrow v.  
655926/23/Binarapps Sp. Z. O.O. v. Pockebroker, Inc. Et Al  
652861/23/Breitling v. Boneau Design, Inc. Et Al  
652737/17/Colonial Funding Network, Inc. v. Rincon Macorisano  
452567/24/Comm'r's. of The State Ins. Fund v. Eastline Trans LLC  
651872/23/Con Ed Co. of New York, Inc. v. Nat. Union Fire Ins. Co. of Pennsylvania  
153642/23/Dejgado v. Triborough Bridge And Tunnel Auth. D/b/a Mta Bridges And Tunnels Et Al  
654687/23/Dynamic Dev. And Const. Inc. v. Y23 LLC Et Al  
101099/25/Estrada v. Estrada  
152103/24/Tringa v. Upper East Side Rehabilitation And Nursing Center  
150722/25/ E. v. Tosler-Davis, Inc.  
152158/25/Galicia v. West 4th & Barrow  
654820/25/Get Resq Us Ltd. v. Look Cinemas  
659476/25/Glashow M.D. v. Ackerman  
150455/22/Gonzalez v. NYCHA Et Al  
158877/25/Hertz Vehicles v. Johnson  
651309/21/Hudson 38 Hldgs. LLC v. NY Medical Practice  
651224/23/Hudson Painters Associates, Inc. v. Legacy Builders/developers Corp.  
158599/24/Jeffery v. 301 East 22nd St. Tenants Corp. Et Al  
653751/23/Jesena v. Uy  
650714/24/Jr Roselle Lighting Inc. v. Horsepower Electric And Maint. Corp Et Al  
165476/25/Kellerman v. NYC Dept. of Health & Mental Hygiene  
160391/24/Kitiz v. Lincoln Center For The Performing Arts, Inc. Et Al  
158322/25/Newbery v. Bathroom Hldgs. LLC D/b/a Bathroom Flatiron  
651896/24/Ocampo v. Victory Mitsubishi Et Al  
159356/24/Peretz v. Cats 3531 B'way.  
151625/24/Pork v. Youth Action Homes 1 Housing Dev. Fund Corp. Et Al  
650076/24/Pym Fashion Americas v. Insight Companies, Inc.  
652848/23/Restoration Services of Medford v. Young  
650441/23/Sanchez Ramirez v. Darya Landromat Corp. Et Al  
154308/24/Thomas v. Fifth-944 Corp. Et Al  
653333/23/Trgo v. Delightful Tours Inc Et Al  
655646/25/Win Prop. Mgt. LLC v. Final Frame LLC  
157440/25/Ziarek v. Moinkin LLC D/b/a The Moinkin Group Et Al

**Motion**  
805240/19/Allahkverdiyeva v. Tomasula  
805461/16/Betman v. Mount Sinai Hosp. Groups  
805285/24/Cheeks v. The Riverside Premier Rehabilitation & Healing Center Et Al  
805354/17/De La Rosa v. The NY And Presbyterian Hosp. Et Al  
805226/21/Domond v. Jewish Home Lifecare Manhattan  
805113/19/ E. S. F. A Minor By Her v. Winthrop Univ. Hosp.  
805195/18/Gruenspecht v. Upper East Side Pain  
805163/20/Landman v. Omni Medical of NY  
805260/23/O'Toole v. Gorenstein Md

**WEDNESDAY, JAN. 7**  
805092/25/Chopitea v. Cammissa Md  
805051/24/Harrington v. Hosp. For Special Surgery Et Al

**Part 9**  
**Justice Linda M. Capitti**  
60 Centre Street  
Phone 646-386-3848  
Room 355

**MONDAY, JAN. 5**  
365448/21/Pariante v. Pariante

**TUESDAY, JAN. 6**  
301133/23/Dashkevich v. Dashkevich  
365341/20/Hansen-Porter v. Porter  
320981/23/Liu v. Aneke  
365090/25/Tilly v. Wang

**WEDNESDAY, JAN. 7**  
365530/23/Colucci v. Colucci  
320024/24/Lackwood v. Lackwood  
365348/25/Langer v. Lipsitz  
321000/23/Segalla v. Desimone  
311276/13/Zdyb v. Zdyb

**Motion**  
320024/24/Lackwood v. Lackwood  
311276/13/Zdyb v. Zdyb

**Part 11**  
**Justice Lyle E. Frank**  
60 Centre Street  
Phone 646-386-3314  
Room 412

**MONDAY, JAN. 5**  
159863/25410 West LLC v. Chen  
153085/25/701 Elton Residence LLC v. NY Dept. of Housing Preservation & Dev.  
657175/20/Allen House LLC v. 3694 Lower East Side Pizza  
161347/25/American Express Nat. Bank v. Thurman  
152626/23/Aps Electric Inc. v. Bahar Emine Kural  
652935/25/Ash II LLC v. Gramercy Park House LLC  
650614/20/Baharestani v. Baharestani  
161359/24/Capital One v. Rajeh  
165911/25/Cosentino v. Advisorhub LLC  
652478/24/Cowles v. Wenig  
659264/24/Foley Hoag Lp v. M Investment Capital  
157675/24/Fora Financial Warehouse LLC v. Skf Trading, Inc. Et Al  
655675/25/Goetz Fitzpatrick Llp v. Eastern Electric Corp. of NY  
650803/23/Gogam v. Admiral Indemnity Co.  
150662/25/Hertz Vehicles v. Marsh  
161846/25/Infinity Auto Ins. Co. v. Bobokhodzaev  
65412/25/Manhattan Dwelling Corp. v. 200 West 58th St. LLC A/a/a Lighthouse Properties LLC  
165725/25/Mapplebear Inc. v. NYC Dept. of Consumer And Worker Protection  
161665/25/Mbarok Global v. Perkins  
153122/25/Montgomery Garden Partners LLC v. NYC Dept. of Housing Preservation & Dev.  
156559/25/Nationstar Mortgage LLC v. Renaissance Homes LLC Et Al  
154714/25/Sherry House Associates Et Al v. Kandel  
159247/24/Supreme Co. I LLC v. NYS Div. of Housing And Community Renewal Et Al  
650436/24/Tbj Atrium Hospitality Inc. v. 805 Third NY LLC  
659700/25/Union Bank v. Ramiro Township Obj

**Motion**  
153085/25/701 Elton Residence LLC v. NY Dept. of Housing Preservation & Dev.  
657175/20/Allen House LLC v. 3694 Lower East Side Pizza  
161347/25/American Express Nat. Bank v. Thurman  
152626/23/Aps Electric Inc. v. Bahar Emine Kural  
652935/25/Ash II LLC v. Gramercy Park House LLC  
650614/20/Baharestani v. Baharestani  
161359/24/Capital One v. Rajeh  
165911/25/Cosentino v. Advisorhub LLC  
652478/24/Cowles v. Wenig  
659264/24/Foley Hoag Lp v. M Investment Capital  
157675/24/Fora Financial Warehouse LLC v. Skf Trading, Inc. Et Al  
655675/25/Goetz Fitzpatrick Llp v. Eastern Electric Corp. of NY  
650803/23/Gogam v. Admiral Indemnity Co.  
150662/25/Hertz Vehicles v. Marsh  
161846/25/Infinity Auto Ins. Co. v. Bobokhodzaev  
65412/25/Manhattan Dwelling Corp. v. 200 West 58th St. LLC A/a/a Lighthouse Properties LLC  
165725/25/Mapplebear Inc. v. NYC Dept. of Consumer And Worker Protection  
161665/25/Mbarok Global v. Perkins  
153122/25/Montgomery Garden Partners LLC v. NYC Dept. of Housing Preservation & Dev.  
156559/25/Nationstar Mortgage LLC v. Renaissance Homes LLC Et Al  
154714/25/Sherry House Associates Et Al v. Kandel  
159247/24/Supreme Co. I LLC v. NYS Div. of Housing And Community Renewal Et Al  
650436/24/Tbj Atrium Hospitality Inc. v. 805 Third NY LLC  
659700/25/Union Bank v. Ramiro Township Obj

**MONDAY, JAN. 5**  
656247/19/Biltwell General Contractor Corp. v. NYC  
158413/18/Flores v. 117 West 21st St.  
151157/24/Galeas v. Thayer 35 LLC Et Al

**TUESDAY, JAN. 6**  
650332/25/1200 Aoa Realty v. 1200 Aoa Realty Associates  
650332/25/1200 Aoa Rly. v. 1200 Aoa Rly. Associates  
156740/19/Ajcp Prop. Casualty v. Estate of Mary Aloys  
151201/21/De Novais Santos v. 509 W 34  
161688/19/Estate of Lara Nadia Anin v. One Union Square East  
157435/23/Medina Febres v. Leeding Builders Group LLC Et Al  
154334/23/Newman L. 77 E. 12th Owners Inc. Et Al  
158948/19/Robin Gorman v. Myron Leo 505C  
154524/24/State of NY v. Santiago  
159227/21/Suconota v. 215 Majestic LLC Et Al  
161135/24/Thomas v. The Rockefeller Univ.

**WEDNESDAY, JAN. 7**  
651290/24/Admiral Indemnity Co. A/s/o M At Beekman Condominium And The Board of Mgrs. of M At Beekman Condominium v. Matison Plumbing & Heating Co. Inc. Et Al  
157334/21/Amal v. Fairview Apts.  
153520/21/Arnau v. Turner Const. Co. Et Al  
160749/21/Barna v. Popcorn  
152692/24/Becker v. Century NY Mgt. Et Al  
157004/23/Bermeo Ibarra v. Cm And Associates Const. Mgt. Ltd. Liability Co. Et Al  
656247/19/Biltwell General Contractor Corp. v. NYC  
161077/24/Brea v. NYC  
159792/24/C.E. v. NYC Et Al  
154148/23/CAPEZA v. Popcorn  
160830/20/Chubb Nat. Ins. Co. A/s/o Mark F. Lapidus v. Petro Home Services Et Al  
155472/20/De Cespedes v. Weil  
154966/22/Digiorio v. NYC Et Al  
654962/24/Dynamic Enjoy Corp. Et Al v. Piccolo By Gambirinus  
159757/23/Eastman v. Your Vet 1  
650853/25/Genius Sports Media Inc. v. Wondermind Global Inc.  
154580/23/Hamadoun v. E 135 And 3rd Ave Owner LLC  
155802/23/Hayman v. Unitarian Church of All Souls Et Al  
154888/23/Heenan v. Brookfield Properties Developer LLC Et Al  
159040/23/Johnson v. Moalem Inc. Et Al  
159889/21/Kuhl v. Triborough Bridge And Tunnel Auth. Et Al  
655851/24/Leon v. Cheung  
160219/24/Magna Publishing, Inc. v. D'Souza  
158358/24/Mak Acquisitions LLC v. Miller  
160318/21/Medina Tejada v. Cauldwell-Wingate Co.  
154682/23/Morales v. Hp Willoughby Housing Corp. Et Al  
152752/25/New v. Columbia Univ. Et Al  
154237/24/Ortiz v. NYCHA Et Al  
159239/23/Paredes Vallejos v. Leeding Builders Group LLC Et Al  
159960/23/Rangel Suarez v. NY Univ.  
151948/23/Reynoso v. Mhp Land Associates  
153661/21/Rodriguez v. 1562/1564 Second Rly. LLC Et Al  
158138/24/Rodriguez v. Thor 215 West 116th St. LLC Et Al  
154381/21/Rodriguez v. The NYCHA  
153076/24/Ross v. 139 East 56th St. Landlord LLC. Et Al  
158531/20/Shehak LLC v. Xenopoulos

**Motion**  
656247/19/Biltwell General Contractor Corp. v. NYC  
158413/18/Flores v. 117 West 21st St.  
151157/24/Galeas v. Thayer 35 LLC Et Al

**MONDAY, JAN. 5**  
656247/19/Biltwell General Contractor Corp. v. NYC  
158413/18/Flores v. 117 West 21st St.  
151157/24/Galeas v. Thayer 35 LLC Et Al

**TUESDAY, JAN. 6**  
650332/25/1200 Aoa Realty v. 1200 Aoa Realty Associates  
650332/25/1200 Aoa Rly. v. 1200 Aoa Rly. Associates  
156740/19/Ajcp Prop. Casualty v. Estate of Mary Aloys  
151201/21/De Novais Santos v. 509 W 34  
161688/19/Estate of Lara Nadia Anin v. One Union Square East  
157435/23/Medina Febres v. Leeding Builders Group LLC Et Al  
154334/23/Newman L. 77 E. 12th Owners Inc. Et Al  
158948/19/Robin Gorman v. Myron Leo 505C  
154524/24/State of NY v. Santiago  
159227/21/Suconota v. 215 Majestic LLC Et Al  
161135/24/Thomas v. The Rockefeller Univ.

**WEDNESDAY, JAN. 7**  
651290/24/Admiral Indemnity Co. A/s/o M At Beekman Condominium And The Board of Mgrs. of M At Beekman Condominium v. Matison Plumbing & Heating Co. Inc. Et Al  
157334/21/Amal v. Fairview Apts.  
153520/21/Arnau v. Turner Const. Co. Et Al  
160749/21/Barna v. Popcorn  
152692/24/Becker v. Century NY Mgt. Et Al  
157004/23/Bermeo Ibarra v. Cm And Associates Const. Mgt. Ltd. Liability Co. Et Al  
656247/19/Biltwell General Contractor Corp. v. NYC  
161077/24/Brea v. NYC  
159792/24/C.E. v. NYC Et Al  
154148/23/CAPEZA v. Popcorn  
160830/20/Chubb Nat. Ins. Co. A/s/o Mark F. Lapidus v. Petro Home Services Et Al  
155472/20/De Cespedes v. Weil  
154966/22/Digiorio v. NYC Et Al  
654962/24/Dynamic Enjoy Corp. Et Al v. Piccolo By Gambirinus  
159757/23/Eastman v. Your Vet 1  
650853/25/Genius Sports Media Inc. v. Wondermind Global Inc.  
154580/23/Hamadoun v. E 135 And 3rd Ave Owner LLC  
155802/23/Hayman v. Unitarian Church of All Souls Et Al  
154888/23/Heenan v. Brookfield Properties Developer LLC Et Al  
159040/23/Johnson v. Moalem Inc. Et Al  
159889/21/Kuhl v. Triborough Bridge And Tunnel Auth. Et Al  
655851/24/Leon v. Cheung  
160219/24/Magna Publishing, Inc. v. D'Souza  
158358/24/Mak Acquisitions LLC v. Miller  
160318/21/Medina Tejada v. Cauldwell-Wingate Co.  
154682/23/Morales v. Hp Willoughby Housing Corp. Et Al  
152752/25/New v. Columbia Univ. Et Al  
154237/24/Ortiz v. NYCHA Et Al  
159239/23/Paredes Vallejos v. Leeding Builders Group LLC Et Al  
159960/23/Rangel Suarez v. NY Univ.  
151948/23/Reynoso v. Mhp Land Associates  
153661/21/Rodriguez v. 1562/1564 Second Rly. LLC Et Al  
158138/24/Rodriguez v. Thor 215 West 116th St. LLC Et Al  
154381/21/Rodriguez v. The NYCHA  
153076/24/Ross v. 139 East 56th St. Landlord LLC. Et Al  
158531/20/Shehak LLC v. Xenopoulos

**MONDAY, JAN. 5**  
656247/19/Biltwell General Contractor Corp. v. NYC  
158413/18/Flores v. 117 West 21st St.  
151157/24/Galeas v. Thayer 35 LLC Et Al

**TUESDAY, JAN. 6**  
650332/25/1200 Aoa Realty v. 1200 Aoa Realty Associates  
650332/25/1200 Aoa Rly. v. 1200 Aoa Rly. Associates  
156740/19/Ajcp Prop. Casualty v. Estate of Mary Aloys  
151201/21/De Novais Santos v. 509 W 34  
161688/19/Estate of Lara Nadia Anin v. One Union Square East  
157435/23/Medina Febres v. Leeding Builders Group LLC Et Al  
154334/23/Newman L. 77 E. 12th Owners Inc. Et Al  
158948/19/Robin Gorman v. Myron Leo 505C  
154524/24/State of NY v. Santiago  
159227/21/Suconota v. 215 Majestic LLC Et Al  
161135/24/Thomas v. The Rockefeller Univ.

**WEDNESDAY, JAN. 7**  
651290/24/Admiral Indemnity Co. A/s/o M At Beekman Condominium And The Board of Mgrs. of M At Beekman Condominium v. Matison Plumbing & Heating Co. Inc. Et Al  
157334/21/Amal v. Fairview Apts.  
153520/21/Arnau v. Turner Const. Co. Et Al  
160749/21/Barna v. Popcorn  
152692/24/Becker v. Century NY Mgt. Et Al  
157004/23/Bermeo Ibarra v. Cm And Associates Const. Mgt. Ltd. Liability Co. Et Al  
656247/19/Biltwell General Contractor Corp. v. NYC  
161077/24/Brea v. NYC  
159792/24/C.E. v. NYC Et Al  
154148/23/CAPEZA v. Popcorn  
160830/20/Chubb Nat. Ins. Co. A/s/o Mark F. Lapidus v. Petro Home Services Et Al  
155472/20/De Cespedes v. Weil  
154966/22/Digiorio v. NYC Et Al  
654962/24/Dynamic Enjoy Corp. Et Al v. Piccolo By Gambirinus  
159757/23/Eastman v. Your Vet 1  
650853/25/Genius Sports Media Inc. v. Wondermind Global Inc.  
154580/23/Hamadoun v. E 135 And 3rd Ave Owner LLC  
155802



**Part 29**  
**Justice Leticia M. Ramirez**  
 71 Thomas Street  
 Phone 646-386-3016  
 Room 311

**MONDAY, JAN. 5**  
 1595562/24 Dong v. Kabaya LLC  
 D/VA Kebya  
 151977/25 Hertz Vehicles, LLC,  
 And All of Its Affiliates And  
 Subsidiaries, Including But Not  
 Ltd. To The Hertz Corp., And  
 Hertz Co. v. A And R Medical  
 Supply Corp Et Al  
 162352/19 Soils Sorolozan v.  
 Hudson Meridian Const. Group  
 LLC Et Al  
 159551/25 Traverso v. The Gateway  
 School of NY

**TUESDAY, JAN. 6**  
 151255/21 Collado v. Zhao  
 159052/23 S.B. v. NYCHA  
 100861/25 Sterling v. NYC  
 100862/25 Sterling v. NYC

**WEDNESDAY, JAN. 7**  
 151078/25 Diaz v. Basis  
 Independent Schools  
 162211/23 Westchester Surplus  
 Lines Ins. Co. A/s/o Isj Mgt. Corp.  
 v. El Valle F & G Restaurant Corp.  
 Et Al

**Part 36**  
**Justice Verma L. Saunders**  
 71 Thomas Street  
 Phone 646-386-3733  
 Room 205

**MONDAY, JAN. 5**  
 152786/25 Dekok v. Alexander  
 165734/25 Morris Park Community  
 Assoc. Et Al v. NYC Et Al  
 165381/25 Smith v. NYC Dept. of  
 Education Et Al

**TUESDAY, JAN. 6**  
 451942/13 Walton v. Ecumenical  
 Community

**WEDNESDAY, JAN. 7**  
 164343/25142 East 71 Owners, Inc.  
 v. Invention Partners LLC  
 152574/25 Acheampong v. Roman  
 Catholic Archdiocese of NY Et Al  
 152995/25 Beux Arts H LLC v. East  
 44th St.  
 101239/25 Estwick v. NYC Human  
 Resources Admin. (hra) Et Al  
 101243/25 Fields v. NYCHA Leased  
 Housing Dept. Section 8  
 101409/25 Hassan v. N.Y.C. Dept. of  
 Health And Mental Hygiene  
 101091/25 In The Matter of The  
 Application of Fennell v. Alvin  
 Bragg - Dist. Attorney  
 150943/25 In The Matter of The  
 Application of Hf Promenade  
 Housing Dev. Fund Co. Inc.  
 v. NYS Div. of Housing And  
 Community Renewal  
 164679/25 Papas Rkf LLC v. Cfwz  
 Rty. LLC  
 163791/25X Corp. v. NY County

**Part 46**  
**Justice Richard Latin**  
 71 Thomas Street  
 Phone 646-386-3279  
 Room 210

**MONDAY, JAN. 5**  
 152555/23 Amaya Grefa v. 400 West  
 219 LLC Et Al—10 A.M.  
 153212/22 Andrade Bravo v. Related  
 Mgt. Co.—9:30 A.M.  
 150020/23 Arostegui v. Nova Const.  
 Services LLC Et Al—11 A.M.  
 159379/22 Castaneda v. Dave And  
 Busters—10:30 A.M.  
 160670/22 Cedillo Nieto v. Nhpf-  
 Sunset Gardens Housing Dev.  
 Fund Corp.—11 A.M.  
 156958/22 Diabate v. Bufny II  
 Associates—9:30 A.M.  
 150218/21 Edwards v. Lisa Dawn  
 Apts. Inc. Et Al  
 159422/22 Escartin v. 2314 1st Ave.  
 Corp. Et Al—10 A.M.  
 150925/23 Figuera Aguilera v. 17  
 West 60th St. Owner LLC Et Al—  
 10 A.M.  
 160498/23 Foreman v. Structure  
 Tone—11 A.M.  
 152895/23 Foster v. Rochdale Meat  
 & Produce LLC Et Al—10 A.M.  
 150164/22 Friedman v. Shanks  
 160443/22 Gelacio-Mendez v.  
 Preserv Bldg. Restoration Mgt.  
 Inc. Et Al—10 A.M.  
 157744/23 Gwardyak v. Colonial  
 Village Associates—10 A.M.  
 158214/23 Hazan v. Ivan Weinger  
 Associates—9:30 A.M.  
 158607/23 Hernandez Rodriguez v.  
 Elk West 38th LLC Et Al—10:30 A.M.  
 155405/22 Katzman v. Dewitt  
 Rehabilitation And Nursing  
 Center, Inc.  
 158172/22 Kornblau v. Privilege  
 Underwriters Reciprocal Exch. Et Al  
 —11 A.M.  
 151053/23 Lowe v. Esplanade  
 Gardens  
 157851/22 Luis Ramirez Mantuano  
 v. Melito Const. Corp Et Al—10  
 A.M.  
 160143/22 Maybury v. Fantasia  
 Industries Corp. Et Al—11 A.M.  
 151883/23 Metzger v. Cauldwell-  
 Wingate Co. LLC Et Al  
 154354/22 Mitchiner v. Synthesis  
 Inc.—11:30 A.M.  
 159065/23 Orellana-Baculum v.  
 Hudson Meridian Const. Group  
 LLC Et Al—10:30 A.M.  
 156630/20 Pallone v. Tully Const.  
 Co., Inc. Et Al—10 A.M.  
 152153/23 Ruggeri v. Arm Const.  
 Mgt. LLC Et Al—10 A.M.  
 150861/23 Tapia v. Vornado Rty. LP  
 Et Al—10 A.M.  
 159844/22 Walker Esq. v. The  
 Guardianship Project Et Al—10  
 A.M.

**Part 55**  
**Justice James D'Auguste**  
 71 Thomas Street  
 Phone 646-386-3289  
 Room 103

**MONDAY, JAN. 5**  
 156421/25 Cedeno Reyes v. Bsf  
 West 175th St. Hldg. LLC Et Al  
 655971/25 Citizens Bank v.  
 Chemtob  
 100662/25 Finnegan v. 220-222 East  
 84th St. Rty. Assoc. LLC  
 163107/25 Jagdhar v. Yadgarov  
 164009/25 Skenderi v. Full Compass  
 Systems  
 109240/11 The City And State v.  
 Karl Fischer Architecture Pllc  
 164891/25 Urquhart v. The Motor  
 Vehicle Accident Indemnification  
 Corp.

**Part 58**  
**Justice David B. Cohen**  
 71 Thomas Street  
 Phone 646-636-3347  
 Room 305

**MONDAY, JAN. 5**  
 100273/24 Antrobus v. New York  
 City Health And Hospitals  
 Corporation  
 154827/21 Gibson v. Castillo  
 152757/25 Govt. Employees Ins. Co.  
 v. 274 Brighton Beach Drugs Inc.  
 D/VA Pharmacy Express Et Al  
 161041/24 Guttenplan v. 160675  
 LLC Et Al  
 160957/25 Hertz Vehicles, LLC,  
 And All of Its Affiliates And  
 Subsidiaries, Including But Not  
 Ltd. To The Hertz Corp., And  
 Hertz Co. v. A And R Medical  
 Supply Corp Et Al  
 164891/25 Urquhart v. The Motor  
 Vehicle Accident Indemnification  
 Corp.  
 155640/25 Jacobs v. Masar  
 Properties LLC Et Al  
 151693/21 Lantigua v. San Miguel  
 Express  
 163568/25 Lanzaro v. Simon Prop.  
 Group, Inc. Et Al  
 153476/22 Segura Esquivel v. 85  
 Jane Rty. LLC Et Al  
 101414/25 Semeyno v. N.Y.C. Dept.  
 of Health And Mental Hygiene  
 165509/25 The Samuel Law Firm v.  
 NYC Police Dept.  
 161763/25 Vasquez v. Fort  
 Washington Estates

**Part 58**  
**Justice David B. Cohen**  
 71 Thomas Street  
 Phone 646-636-3347  
 Room 305

**MONDAY, JAN. 5**  
 100273/24 Antrobus v. New York  
 City Health And Hospitals  
 Corporation  
 154827/21 Gibson v. Castillo  
 152757/25 Govt. Employees Ins. Co.  
 v. 274 Brighton Beach Drugs Inc.  
 D/VA Pharmacy Express Et Al  
 161041/24 Guttenplan v. 160675  
 LLC Et Al  
 160957/25 Hertz Vehicles, LLC,  
 And All of Its Affiliates And  
 Subsidiaries, Including But Not  
 Ltd. To The Hertz Corp., And  
 Hertz Co. v. A And R Medical  
 Supply Corp Et Al  
 164891/25 Urquhart v. The Motor  
 Vehicle Accident Indemnification  
 Corp.  
 155640/25 Jacobs v. Masar  
 Properties LLC Et Al  
 151693/21 Lantigua v. San Miguel  
 Express  
 163568/25 Lanzaro v. Simon Prop.  
 Group, Inc. Et Al  
 153476/22 Segura Esquivel v. 85  
 Jane Rty. LLC Et Al  
 101414/25 Semeyno v. N.Y.C. Dept.  
 of Health And Mental Hygiene  
 165509/25 The Samuel Law Firm v.  
 NYC Police Dept.  
 161763/25 Vasquez v. Fort  
 Washington Estates

**Part 58**  
**Justice David B. Cohen**  
 71 Thomas Street  
 Phone 646-636-3347  
 Room 305

**MONDAY, JAN. 5**  
 100273/24 Antrobus v. New York  
 City Health And Hospitals  
 Corporation  
 154827/21 Gibson v. Castillo  
 152757/25 Govt. Employees Ins. Co.  
 v. 274 Brighton Beach Drugs Inc.  
 D/VA Pharmacy Express Et Al  
 161041/24 Guttenplan v. 160675  
 LLC Et Al  
 160957/25 Hertz Vehicles, LLC,  
 And All of Its Affiliates And  
 Subsidiaries, Including But Not  
 Ltd. To The Hertz Corp., And  
 Hertz Co. v. A And R Medical  
 Supply Corp Et Al  
 164891/25 Urquhart v. The Motor  
 Vehicle Accident Indemnification  
 Corp.  
 155640/25 Jacobs v. Masar  
 Properties LLC Et Al  
 151693/21 Lantigua v. San Miguel  
 Express  
 163568/25 Lanzaro v. Simon Prop.  
 Group, Inc. Et Al  
 153476/22 Segura Esquivel v. 85  
 Jane Rty. LLC Et Al  
 101414/25 Semeyno v. N.Y.C. Dept.  
 of Health And Mental Hygiene  
 165509/25 The Samuel Law Firm v.  
 NYC Police Dept.  
 161763/25 Vasquez v. Fort  
 Washington Estates

**Part 58**  
**Justice David B. Cohen**  
 71 Thomas Street  
 Phone 646-636-3347  
 Room 305

**MONDAY, JAN. 5**  
 100273/24 Antrobus v. New York  
 City Health And Hospitals  
 Corporation  
 154827/21 Gibson v. Castillo  
 152757/25 Govt. Employees Ins. Co.  
 v. 274 Brighton Beach Drugs Inc.  
 D/VA Pharmacy Express Et Al  
 161041/24 Guttenplan v. 160675  
 LLC Et Al  
 160957/25 Hertz Vehicles, LLC,  
 And All of Its Affiliates And  
 Subsidiaries, Including But Not  
 Ltd. To The Hertz Corp., And  
 Hertz Co. v. A And R Medical  
 Supply Corp Et Al  
 164891/25 Urquhart v. The Motor  
 Vehicle Accident Indemnification  
 Corp.  
 155640/25 Jacobs v. Masar  
 Properties LLC Et Al  
 151693/21 Lantigua v. San Miguel  
 Express  
 163568/25 Lanzaro v. Simon Prop.  
 Group, Inc. Et Al  
 153476/22 Segura Esquivel v. 85  
 Jane Rty. LLC Et Al  
 101414/25 Semeyno v. N.Y.C. Dept.  
 of Health And Mental Hygiene  
 165509/25 The Samuel Law Firm v.  
 NYC Police Dept.  
 161763/25 Vasquez v. Fort  
 Washington Estates

**Part 55**  
**Justice James D'Auguste**  
 71 Thomas Street  
 Phone 646-386-3289  
 Room 103

**MONDAY, JAN. 5**  
 156421/25 Cedeno Reyes v. Bsf  
 West 175th St. Hldg. LLC Et Al  
 655971/25 Citizens Bank v.  
 Chemtob  
 100662/25 Finnegan v. 220-222 East  
 84th St. Rty. Assoc. LLC  
 163107/25 Jagdhar v. Yadgarov  
 164009/25 Skenderi v. Full Compass  
 Systems  
 109240/11 The City And State v.  
 Karl Fischer Architecture Pllc  
 164891/25 Urquhart v. The Motor  
 Vehicle Accident Indemnification  
 Corp.

**Part 58**  
**Justice David B. Cohen**  
 71 Thomas Street  
 Phone 646-636-3347  
 Room 305

**MONDAY, JAN. 5**  
 100273/24 Antrobus v. New York  
 City Health And Hospitals  
 Corporation  
 154827/21 Gibson v. Castillo  
 152757/25 Govt. Employees Ins. Co.  
 v. 274 Brighton Beach Drugs Inc.  
 D/VA Pharmacy Express Et Al  
 161041/24 Guttenplan v. 160675  
 LLC Et Al  
 160957/25 Hertz Vehicles, LLC,  
 And All of Its Affiliates And  
 Subsidiaries, Including But Not  
 Ltd. To The Hertz Corp., And  
 Hertz Co. v. A And R Medical  
 Supply Corp Et Al  
 164891/25 Urquhart v. The Motor  
 Vehicle Accident Indemnification  
 Corp.  
 155640/25 Jacobs v. Masar  
 Properties LLC Et Al  
 151693/21 Lantigua v. San Miguel  
 Express  
 163568/25 Lanzaro v. Simon Prop.  
 Group, Inc. Et Al  
 153476/22 Segura Esquivel v. 85  
 Jane Rty. LLC Et Al  
 101414/25 Semeyno v. N.Y.C. Dept.  
 of Health And Mental Hygiene  
 165509/25 The Samuel Law Firm v.  
 NYC Police Dept.  
 161763/25 Vasquez v. Fort  
 Washington Estates

**Part 58**  
**Justice David B. Cohen**  
 71 Thomas Street  
 Phone 646-636-3347  
 Room 305

**MONDAY, JAN. 5**  
 100273/24 Antrobus v. New York  
 City Health And Hospitals  
 Corporation  
 154827/21 Gibson v. Castillo  
 152757/25 Govt. Employees Ins. Co.  
 v. 274 Brighton Beach Drugs Inc.  
 D/VA Pharmacy Express Et Al  
 161041/24 Guttenplan v. 160675  
 LLC Et Al  
 160957/25 Hertz Vehicles, LLC,  
 And All of Its Affiliates And  
 Subsidiaries, Including But Not  
 Ltd. To The Hertz Corp., And  
 Hertz Co. v. A And R Medical  
 Supply Corp Et Al  
 164891/25 Urquhart v. The Motor  
 Vehicle Accident Indemnification  
 Corp.  
 155640/25 Jacobs v. Masar  
 Properties LLC Et Al  
 151693/21 Lantigua v. San Miguel  
 Express  
 163568/25 Lanzaro v. Simon Prop.  
 Group, Inc. Et Al  
 153476/22 Segura Esquivel v. 85  
 Jane Rty. LLC Et Al  
 101414/25 Semeyno v. N.Y.C. Dept.  
 of Health And Mental Hygiene  
 165509/25 The Samuel Law Firm v.  
 NYC Police Dept.  
 161763/25 Vasquez v. Fort  
 Washington Estates

**Part 58**  
**Justice David B. Cohen**  
 71 Thomas Street  
 Phone 646-636-3347  
 Room 305

**MONDAY, JAN. 5**  
 100273/24 Antrobus v. New York  
 City Health And Hospitals  
 Corporation  
 154827/21 Gibson v. Castillo  
 152757/25 Govt. Employees Ins. Co.  
 v. 274 Brighton Beach Drugs Inc.  
 D/VA Pharmacy Express Et Al  
 161041/24 Guttenplan v. 160675  
 LLC Et Al  
 160957/25 Hertz Vehicles, LLC,  
 And All of Its Affiliates And  
 Subsidiaries, Including But Not  
 Ltd. To The Hertz Corp., And  
 Hertz Co. v. A And R Medical  
 Supply Corp Et Al  
 164891/25 Urquhart v. The Motor  
 Vehicle Accident Indemnification  
 Corp.  
 155640/25 Jacobs v. Masar  
 Properties LLC Et Al  
 151693/21 Lantigua v. San Miguel  
 Express  
 163568/25 Lanzaro v. Simon Prop.  
 Group, Inc. Et Al  
 153476/22 Segura Esquivel v. 85  
 Jane Rty. LLC Et Al  
 101414/25 Semeyno v. N.Y.C. Dept.  
 of Health And Mental Hygiene  
 165509/25 The Samuel Law Firm v.  
 NYC Police Dept.  
 161763/25 Vasquez v. Fort  
 Washington Estates

**Part 58**  
**Justice David B. Cohen**  
 71 Thomas Street  
 Phone 646-636-3347  
 Room 305

**MONDAY, JAN. 5**  
 100273/24 Antrobus v. New York  
 City Health And Hospitals  
 Corporation  
 154827/21 Gibson v. Castillo  
 152757/25 Govt. Employees Ins. Co.  
 v. 274 Brighton Beach Drugs Inc.  
 D/VA Pharmacy Express Et Al  
 161041/24 Guttenplan v. 160675  
 LLC Et Al  
 160957/25 Hertz Vehicles, LLC,  
 And All of Its Affiliates And  
 Subsidiaries, Including But Not  
 Ltd. To The Hertz Corp., And  
 Hertz Co. v. A And R Medical  
 Supply Corp Et Al  
 164891/25 Urquhart v. The Motor  
 Vehicle Accident Indemnification  
 Corp.  
 155640/25 Jacobs v. Masar  
 Properties LLC Et Al  
 151693/21 Lantigua v. San Miguel  
 Express  
 163568/25 Lanzaro v. Simon Prop.  
 Group, Inc. Et Al  
 153476/22 Segura Esquivel v. 85  
 Jane Rty. LLC Et Al  
 101414/25 Semeyno v. N.Y.C. Dept.  
 of Health And Mental Hygiene  
 165509/25 The Samuel Law Firm v.  
 NYC Police Dept.  
 161763/25 Vasquez v. Fort  
 Washington Estates

**Part 58**  
**Justice David B. Cohen**  
 71 Thomas Street  
 Phone 646-636-3347  
 Room 305

**MONDAY, JAN. 5**  
 100273/24 Antrobus v. New York  
 City Health And Hospitals  
 Corporation  
 154827/21 Gibson v. Castillo  
 152757/25 Govt. Employees Ins. Co.  
 v. 274 Brighton Beach Drugs Inc.  
 D/VA Pharmacy Express Et Al  
 161041/24 Guttenplan v. 160675  
 LLC Et Al  
 160957/25 Hertz Vehicles, LLC,  
 And All of Its Affiliates And  
 Subsidiaries, Including But Not  
 Ltd. To The Hertz Corp., And  
 Hertz Co. v. A And R Medical  
 Supply Corp Et Al  
 164891/25 Urquhart v. The Motor  
 Vehicle Accident Indemnification  
 Corp.  
 155640/25 Jacobs v. Masar  
 Properties LLC Et Al  
 151693/21 Lantigua v. San Miguel  
 Express  
 163568/25 Lanzaro v. Simon Prop.  
 Group, Inc. Et Al  
 153476/22 Segura Esquivel v. 85  
 Jane Rty. LLC Et Al  
 101414/25 Semeyno v. N.Y.C. Dept.  
 of Health And Mental Hygiene  
 165509/25 The Samuel Law Firm v.  
 NYC Police Dept.  
 161763/25 Vasquez v. Fort  
 Washington Estates

**Part 58**  
**Justice David B. Cohen**  
 71 Thomas Street  
 Phone 646-636-3347  
 Room 305

**MONDAY, JAN. 5**  
 100273/24 Antrobus v. New York  
 City Health And Hospitals  
 Corporation  
 154827/21 Gibson v. Castillo  
 152757/25 Govt. Employees Ins. Co.  
 v. 274 Brighton Beach Drugs Inc.  
 D/VA Pharmacy Express Et Al  
 161041/24 Guttenplan v. 160675  
 LLC Et Al  
 160957/25 Hertz Vehicles, LLC,  
 And All of Its Affiliates And  
 Subsidiaries, Including But Not  
 Ltd. To The Hertz Corp., And  
 Hertz Co. v. A And R Medical  
 Supply Corp Et Al  
 164891/25 Urquhart v. The Motor  
 Vehicle Accident Indemnification  
 Corp.  
 155640/25 Jacobs v. Masar  
 Properties LLC Et Al  
 151693/21 Lantigua v. San Miguel  
 Express  
 163568/25 Lanzaro v. Simon Prop.  
 Group, Inc. Et Al  
 153476/22 Segura Esquivel v. 85  
 Jane Rty. LLC Et Al  
 101414/25 Semeyno v. N.Y.C. Dept.  
 of Health And Mental Hygiene  
 165509/25 The Samuel Law Firm v.  
 NYC Police Dept.  
 161763/25 Vasquez v. Fort  
 Washington Estates

**Part 58**  
**Justice David B. Cohen**  
 71 Thomas Street  
 Phone 646-636-3347  
 Room 305

**MONDAY, JAN. 5**  
 100273/24 Antrobus v. New York  
 City Health And Hospitals  
 Corporation  
 154827/21 Gibson v. Castillo  
 152757/25 Govt. Employees Ins. Co.  
 v. 274 Brighton Beach Drugs Inc.  
 D/VA Pharmacy Express Et Al  
 161041/24 Guttenplan v. 160675  
 LLC Et Al  
 160957/25 Hertz Vehicles, LLC,  
 And All of Its Affiliates And  
 Subsidiaries, Including But Not  
 Ltd. To The Hertz Corp., And  
 Hertz Co. v. A And R Medical  
 Supply Corp Et Al  
 164891/25 Urquhart v. The Motor  
 Vehicle Accident Indemnification  
 Corp.  
 155640/25 Jacobs v. Masar  
 Properties LLC Et Al  
 151693/21 Lantigua v. San Miguel  
 Express  
 163568/25 Lanzaro v. Simon Prop.  
 Group, Inc. Et Al  
 153476/22 Segura Esquivel v. 85  
 Jane Rty. LLC Et Al  
 101414/25 Semeyno v. N.Y.C. Dept.  
 of Health And Mental Hygiene  
 165509/25 The Samuel Law Firm v.  
 NYC Police Dept.  
 161763/25 Vasquez v. Fort  
 Washington Estates

**Part 58**  
**Justice David B. Cohen**  
 71 Thomas Street  
 Phone 646-636-3347  
 Room 305

**MONDAY, JAN. 5**  
 100273/24 Antrobus v. New York  
 City Health And Hospitals  
 Corporation  
 154827/21 Gibson v. Castillo  
 152757/25 Govt. Employees Ins. Co.  
 v. 274 Brighton Beach Drugs Inc.  
 D/VA Pharmacy Express Et Al  
 161041/24 Guttenplan v. 160675  
 LLC Et Al  
 160957/25 Hertz Vehicles, LLC,  
 And All of Its Affiliates And  
 Subsidiaries, Including But Not  
 Ltd. To The Hertz Corp., And  
 Hertz Co. v. A And R Medical  
 Supply Corp Et Al  
 164891/25 Urquhart v. The Motor  
 Vehicle Accident Indemnification  
 Corp.  
 155640/25 Jacobs v. Masar  
 Properties LLC Et Al  
 151693/21 Lantigua v. San Miguel  
 Express  
 163568/25 Lanzaro v. Simon Prop.  
 Group, Inc. Et Al  
 153476/22 Segura Esquivel v. 85  
 Jane Rty. LLC Et Al  
 101414/25 Semeyno v. N.Y.C. Dept.  
 of Health And Mental Hygiene  
 165509/25 The Samuel Law Firm v.  
 NYC Police Dept.  
 161763/25 Vasquez v. Fort  
 Washington Estates

**Part 55**  
**Justice James D'Auguste**  
 71 Thomas Street  
 Phone 646-386-3289  
 Room 103

**MONDAY, JAN. 5**  
 156421/25 Cedeno Reyes v. Bsf  
 West 175th St. Hldg. LLC Et Al  
 655971/25 Citizens Bank v.  
 Chemtob  
 100662/25 Finnegan v. 220-222 East  
 84th St. Rty. Assoc. LLC  
 163107/25 Jagdhar v. Yadgarov  
 164009/25 Skenderi v. Full Compass  
 Systems  
 109240/11 The City And State v.  
 Karl Fischer Architecture Pllc  
 164891/25 Urquhart v. The Motor  
 Vehicle Accident Indemnification  
 Corp.

**Part 58**  
**Justice David B. Cohen**  
 71 Thomas Street  
 Phone 646-636-3347  
 Room 305

**MONDAY, JAN. 5**  
 100273/24 Antrobus v. New York  
 City Health And Hospitals  
 Corporation  
 154827/21 Gibson v. Castillo  
 152757/25 Govt. Employees Ins. Co.  
 v. 274 Brighton Beach Drugs Inc.  
 D/VA Pharmacy Express Et Al  
 161041/24 Guttenplan v. 160675  
 LLC Et Al  
 160957/25 Hertz Vehicles, LLC,  
 And All of Its Affiliates And  
 Subsidiaries, Including But Not  
 Ltd. To The Hertz Corp., And  
 Hertz Co. v. A And R Medical  
 Supply Corp Et Al  
 164891/25 Urquhart v. The Motor  
 Vehicle Accident Indemnification  
 Corp.  
 155640/25 Jacobs v. Masar  
 Properties LLC Et Al  
 151693/21 Lantigua v. San Miguel  
 Express  
 163568/25 Lanzaro v. Simon Prop.  
 Group, Inc. Et Al  
 153476/22 Segura Esquivel v. 85  
 Jane Rty. LLC Et Al  
 101414/25 Semeyno v. N.Y.C. Dept.  
 of Health And Mental Hygiene  
 165509/25 The Samuel Law Firm v.  
 NYC Police Dept.  
 161763/25 Vasquez v. Fort  
 Washington Estates

**Part 58**  
**Justice David B. Cohen**  
 71 Thomas Street  
 Phone 646-636-3347  
 Room 305

**MONDAY, JAN. 5**  
 100273/24 Antrobus v. New York  
 City Health And Hospitals  
 Corporation  
 154827/21 Gibson v. Castillo  
 152757/25 Govt. Employees Ins. Co.  
 v. 274 Brighton Beach Drugs Inc.  
 D/VA Pharmacy Express Et Al  
 161041/24 Guttenplan v. 160675  
 LLC Et Al  
 160957/25 Hertz Vehicles, LLC,  
 And All of Its Affiliates And  
 Subsidiaries, Including But Not  
 Ltd. To The Hertz Corp., And  
 Hertz Co. v. A And R Medical  
 Supply Corp Et Al  
 164891/25 Urquhart v. The Motor  
 Vehicle Accident Indemnification  
 Corp.  
 155640/25 Jacobs v. Masar  
 Properties LLC Et Al  
 151693/21 Lantigua v. San Miguel  
 Express  
 163568/25 Lanzaro v. Simon Prop.  
 Group, Inc. Et Al  
 153476/22 Segura Esquivel v. 85  
 Jane Rty. LLC Et Al  
 101414/25 Semeyno v. N.Y.C. Dept.  
 of Health And Mental Hygiene  
 165509/25 The Samuel Law Firm v.  
 NYC Police Dept.  
 161763/25 Vasquez v. Fort  
 Washington Estates

**Part 58**  
**Justice David B. Cohen**  
 71 Thomas Street  
 Phone 646-636-3347  
 Room 305

**MONDAY, JAN. 5**  
 100273/24 Antrobus v. New York  
 City Health And Hospitals  
 Corporation  
 154827/21 Gibson v. Castillo  
 152757/25 Govt. Employees Ins. Co.  
 v. 274 Brighton Beach Drugs Inc.  
 D/VA Pharmacy Express Et Al  
 161041/24 Guttenplan v. 160675  
 LLC Et Al  
 160957/25 Hertz Vehicles, LLC,  
 And All of Its Affiliates And  
 Subsidiaries, Including But Not  
 Ltd. To The Hertz Corp., And  
 Hertz Co. v. A And R Medical  
 Supply Corp Et Al  
 164891/25 Urquhart v. The Motor  
 Vehicle Accident Indemnification  
 Corp.  
 155640/25 Jacobs v. Masar  
 Properties LLC Et Al  
 151693/21 Lantigua v. San Miguel  
 Express  
 163568/25 Lanzaro v. Simon Prop.  
 Group, Inc. Et Al  
 153476/22 Segura Esquivel v. 85  
 Jane Rty. LLC Et Al  
 101414/25 Semeyno v. N.Y.C. Dept.  
 of Health And Mental Hygiene  
 165509/25 The Samuel Law Firm v.  
 NYC Police Dept.  
 161763/25 Vasquez v. Fort  
 Washington Estates

**Part 58**  
**Justice David B. Cohen**  
 71 Thomas Street  
 Phone 646-636-3347  
 Room 305

**MONDAY, JAN. 5**  
 100273/24 Antrobus v. New York  
 City Health And Hospitals  
 Corporation  
 154827/21 Gibson v. Castillo  
 152757/25 Govt. Employees Ins. Co.  
 v. 274 Brighton Beach Drugs Inc.  
 D/VA Pharmacy Express Et Al  
 161041/24 Guttenplan v. 160675  
 LLC Et Al  
 160957/25 Hertz Vehicles, LLC,  
 And All of Its Affiliates And  
 Subsidiaries, Including But Not  
 Ltd. To The Hertz Corp., And  
 Hertz Co. v. A And R Medical  
 Supply Corp Et Al  
 164891/25 Urquhart v. The Motor  
 Vehicle Accident Indemnification  
 Corp.  
 155640/25 Jacobs v. Masar  
 Properties LLC Et Al  
 151693/21 Lantigua v. San Miguel  
 Express  
 163568/25 Lanzaro v. Simon Prop.  
 Group, Inc. Et Al  
 153476/22 Segura Esquivel v. 85  
 Jane Rty. LLC Et Al  
 101414/25 Semeyno v. N.Y.C. Dept.  
 of Health And Mental Hygiene  
 165509/25 The Samuel Law Firm v.  
 NYC Police Dept.

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

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

**Bronx County**  
**EX PARTE AND URGENT MOTIONS PART**

The Following is the List of Sittings in the Ex Parte Urgent Motions Part on the Dates Specified:

**TRIAL TERM**  
 NY 18-618-1248

**Day Calendar**  
**Court Notices Key to Submission Motion Calendar**

FS = Fully submitted.  
 FSN = Fully Submitted, No Opposition

ADJ=adjourned to the marked date for oral argument in the above calendar part. Answering papers are to be submitted on the original return date in Room 217.

**Mental Hygiene Part**  
**Justice TBA**

A Supreme Court calendar will be called and Mental Hygiene Hearings will be conducted virtually at Bronx Supreme Court-Civil Term, 851 Grand Concourse, Bronx, NY 10451, Room TBA, every Wednesday, commencing at a time TBA.

A Supreme Court calendar will be called and Mental Hygiene Hearings will be conducted in person at Bronx Supreme Court-Civil Term, 851 Grand Concourse, Bronx, NY 10451, Room TBA, every Thursday, commencing at a time TBA.

**Mortgage Foreclosure Sales**

Mortgage foreclosure sales in the Supreme Court of the State of New York, County of Bronx, are conducted at the Bronx County Courthouse, located at 851 Grand Concourse, Courtroom 711, commencing at 2:15 p.m.

Auction information is available at the following link: [https://ww2.nycourts.gov/courts/12jd/Bronx/Civil/civil\\_Foreclosure\\_Information.shtml](https://ww2.nycourts.gov/courts/12jd/Bronx/Civil/civil_Foreclosure_Information.shtml).

Foreclosure Department contact information: Email: [bxforeclosure@nycourts.gov](mailto:bxforeclosure@nycourts.gov); Phone: 718-618-1322.

**Trial Assignment Part**  
**Justice Joseph E. Capella**  
 Phone 718-618-1201  
 Room 711, 9:30 A.M.

**MONDAY, JAN. 5**  
 809353/21 Alejandro v. Faugno  
 816233/25 Aybar v. Sampath M.D.  
 29205/17 Aziz v. Anna Dev. LLC  
 32655/18 Bautista v. Manjarvesh  
 24858/18 Bhale Rao v. Murray  
 20558/19 Bruno v. Rose  
 31815/19 Bustan v. Sjc 33 Owner 2015  
 803861/25 Camarena v. Montefiore Medical Center Et Al  
 812113/21 Cannady v. Diaz  
 810284/21 Castillo v. Provident Rlty. Partners IV L.P. Et Al  
 800392/24 Clayton v. Bissor  
 801621/23 Daniele v. Gonzalez  
 814249/25 Donaldson v. NYC NYCH&HC Corp. Et Al  
 809221/22 Duarte v. Best Choice Distributors Corp. Et Al  
 804521/25 Estrada De Almonte v. NYC NYCH&HC Corp.  
 30848/18 Gayle v. Riverbay Corp.  
 27385/20 Gayman v. Lizardo  
 36011/17 Gomis v. Summit Glory LLC Et Al  
 815917/21 Guzman v. Bogopa Bruckner Inc Et Al  
 28862/20 Hodge v. Bainbridge Nursing And  
 817164/25 Jimenez v. Friedlander M.D.  
 21880/19 Lopez v. Cecil  
 817214/22 Mangual v. Bronx Bldgm. Housing Dev. Fund Corp. Et Al  
 803953/22 Moya v. O Transport  
 28456/17 Ortiz v. Assaf M. LLC  
 809391/21 Paula v. Hephostis Test Supplies, Inc. Et Al  
 26450/15 Pena v. Filsoufi  
 816584/23 Perez v. Abreu v. Vasquez-Herrera  
 819173/22 Perez v. Perez Abreu  
 21790/14 Picchioni v. Fojas

27906/20 Qayyem-Melgar v. Fordham Univ.  
 806761/21 Ramos Breton v. Delisme  
 813697/25 Rayssa Melendez v. Jessica Fiorelli Et Al  
 805509/21 Rosa v. Ean Hldgs.  
 20710/19 Rosado v. Velazquez Cepeda  
 801830/23 Rosario v. Perez-Abreu  
 819490/25 Ryjov v. Kazakov Md  
 29248/18 Samboy v. Fuentes  
 815257/21 Santana v. NYCTA Et Al  
 810573/22 Seise v. Tirado  
 21564/18 Soto v. Zhang  
 817263/24 Swan v. Lyons M.D.  
 20934/16V. v. Mussalli  
 805181/23 Vazquez Herrera v. Perez Abreu  
 22490/19 Villalta v. NYC  
 802432/21 Wynter v. 600 East 21st St. LLC

**TUESDAY, JAN. 6**  
 29387/20 Alston v. Spanish Transportation  
 24606/18 Alvarado-Breton v. Fuller  
 800447/15 Baez v. NYC  
 806188/21 Balley v. American United Transportation Inc. Et Al  
 820149/24 Allen v. Story Towers LLC  
 27700/20 Cain v. Suero  
 29250/20 Carlos Moreno v. Pichardo  
 803843/23 Carrington v. Ouedraogo  
 809506/23 Casey v. William K. Chan  
 A/a Bill Kam Chan  
 33497/20 Condon v. Gonzalez  
 800452/21 Condon-O'connell v. Gonzalez  
 801758/21 De Jesus Sanchez v. 95 Delancey LLC And 93 Ludlow St. Inc.  
 25378/19 Dehaney v. NYCH&HC  
 21209/18 Delacruz v. Gill  
 804676/21 Dennis v. Hp 320 Sterling Housing  
 20152/19 Doukour v. NYC  
 28582/17 Dunkley v. City Leasing Services Inc.  
 808808/25 Fernandez v. Summit Health Mgt.  
 30856/19 Ferreira v. E-J Electric Installation  
 804610/21 Figueroa v. Hassan  
 801732/23 Gadsdon v. Dns Hldg. Corp.  
 800975/24 Galan-Troncoso v. Pena-Aristy  
 27423/19 German v. Wallace  
 800721/21 Guerrero v. Shamem  
 28669/20 Howard v. Barrie  
 22583/18 Islam v. Ciso  
 804817/21 James v. 224 Transportation, Inc. Et Al  
 29614/17 Jenkins v. Pkp Taxi, Inc.  
 815019/21 Johnson v. Francis  
 26625/20 Jordan v. Mahray  
 817713/21 Kaïd v. Is Sigourney Rlty. Corp. Et Al  
 817741/23 Khan v. Sanchez Pena  
 26225/18 Lahfid v. Tanner  
 27511/20 Lopez v. Sparks  
 35154/20 Mayren v. Urdialez  
 816683/22 McArthur v. Venture Leasing LLC Et Al  
 26229/17 McInnes v. Concourse One Co. LLC  
 28078/19 Morales v. Youssif  
 305817/14 Naomi Colon v. J.E.D. Rlty. Corp.  
 307931/12 Nespolini v. My Public Transportation  
 25766/20 Om v. Ali  
 24699/19 Ortiz v. Ullah  
 24293/20 Pena Valois v. La Paz Lugo  
 803420/22 Peralta Fernandez v. NYCTA Et Al  
 31934/18 Reid v. Gomez  
 28590/18 Rivera v. Tatavari  
 301500/11 Rosa v. NYCTA  
 255989/19 Salcedo v. Nnadozie  
 816349/22 Salisbury v. Pena  
 804934/22 Sarapochiello v. Mercado-Tavera  
 803580/24 Sosa v. Ryder Truck Rental Inc. Et Al  
 814206/23 Surgeon v. Afriyie  
 800409/22 Vasquez v. The NYCTA Et Al  
 311142/11 Wright v. Iglesia De Cristo  
 34619/18 Yarden v. Alam  
 805724/23 Zeflerino v. Sunshine Boys Trans Corp. 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, JAN. 5**  
 814228/25 Concourse Village, Inc. v. 770 Concourse Village West  
 804871/21 M.G. v. South Bronx Overall Economic

**TUESDAY, JAN. 6**  
 819928/24 Calva Santiago v. B'way. Eleven Owners, Inc. Et Al  
 812369/24 Castellanos v. Barnes  
 800446/21 Harmitt v. NYC Et Al  
 296271/18 Jefferson v. Bronx Harbor Health Care

**Part 3**  
**Justice Mitchell J. Danziger**  
 Phone 718-618-1207  
 Room 707, 9:30 A.M.

**TUESDAY, JAN. 6**  
 816121/24 Acevedo v. Blari  
 818551/24 Adudum v. NYC Et Al  
 811690/24 Alford-Willis v. NYC Et Al  
 819652/25 Alvarez v. NYC Et Al  
 811269/25 Amiez Sanchez v. Ballesteros  
 813369/25 Barroso v. NYC Et Al  
 813128/25 Cerdalmonete v. Velasco  
 801461/25 Cisse v. NYC Et Al  
 809008/25 Coleman v. Khalian  
 801846/25 Colon v. NYC Et Al  
 818119/25 Cordero v. NYC Et Al  
 800867/25 Cyrus v. NYC Et Al  
 816358/25 Dotel v. NYC Et Al  
 805894/25 Edwards v. Gonzalez  
 814429/25 Feliz v. Muffelhi  
 811056/23 Feliz v. Sealey  
 819707/25 Glean v. NYC  
 819788/25 Hannah v. NYC Et Al  
 25466/20 Hernandez v. NYC  
 809738/25 Hernandez v. 2487 Arthur Ave. LLC Et Al  
 816641/25 Kone v. NYC Et Al  
 816138/24 Lino v. The Kingsbridge Heights Community Center  
 801190/25 Mercado v. NYC Et Al  
 814234/25 Mobarek v. 1185 River Ave. LLC Et Al  
 815693/25 Montero v. NYCHA Et Al  
 803507/25 Persaud v. NYC Et Al  
 811451/25 Ramirez v. NYC Et Al  
 813298/25 Read v. Wildlife Conservation Society Et Al  
 820330/23 Reyes v. NYC Et Al  
 812603/25 Salis v. NYC  
 818063/25 Sanchez v. NYC Et Al  
 818358/24 Sowe v. NYC Et Al  
 808161/25 Spivey v. NYC  
 821696/25 Tenera v. NYC Et Al  
 809433/25 Venero v. Mendez

**Part 4**  
**Justice Andrew J. Cohen**  
 Phone 718-618-1212  
 Room 413, 9:30 A.M.

**MONDAY, JAN. 5**  
 22181/15 Mero v. Chang

**TUESDAY, JAN. 6**  
 21054/18 Estevez v. 2659 Webster Realty  
 803499/24 Hernandez v. Fly Rosary Corp. Et Al  
 824669/25 In The Matter of The Petition of J.G. Wentworth Originations v. Athene Annuity & Life Assurance Co. of NY Et Al  
 819756/24 Matos v. Sims  
 825825/25 Settlement Associates v. Pacific Life And Annuity Services, Inc. Et Al  
 802173/25 NYC v. The Land And Bldg. KNWC As 2641 Decatur Ave.  
 825858/25 NYC v. The Land And Bldg. KNWC As 305 East Kingsbridge Road

# Court Calendars

**Part 5**  
**Justice Alison Y. Tuitt**  
 Phone 718-618-1224  
 Room 415, 9:30 A.M.

**MONDAY, JAN. 5**  
 25796/18 Lugo v. 1516 Beach Ave. Rlty. Corp.  
 21585/19 R. v. NYCHA  
 800539/25 Richards-Binns v. Portmore Delivery Service Corp. Et Al  
 815717/22 Urban Home Ownership Corp. v. Prisma Tekton Contracting Corp. Et Al

**TUESDAY, JAN. 6**  
 24505/19A & S Waterproofing v. C. P. Restoration, Inc.  
 20593/20 Acevedo v. NYC  
 820149/24 Allen v. Story Towers LLC  
 21738/19 Andrade v. NYCHA  
 807518/21 Aragundi Vera v. Parkchester Preservation Co.  
 817025/21 Arias v. Pr Westchester Ave. LLC Et Al  
 808180/23 Ayala v. The Rinaldi Group of NY  
 819269/23 Bermeo v. Mbd New Heights Apts Housing Dev. Fund Co. Inc. Et Al  
 20637/14 Bivens v. Port Auth. of NY  
 23965/14 Board of Mgrs. of The v. Laddomada  
 802075/21 Brinson-Walker v. Hutch Metro Center I LLC Et Al  
 800800/21 Brunson v. Bronx Harbor Health Care  
 26698/17 Bryan v. Sedgwick LLC  
 819044/22 Byers v. 1314 Seneca LLC Et Al  
 30225/20 Caceres v. Mgx Phase I Housing  
 810405/23 Camara v. 29 East 29th St. (NY) Owner  
 803283/24 Candelaria Costa v. Leeding Builders Group  
 34780/19 Cepin v. Parkhash 713 LLC  
 800084/21 Contreras v. Gng Hldgs. LLC  
 20407/19 Darboe v. St. Ann's Abh Owner LLC Et Al  
 806061/21 Darboe v. St. Anns Abh Owner LLC Et Al  
 813423/23 Delgado Sanchez v. B-Ray Mgt. Inc Et Al  
 810583/23 Delgado v. Keita  
 811545/24 Drake v. Budget Truck Rental LLC Et Al  
 800152/24 Feiz Medrano v. Nysand5 Nhp24  
 235/19 Fernandez v. 475 Bldg. Co. LLC  
 806401/22 Forrester v. Tully-Nuco J.V. LLC Et Al  
 801241/24 Giraldo v. Dalyn Hidalgo  
 810315/23 Gomez Peguero v. Kalaja Rlty. LLC  
 808933/22 Gomez v. Third And Thirty-Four LLC Et Al  
 809722/23 Gonzalez v. Acadia 2914 Third Ave. LLC Et Al  
 20071/19 Gonzalez v. Dennis  
 809893/24 Guzman-Martinez v. NYC Et Al  
 32842/19 Holden v. City Island Reserve LLC  
 80343/24 Holloway v. 1100 Elder Ave. Housing Dev. Fund Corp. Et Al  
 29200/20 Ingram v. Lincoln Hosp. Et Al  
 33139/19 Institute of Culinary v. Cespedes-Reyes  
 33088/19 James v. Tamrak Mgt. Mgt. Et Al  
 818341/23 Jimenez v. The Trustees of Columbia Univ. in NYC  
 803583/24 Kaplan v. L.A.L. W232 Mgt. Co., LLC Et Al  
 28715/17 Katz v. 3801-05 Review Pl. LLC  
 34619/18 Yarden v. Alam  
 805724/23 Zeflerino v. Sunshine Boys Trans Corp. Et Al

**Part 9/33**  
**Justice Myrna Socorro**  
 Phone 718-618-1625  
 Room 708, 9:30 A.M.

**MONDAY, JAN. 5**  
 23719/16 Abraham v. NYCTA  
 25483/19 Abreu v. NYCTA  
 817100/24 Adegibite v. NYCTA D/b/a Mta NYCTA  
 800503/23 Ahmed v. Warren  
 802183/23 Alvarez v. Metro. Transportation Auth. Et Al  
 804983/22 Anshah v. NYCTA Et Al  
 812573/23 Blakey v. NYCTA Et Al  
 301801/13 Cartegena v. NYC  
 810905/23 Castillo Valdez v. Watson  
 817165/24 Contreras v. NYCTA Et Al  
 807271/25 Delarosa v. NYC Et Al  
 819141/23 Drake v. NYCTA Et Al  
 28328/18 Frazier v. NYCTA  
 800231/23 Gonzalez v. NYCTA Et Al  
 802179/24 Gonzalez v. NYCTA Et Al  
 815111/24 Guerrero v. NYCTA Et Al  
 805607/24 Hernandez v. NYCTA Et Al  
 806918/22 Horne v. NYCTA Et Al  
 813570/24J. O. v. NYCTA  
 23001/18J. v. NYCTA  
 811977/24 Jackson v. The NYCTA Et Al  
 802649/23 Jiles v. Mta Bus Co. Et Al  
 805611/24 Jimenez v. NYCTA Et Al  
 812039/23 Jimenez-Guzman v. NYCTA Et Al  
 817122/23 Jones v. The NYCTA Et Al  
 814850/21 Kendle v. NYC Et Al  
 801294/25 Kone v. NYCTA Et Al  
 808458/22 Kouyate v. NYCTA Et Al  
 22843/19 Lafontaine v. NYCTA  
 30639/19 Lawson v. NYC  
 809041/24 Lebron v. NYCTA Et Al  
 803254/22 Maldonado v. Metro. Transportation Auth. (mta) Et Al  
 31772/19 Martinez v. NYCTA  
 813517/24 Maxwell v. Metro. Transportation Auth. Et Al  
 803108/23 Mayler v. NYCTA Et Al  
 801710/21 McCants v. NYCTA Et Al  
 34072/20 McLean v. NYCTA Et Al  
 808441/24 Mejia Munoz v. Rattigan  
 819242/22 Mejia Padilla v. NYCTA Et Al  
 801813/24 Keith v. Mejia  
 22743/16 Kichenama v. Jewish Home Lifecare  
 814989/23 Kinnard v. 108 Field Pl. Rlty. LLC Et Al  
 815426/23 Konatsh v. Siedlecki Const. Co., Inc. Et Al  
 35744/20 Krines v. Rr Plumbing Services Co.  
 820034/22 Nieves v. Twin Parks Apts., Inc. Et Al  
 810791/23 Lebron v. 3045 Gc LLC Et Al  
 813572/21 Lind v. 3525 Decatur Ave. LLC  
 806458/22 Lopez v. NYCHA  
 814323/23 Lopez v. 443 Cyrus LLC  
 800721/23 Lopez v. Concourse Apts. LLC  
 22044/20 Luna Candelario v. A & R Unity Mgt LLC Et Al  
 804158/21 M. v. Group Gjonaj LLC  
 28116/17 Mamun v. Campos Cleaning Service, Inc.  
 808091/21 Martinez v. 1124 Carroll Rlty. Associates  
 815498/21 McDonald v. Beacon B'way Co.  
 80164/23 Morales v. Prc Simpson St. LLC Et Al  
 26982/20 New Gold Equities Corp. v. Amguard Ins. Co.  
 800739/21 Nunez v. Reclaim Housing Dev.  
 811590/24 Pena v. Drake  
 27841/17 Ramee Suit Warehouse, Inc. v. NYC  
 813598/23 Ramirez v. One Fordham Plaza LLC Et Al  
 28659/18 Record v. NYC  
 807896/22 Reno v. Autozone Stores Inc. Et Al  
 801846/24 Rios-Castro v. NYCHA  
 801614/23 Rivera v. Centers Health Care Ipa  
 802030/23 Rivera v. Alsaedi  
 22630/20 Rivera v. Ca 601 West 181 LLC  
 34843/19 Rodriguez v. Hansoms - Sherman Ave.  
 820817/24 Rogers v. NYC Et Al  
 25121/20 Roman v. East 166 Associates LLC  
 80223/21 Sanchez v. Huntington Ave LLC  
 803933/24 Santiago v. Smr Coster LLC Et Al  
 808462/24 Sapeg v. 912 East 178th St. Associates Lp Et Al  
 805089/21 Sirett v. 423 Anco  
 819433/24 Smith v. 1129 Lawrence LLC  
 808890/22 Suero v. 3462 Third Ave. Food Corp. Et Al  
 802111/21 Then-Mateo v. Regency Centers  
 805136/24 Tress v. 138 Bruckner Ground Lggr  
 815128/23 Thahuize-Millan v. East 163rd LLC Et Al  
 814539/23 Herrera v. NYC Et Al  
 801692/24 Callum v. NYC Et Al  
 812520/24 Carter v. NYC Et Al  
 818167/24 Clarke v. NYC Et Al  
 809466/24 Clark v. NYC Et Al  
 807044/24 Cruz v. NYC Et Al  
 31665/19 Diallo v. NYC Et Al  
 814539/23 Herrera v. NYC Et Al  
 801692/24 Callum v. NYC Et Al  
 812520/24 Carter v. NYC Et Al  
 818167/24 Clarke v. NYC Et Al  
 809466/24 Clark v. NYC Et Al  
 807044/24 Cruz v. NYC Et Al  
 31665/19 Diallo v. NYC Et Al  
 814539/23 Herrera v. NYC Et Al  
 801692/24 Callum v. NYC Et Al  
 812520/24 Carter v. NYC Et Al  
 818167/24 Clarke v. NYC Et Al  
 809466/24 Clark v. NYC Et Al  
 807044/24 Cruz v. NYC Et Al  
 31665/19 Diallo v. NYC Et Al

**Part 11**  
**Justice Mary Lynn Nicolas-Brewster**  
 Phone 718-618-3229  
 Room 405, 9:30 A.M.

**TUESDAY, JAN. 6**  
 811935/25 Bank v. Khan  
 808041/25 Delgado v. Atlantic Chestnut Hill Housing Dev. Fund Corp. Et Al  
 812618/25 Martinez v. Rodriguiz

**Part 13**  
**Justice Patsy Gouldborne**  
 Phone 718-618-1236  
 Room 401, 9:30 A.M.

**MONDAY, JAN. 5**  
 814311/22 Walls v. Yamego

**Part 12**  
**Justice Kim A. Wilson**  
 Phone 718-618-1396  
 Room 414, 9:30 A.M.

**TUESDAY, JAN. 6**  
 34981/20 Amenu v. Metro. Transportation Auth. Et Al  
 800152/23 Baez v. Uber Technologies, Inc. Et Al  
 800250/22 Barr v. Ulloa-Santos  
 80442/24 Barrios Carcamo v. Wally  
 808927/22 Beniquez v. Starco Maint. Supplies Inc. Et Al  
 803777/23 Boozier v. Carmen Nails Spa LLC  
 818673/23 Brown v. Ahmed  
 816428/22 Bryant v. Skinny's Cantina - on The Hudson Et Al  
 801057/24 Castillo v. Samuel  
 810490/22 Clotter v. 2647 Sedgwick LLC  
 807725/24 Colon v. Portnoy  
 34920/20 Dickerson v. Abp Corp.  
 800070/24 Dunham v. Graddy  
 808291/24 Frohlich v. Bpr Fin I Subco LLC Et Al  
 800440/21 Garcia v. Jimenez Cruz  
 813079/23 Guamaniguate v. 3073 Barker Ave. LLC Et Al  
 36455/17 J. v. Casella Houses Housing  
 33992/19 Kidron v. Suris & Associates  
 350357/11 Lackerson v. Vaque Luxury Transportation  
 32693/19 Lefever v. Perez  
 817590/23 Locantore v. Hutch Tower Two LLC Et Al  
 36124/17 Loka v. Manhattan Beer Distributors  
 800504/23 Martinez v. Devon Moultrie  
 35466/20 Mills v. Santos  
 34742/20 Mulgrave v. Pino  
 812759/23 Nunez Lince v. Chv Bedford Park Housing Dev. Fund Corp. Et Al  
 35874/20 Ortiz v. Raddell  
 804299/23 Perez v. 2424 Davidson Ave.  
 817811/23 Pluas Luzuriaga v. 1546 Wpr LLC Et Al  
 33777/19 Risti v. Lajara Peralta  
 42034/23 Rudolph v. Sachar  
 803830/24 Santos Perez v. Western Express Inc Et Al  
 815918/23 Savinon v. Local Express LLC Et Al  
 809339/24 Sepulveda v. Margvelashvili  
 33244/19 Suarez v. Kim Limo Service Inc.  
 32715/20 Tirado v. Mlr Corp. Et Al  
 806092/24 Torres v. 95 East LLC Et Al  
 32656/18 Travis v. Chv Liberty Leasing  
 20965/17 Wallace v. Con Ed Co.

**Part 14**  
**Justice John A. Howard**  
 Phone 718-618-1244  
 Room 607, 9:30 A.M.

**MONDAY, JAN. 5**  
 27563/19 Arcia v. Eagan  
 809405/23 Ariza v. Aleph Logistics  
 806973/21 Castillo Dionisio v. Verizon Services Corp. Et Al  
 27845/20 Haq v. Eagan  
 804198/22 Lodal v. Sawadogo  
 805082/22 Owens v. A&O Trucking Inc Et Al  
 815544/23 Pacheco v. Aurora Express LLC Et Al  
 803901/21 Pena v. Castillo Dionisio  
 803434/23 Pinnock v. R.P. Rentals Inc.  
 804383/21 Rivera-Lopez v. Verity  
 815717/21 Rodriguez v. Robinson  
 26486/19 Roze v. Ancona  
 23647/20 Toribio Galvez v. Qlr Fiv LLC

**Part 15 (MV)**  
**Justice Ben R. Barbato**  
 Phone 718-618-1395  
 Room 702, 9:30 A.M.

**MONDAY, JAN. 5**  
 34533/19 Gonzalez v. Miller  
 28059/17 Mercado v. Komate

**TUESDAY, JAN. 6**  
 28094/20 Tirado v. Walead A. Anwar

**Part 17**  
**Justice Erin Noelle Guven**  
 Phone 718-618-3212  
 Room 409, 9:30 A.M.

**MONDAY, JAN. 5**  
 801080/23 Almonte-Cabral v. Gomez-Ceasay  
 820359/23 Andujar v. Hernandez Rodriguez  
 812039/24 Asika v. Phipps Housing Services Inc. Et Al  
 812617/24 Ciesla v. Farag  
 811277/22 Butler v. NYCHA Et Al  
 802305/23 Cameron v. Mta Et Al  
 801771/23 Celestino-Riveras v. Vinnazaca-Pomauiza  
 805275/24 Fk v. Valentine Apts.  
 801585/23 Francis v. Vafae  
 815159/21 Geter v. Verizon Communications Inc. Et Al  
 803508/23 Gil Ramirez v. Rozon  
 801585/23 Gonzalez v. Mta Bus Co. Et Al  
 805416/21 Graneau v. Elhsaadou  
 807320/23 Guzman v. Dalmasi  
 808535/23 Hidalgo v. Shimko  
 815461/23 James v. Wilson  
 809636/22 Jimenez v. Academy Lines  
 809822/24 Martinez v. Pra Chhabra LLC  
 813789/21 Martinez v. Mahbubul Ghani  
 816534/22 Palacios Perez v. Flagship Logistics Lcc Et Al  
 817706/23 Pervaz v. Milea Leasing Corp. Et Al  
 808319/22 Pujols Santos v. Hamidu  
 806729/24 Quinn v. Mojica-Div.  
 36195/17 Richman Plaza Garage  
 8039 v. River Park Bronx Apts.  
 814630/22 Riddell v. Hossain  
 811965/23 Robertson v. Red Hook 160 LLC  
 801590/24 Santos v. Collier  
 808891/24 Shasha Pogon v. Han  
 804215/23 Silva Silva v. 672 Union LLC Et Al  
 806216/24 Sparks v. Hall  
 808582/24 Thompson v. Uber Technologies, Inc. Et Al  
 807017/22 Villafane v. Diaz  
 811812/22 Watson v. Rai  
 806342/22 Weiss v. Martinez  
 814780/21 Williams v. Gamory  
 810230/23 Wisner v. Cebada Meza Corp.  
 813490/24 Makouta v. Al Malik Transportation Inc. Et Al  
 803384/22 Moore v. Willis  
 820823/24 Moronta v. Mecca Transport, Inc. Et Al  
 807352/24 Munoz v. Happy Care Amulette Inc. Et Al  
 802459/25 Ortiz De Castillo v. Robinson  
 803613/23 Borda v. Sgq Contracting Inc. Et Al  
 810246/21 Caba-Corona v. Singh  
 802270/21 Cuanalo v. Ceasay  
 34853/19 Cuevas v. Almonte  
 819687/23 De Santos v. Swift Transportation Co of Arizona LLC Et Al  
 812700/23 Diego v. Uber Technologies, Inc. Et Al  
 809324/21 Disla-Santos v. Martinez  
 801520/24 Duarte Gonzalez v. Raymond Furniture Co., Inc. Et Al  
 810216/23 Dunn v. Rishmawy  
 803633/23 Essandoh v. Lopez  
 801169/23 Faith v. Revel Transit Inc.  
 802252/24 Gardiner v. Mukul  
 2