New York Law Journal

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IN BRIEF

Freshfields Leads on eBay's $1.2B Acquisition of Depop

Freshfields has landed another major U.S. M&A mandate advising eBay on its $1.2 billion acquisition of second-hand fashion tech company Depop from Etsy.

The Freshfields team advising eBay is being led by New York-based partners Ethan Klingsberg and Zheng Zhou, and includes partners from multiple offices, including Silicon Valley, London, and Washington D.C.

Meanwhile, U.S. tech law firm Fenwick & West is advising Etsy and Depop, with a team led by corporate partners Ken Myers and Bomi Lee, who are based in New York and San Francisco respectively.

The transaction is expected to close in the second quarter of 2026, and eBay said it intends to fund the transaction with cash on hand. An eBay spokesperson added that Depop is expected to retain its name, brand, platform, and complementary culture.

Peter Semple, Depop's CEO, commented: "We're thrilled to begin this next chapter with eBay, whose experience in the C2C fashion space and shared belief in people, opportunity, and a more sustainable future positions us to meaningfully accelerate our marketplace in the U.S. and beyond."

Etsy acquired Depop in 2021 for $1.6 billion, with Weil Gotshal & Manges and A&O Shearman advising on the transaction at the time.

—Jack Womack


Labor & Employment

NLRA Protections For Union Insignia After 'Home Depot'

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JPMorgan's Jones Day Counsel Contests Trump's Suit in Federal Court

With the help of new big law attorneys in Miami, JPMorgan Chase Bank and CEO Jamie Dimon fired back at President Donald Trump's $5 billion "debanking" allegations, arguing his claims cannot be made under Florida state law and that the case should be moved to federal court.

In a Thursday notice of removal penned by Eliot Pedrosa, Miami head of litigation for Jones Day, the bank argued that Trump's claims under Florida's Deceptive and Unfair Trade Practices Act (FDUTPA) cannot be levied against bank officials subject to federal regulation, or brought in Florida against a bank that is a "citizen" of Ohio.

"What's more, the actions Plaintiffs accuse JPMorgan's CEO of and the harms they allege they suffered as a result fall squarely outside the scope of that [FDUTPA] statute," Pedrosa wrote.

The president filed the lawsuit seeking $5 billion in damages in Miami-Dade Circuit Court last month, accusing the bank and Dimon of putting Trump on a "blacklist" and declining to serve him for political reasons. Dimon and JPMorgan have denied the allegations and dismissed them on Thursday as "threadbare."

The bank and its CEO are hoping that the case will be removed to federal court and transferred to the U.S. District Court for the Southern District of New York, claiming that Trump and his related entities agreement's with JPMorgan Chase contained mandatory forum-selection clauses requiring all suits be heard in the Empire State.

Pedrosa and Alejandro Brito, Brito PLLC founder and attorney for Trump, did not immediately return the Daily Business Review's request for comment Thursday evening.

Trump's suit against JPMorgan and Dimon is the latest in a stream of litigation Brito has filed for the president. The Coral Gables-based attorney is also representing Trump in his defamation action against the British Broadcasting Corp. and his suit against the Internal Revenue Service.

—Annie Mayne

Netflix Consumers File Lawsuit Seeking to Block $82.7B Warner Bros. Merger

Consumers have filed an antitrust lawsuit in California federal court seeking to pre- » Page 4

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COURTESY OF THE FIRM

Rendering of Paul Hastings' New York office renovations. The 25 largest firms expanded their office footprints by 6.8% between 2019 and 2025 across the top 10 legal markets.

Amid Office Construction Slowdown, Nation's Largest Firms Increasing Space Most Rapidly in Dallas and NYC

BY THOMAS SPIGOLON

WHEN looking to increase their office footprints over the last seven years, the largest firms in the U.S. have been particularly bullish on Dallas-Fort Worth and New York City.

The 25 largest firms by gross revenue increased the amount of space they leased in half of the 10 largest markets between 2019 and 2025—and Dallas-Fort Worth and New York City by far saw the greatest percentage increases, according to a new report from commercial real estate firm Cushman & Wakefield.

Meanwhile, the same firms decreased the percentage of space they leased in the other half of the largest markets since 2019, with Philadelphia and Atlanta seeing the greatest percentage decrease.

In its "Legal Sector Leasing Trends" report, the real estate firm focused on legal » Page 6

Proposed Settlement Reached in Survivor Class Action Against Epstein Co-Executors

BY EMILY SAUL

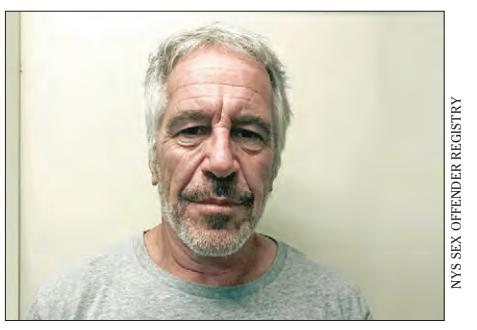
THE ESTATE of the deceased sex offender Jeffrey Epstein will devote as much as $35 million to settling a putative class action lawsuit that accused his personal lawyer and accountant of aiding and abetting his sex trafficking, according to court papers.

The terms of the proposed settlement were made public in a motion from plaintiffs lawyers at Boies Schiller Flexner filed on Thursday. The submission asked a judge to certify a proposed settlement class, preliminarily approve the settlement and approve the notice plan. The case is before U.S. District Court Judge Arun Subramanian of the Southern District of New York.

If approved, the deal will resolve all outstanding claims filed by the class against Epstein co-executors Darren Indyke and Richard Kahn. Indyke was Epstein's personal attorney and Kahn was his accountant. Epstein died in 2019 behind bars while awaiting trial for sex trafficking. His death was ruled a suicide.

The settlement would include $35 million for a class of 40 members and $25 million for a class of less than 40 members. Putative class members include women who experienced sexual abuse, sexual assault or sex trafficking by Epstein between 1995 to his death, in August 2019, and have not otherwise resolved their claims against the estate.

Neutral mediation of the matter was conducted by Simone Lelchuk, who would be retained » Page 4


NYS SEX OFFENDER REGISTRY

The 2024 lawsuit alleged the co-executors knew about **Jeffrey Epstein**'s actions and failed to prevent further harm to his victims.

Health Care Attorneys Focus on Training as Medical Aid in Dying Takes Effect in 6 Months

BY BRIAN LEE

WITH New York's Medical Aid in Dying law set to take effect in August, health care attorneys are engaged in the heavy lifting of developing workforce, education and training for organizations and practitioners covered by the law, said health care attorney Mary Beth Morrissey.

"That's going on in multiple locales," said Morrissey, who chaired the New York State Bar Association's Task Force on Medical Aid in Dying, a major influencer in Gov. Kathy Hochul signing the legislation on Feb. 6.


COURTESY PHOTO

Mary Beth Morrissey, chair of the NYSBA's Task Force on Medical Aid in Dying, said that her task force worked with the Elder Law Section and Disabilities Rights Committee, highlighting the multi-disciplinary nature of the subject.

Alternatively, health care providers and institutions that are religiously affiliated may opt out of offering Medical Aid in Dying, and those organizations are in the process of writing institutional policies allowing them to do so.

Hochul, who is Catholic, expressed anguish over the hotly-debated issue for months before agreeing to sign the legislation after a number of additional safeguards were included as amendments.

The NYSBA task force had previously engaged in an 11-month, evidence-based review process that involved 30 presenters and 17 members. » Page 4

In Win for Democrats, NY State Appellate Court Orders Redrawing of Congressional Map

BY BRIAN LEE

THE LONE Republican member of Congress from New York City is hoping the U.S. Supreme Court will keep the Empire State's political map intact for the November midterms, after a state appellate court refused to do so on Thursday.

The Appellate Division, First Department in Manhattan issued a motion ruling denying stay requests by U.S. Rep. Nicole Malliotakis, R-New York, and Republican members of the state elections board.

On Jan. 21, state Supreme Court Justice Jeffrey Pearlman found that Malliotakis' district of Staten Island and south Brooklyn unconstitutionally dilutes the voting power of Blacks and Latinos.

The Republicans had asked for a stay of Pearlman's decision to enjoin election officials from giving effect to the state's existing congressional map, while ordering the Independent Redistricting Commission to draw a new one that would cure the constitutional defect found in Malliotakis' Congressional District 11.

The state ruling stands to give Democrats an edge in the strongly challenged November midterms, particularly if SCOTUS » Page 4

Despite Trump Pardon, NY Court Suspends Attorney, 'America's Frontline Doctors' Founder for 5 Years for Jan. 6 Involvement

BY ZOË ETTINGER

THE NEW YORK Appellate Division, Second Department suspended attorney Simone Melissa Gold for five years following her federal misdemeanor conviction for her participation in the Jan. 6, 2021 insurrection at the U.S. Capitol. Gold, who is also the founder of "America's Frontline Doctors," an anti-vaccine organization that arose during the COVID-19 pandemic, argued that her case warranted a private disciplinary resolution, citing a pardon from President Donald Trump.

In an opinion and order dated Feb. 18, a panel led by Presiding Justice Hector D. LaSalle granted the Grievance Committee for the Tenth Judicial District's motion to confirm a special referee's report and sentenced Gold to five years' suspension, beginning March 20, 2026.


WIKIMEDIA

The court rejected **Simone Gold**'s claim that she was a "casual bystander".

Gold, who was admitted to the New York bar in 1997 under her previous surname Tizes, served 60 days in prison after pleading guilty in February 2022 to knowingly entering or remaining in a restricted building or grounds, a Class A misdemeanor. In addition to prison time, she completed 12 months of supervised release, paid a $9,500 fine and paid $500 in restitution.

During her disciplinary hearing, Gold testified that she was swept into the Capitol by the crowd and didn't fully understand what was happening at the time. » Page 4

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Court Calendars

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

Online

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Judge Tosses Texas Ban on ESG Investing, Casting Doubt on Similar Laws in Other GOP-Led States

BY BRENDAN PIERSON

A FEDERAL court ruling this month striking down a Texas law aimed at curbing so-called environmental, social and governance investing could be an early sign that Republican-led states' anti-ESG efforts will face significant legal challenges.

Texas passed the law in 2021, becoming one of the first states to take aim at ESG. The law bars state assets, like pension funds, from being invested with financial institutions that "boycott" fossil fuel companies. It defined boycotting as undertaking any action "without an ordinary business purpose" that would limit investment in fossil fuel companies, and empowered the state comptroller to maintain a blacklist of companies that ran afoul of the no-boycott rule.

U.S. District Judge Alan Albright of the Western District of Texas, an appointee of Republican President Donald Trump, ruled the law unconstitutional for two reasons: that it impermissibly restricted constitutionally protected speech, such as advocacy against fossil fuels, and that it was too vague for financial institutions to know exactly what kind of conduct would be noncompliant.

The Texas ruling follows a 2024 ruling by an Oklahoma state court striking down a similar anti-boycott law there. Simpson Thacher & Bartlett attorneys wrote in a recent client alert that at least 11 Republican-led states have similar no-boycott laws.

"The successful arguments in these cases could lead to similar action in other states," they said.

"Financial institutions and asset managers operating nationally should monitor developments closely, as the patchwork of state anti-ESG laws remains fluid and the prospect of appeal from this decision is high," ArentFox Schiff attorneys wrote in a client alert.

ADOBE STOCKS

The law bars state assets, like pension funds, from being invested with financial institutions that "boycott" fossil fuel companies.

Elizabeth Goldberg, a co-leader of Morgan, Lewis & Bockius' ESG and sustainability advisory practice, agreed that the ruling could be the beginning of a trend against anti-ESG laws.

"If you're reading the tea leaves, it's a meaningful leaf," she said.

At the same time, Goldberg noted that no-boycott laws like Texas's were only one of several kinds of anti-ESG laws that have been passed in more than 20 states. Some include prohibitions of any ESG considerations in investing, or of any ESG-based "discrimination."

A Missouri law, which is currently enjoined by a court, required financial institutions to disclose and get consent for any ESG considerations. While most anti-ESG laws apply to management of state funds, the Missouri law applied to any institution doing business with investors in the state.

Another, more recent kind of anti-ESG law targets proxy advisory firms. Texas, for example, last year passed a law requiring disclosure when a proxy adviser relies on ESG considerations for a proxy vote concerning a Texas-incorporated company.

Goldberg said that, while the specifics of anti-ESG laws differ, some of the same legal arguments used against the no-boycott law could apply more broadly.

"This idea that it's unconstitutional to sort of regulate choice could have legs," she said.

Latham & Watkins attorneys said in a client note that the issues in the Texas case could even overlap with those in a pending challenge to Democratic-led California's climate disclosure laws.

How financial institutions should react to this shifting legal landscape depends on their risk tolerance and how ESG fits into their business model, Goldberg said. So far, she said, asset managers' reactions to anti-ESG laws have been mixed, with some continuing their business unchanged and others "in the middle, kind of not aggressively changing but also not remaining completely static."

"Even in this challenging environment, there's no rule that explicitly prohibits ESG investing or prohibits ESG considerations in proxy voting," she said.

Some institutions, she said, may decide that they do not need to market their services to states with anti-ESG laws and can continue with their current business model. On the other hand, she said, "if part of your core business is wanting state asset investments [in anti-ESG states], you're going to have to navigate this landscape."

DOJ Increasingly Wielding False Claims Act to Target Cybersecurity Misrepresentations

BY BRENDAN PIERSON

THE U.S. Department of Justice is increasingly focusing its enforcement efforts under the False Claims Act on cybersecurity, an official recently confirmed, raising new compliance challenges for a wide range of contractors.

Deputy Assistant Attorney General Brenna Jenny, speaking last month at the American Conference Institute, noted a "significant upward trajectory" in cybersecurity FCA cases, a trend expected to continue. The Department of Justice recovered $52 million across nine FCA settlements over cybersecurity last year.

The FCA, a tool for the government to recover funds that it was fraudulently billed, allows whistleblowers to file lawsuits on behalf of the government and keep a portion of any recovery for themselves. Last year saw FCA settlements and judgments totaling of $6.8 billion, a record and more than double the $3.1 billion recovered a year earlier.

DIEGO M. RADZINSCHI/ALM

The U.S. Department of Justice building in Washington, D.C.

Congress passed the FCA during the Civil War to combat rampant fraud among suppliers to the Union Army, and historically defense contractors have been among its most frequent targets. Notably, however, last year's cases included a $9.8 million settlement with genomic sequencing company Illumina, resolving allegations that the company billed the government for systems that had cybersecurity vulnerabilities.

The settlement highlights the wide range of companies that could be caught up in cybersecurity FCA actions, attorneys say.

"Any time you have government funds that are going out that have some kind of cybersecurity requirement attached to them, the government could potentially try to enforce them" using the law, said Sara McLean, an Akin Gump Strauss Hauer & Feld partner who previously oversaw FCA investigations at the DOJ

"In this evolving enforcement landscape, any company certifying cyber compliance to a federal or state government entity should continually review its cybersecurity systems and protections to ensure compliance," Mintz, Levin, Cohn, Ferris, Glovsky and Popeo attorneys wrote in a client alert.

Even established defense contractors that have been working for the government for years could see their risk increase, Winston & Strawn attorneys wrote in a recent note. They pointed to new, stringent cybersecurity requirements from the U.S. General Services Administration, which helps with operations throughout the federal government.

"GSA's decision to expand its oversight over cybersecurity controls for its contractors is consistent with the federal government's increased scrutiny of cybersecurity in procurement," they wrote.

McLean emphasized that cybersecurity FCA cases aren't about data breaches. Rather, they focus on alleged misrepresentations contractors made about the security of a product or service for which they billed the government.

"The basis for the claim that the government is bringing is that part of what it paid for is the cybersecurity, and it didn't get the cybersecurity," McLean said.

An actual breach might make a particular case "more attractive" to enforcers, she said, but isn't necessary, Conversely, she said, a breach by itself will not give rise to an enforcement action if a company has met its obligations to the government.

McLean said that, because of the technical complexity of cybersecurity, enforcement will likely focus on "basic" lapses and deliberate or reckless misrepresentations, where it looks like the contractor "has been hiding things" from the government.

Mere mistakes are not enough for an FCA action, she said.

To reduce their exposure, attorneys say, contractors should carefully review their cybersecurity practices and the federal government's requirements. If they do discover a lapse, disclosing it voluntarily could soften the government's response, the Mintz attorneys wrote.

McLean also said that it is important for companies to take internal complaints from employees seriously, before they become whistleblower lawsuits that lead to FCA liability.

Companies facing such internal complaints should "make an effort to ensure that the person who reported the issue feels that the problems were addressed," and put in the resources to comply, she said.

EEOC Alleges Coca-Cola Bottler Discriminated by Limiting Team-Building Event to Females

BY CHRIS O'MALLEY

OFF-SITE team-building retreats are a staple of corporate life, but a newly filed lawsuit underscores the legal risks of limiting participation based on sex or other protected classes.

The Equal Employment Opportunity Commission alleges that Londonderry, New Hampshire-based Coca-Cola Beverages Northeast violated Title VII of the Civil Rights Act of 1964 when it excluded males from an employer-sponsored trip and networking event in September 2024 attended by 250 of its female employees.

The suit filed Tuesday in U.S. District Court in New Hampshire was brought on behalf of a male employee of the bottler.

Title VII "has long made the exclusion of one protected class of employees from an employer-sponsored event a violation of the law," Catherine Eschbach, the EEOC's acting general counsel, said Wednesday.

The enforcement action is in line with the Trump administration's second-term priority of using the nation's civil rights laws to protect males. It casts the moves as a correction to "woke" policies that sought to boost the representation of women and minorities in professional and leadership roles, sometimes at the expense of white males.

DIEGO M. RADZINSCHI/ALM

The EEOC alleges that Londonderry, New Hampshire-based Coca-Cola Beverages Northeast violated Title VII of the Civil Rights Act of 1964.

The EEOC said that only female employees of Coca-Cola Bottling Northeast were invited to the event, which featured "a social reception, team-building exercises and recreational activities."

The event featured speakers including Jennifer Mann, president of Coca-Cola North America Operating Unit, and executives from other companies, "who discussed their career paths."

The bottler excused the 250 female employees from their normal work duties while providing them their usual wages. It also paid for their lodging and meals and provided other perks, the complaint stated.

A male employee who complained "and other male employees would have attended the event had they been invited," the suit states.

But Bennett Law Firm attorney Peter Bennett, representing Coca-Cola Northeast, said in a statement that the event "fully complied with existing EEOC regulation and its public commentary approving such events."

Coca-Cola Beverages Northeast "finds it disappointing that the EEOC did not conduct a full investigation and we look forward to having our day in open court where the full story told to a jury will vindicate us."

The EEOC seeks a permanent injunction barring the company from discriminating on the basis of sex. It also wants the company's male employees to receive unspecified compensation and for employees of both genders to be permitted to attend future employer events.

Employment attorneys have warned since the start of President Donald Trump's second term that employers should review their policies and practices in light of his opposition to diversity, equity and inclusion programs.

Last July, the U.S. Department of Justice published "Guidance for Recipients of Federal Funding Regarding Unlawful Discrimination."

While directed at publicly funded organizations and private contractors, the memo "is pertinent to almost all U.S. employers, given that enforcement priorities at multiple agencies, such as the DOJ and (EEOC) include a focus on 'DEI-related discrimination," Epstein Becker Green warned clients last August.

That includes fellowship or leadership programs based on race or sex, "even if framed as addressing under-representation," warned Epstein Becker members Frank Morris, Jr. and Susan Gross Sholinsky.

In a FAQ on its website addressing DEI, EEOC makes clear the agency does not regard Title VII as limited to individuals who are part of a minority group or those from other historically under-represented groups.

"Title VII's protections apply equally to all workers," the agency said. "The EEOC does not require a higher showing of proof for so-called 'reverse' discrimination claims. The EEOC's position is that there is no such thing as 'reverse' discrimination: there is only discrimination."

In Littler Mendelson's 13th annual employer survey of 350 in-house lawyers, business executives and HR teams, 45% of respondents say they worry about DEI litigation—up from 24% during the previous year.

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Expert Analysis

SETTLEMENT AND COMPROMISE

Settlement Agreements as a Basis To Vacate Federal District Court Judgments

By **Thomas E.L. Dewey**

The Federal Rules of Civil Procedure provide for a few, carefully prescribed circumstances in which a court may vacate its own judgment or order. Courts are empowered to correct clerical mistakes, oversights and omissions, (i.e., scrivener's errors) under FRCP 60(a). FRCP 60(b), in turn, allows a court to "relieve a party or its legal representative from a final judgment, order or proceeding" for five specific reasons: "(1) mistake inadvertence, surprise, or excusable neglect; (2) newly discovered evidence that, with reasonable diligence, could not have been discovered in time to move for a new trial under Rule 59(b); (3) fraud..., misrepresentation, or misconduct by an opposing party; (4) the judgment is void;" or (5) "the judgment has been satisfied, released or discharged; it is based on an earlier judgment that has been reversed or vacated; or applying it prospectively is no longer equitable."

A settlement agreement is not an explicit basis for vacating a court's order or judgment. However, FRCP 60(b)(6) contains a catch all provision for "any other reason that justifies relief," which courts only apply if the party seeking relief demonstrates "extraordinary circumstances." *BLOM Bank SAL v. Honickman*, 605 U.S. 204, 210-11 (2025) (quoting *Kemp v. United States*, 596 U.S. 528, 533 (2022)). Courts in the Second Circuit have applied this provision to vacate judgments and orders to facilitate settlements between parties, as Judge Jennifer Rochon did last month. *But cf. United States Bancorp Mortg. Co. v. Bonner Mall Partnership*, 513 U.S. 16, 28 (1994) ("exceptional circumstances do not include the mere fact that [a] settlement agreement provides for vacatur.")

Dr. Habeeb Ahmad is an ophthalmologist and associate professor at New York University (NYU) and served as Chief of Service in NYU Langone's Ophthalmology Department. In February 2022, he sued NYU and two individual defendants for alleged violations of the Americans with Disabilities Act, the New York Human Rights Law and the New York City Human Rights Law stemming from NYU's termination of his employment after his medical leave had expired. The court held a jury trial in July 2025, and the jury found NYU liable for discrimination under the New York state and New York City Human Rights laws and all three defendants liable for failure to engage in a cooperative dialogue under the New York City Human Rights Law. The jury awarded plaintiff $2 million in emotional distress damages, $1.4 million in backpay, $375,000 in front pay and punitive damages against NYU alone for $250,000.

> The court concluded that nonparties would not be impacted by vacatur in this case and the court had already modified the jury award.

Rochon, who presided over the trial, granted defendants' post-trial motion for judgment notwithstanding the verdict in part by striking punitive damages against NYU,4 and remitting the front pay award to $250,000 and the emotional distress award to $1 million. On Nov. 10, 2025, the court entered judgment after Plaintiff accepted remittitur of the jury award. On Dec. 10, 2025, defendants filed a Notice of Appeal.

On Jan. 15, 2026, the parties informed the court that they had reached a settlement in principle on Dec. 17, 2025, contingent upon vacatur of the judgment. The parties filed a joint request to vacate the judgment pursuant to FRCP 60(b).8 The parties cited defendants' previous arguments about the conflicting nature of the jury verdict (i.e. finding plaintiff's disability was a motivating factor in the decision to terminate him despite finding defendants did not fail to accommodate his disability), noting also that plaintiff has a significant interest in resolving the litigation because he had found a new job across the country.

The parties highlighted the private interest in vacating the judgment by the nature of their joint request and contended the public interest in preserving the judgment was relatively small. Finally, the parties argued that vacating the judgment in deference to the settlement would conserve judicial resources because it would preclude any appeals as of right by both parties and a remand if any part of the jury verdict was reversed, as well as motion practice for attorney's fees.

Rochon began her analysis by observing that a private settlement may constitute an "exceptional circumstance" if the public interest in the to-be-vacated decision is de minimis and vacatur of the judgment or order clears the way for settlement. *Ahmad v. New York Univ.*, No. 1:22-CV-01248 (JLR), 2026 WL 234594, at *2 (S.D.N.Y. Jan. 29, 2026). She found that such circumstances existed in this case, since both parties sought partial vacatur of the judgment entered just three months earlier because "plaintiff has secured a new job across the country and... has a significant interest in vacating the judgment against the individual defendants to obtain peace, certainty and finality" and to avoid defendants' appeal.

The court concluded that nonparties would not be impacted by vacatur in this case and the court had already modified the jury award. The court relied on decisions from the Eastern and Southern Districts of New York that had granted vacatur in

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THOMAS E.L. DEWEY *is a partner at Dewey Pegno & Kramarsky.* DANIEL SHTERNFELD, *counsel at the firm, assisted in the preparation of the article.*

LITIGATION

Supreme Court to Tackle SEC Disgorgement Amid Circuit Split

By **Jeff Kern** And **Chris Bosch**

On Jan. 9, 2026, the U.S. Supreme Court granted certiorari in *Sripetch v. Securities & Exchange Commission* after both parties urged the High Court to hear the case, underscoring the importance of the issue to be considered. The Court will aim to resolve a circuit split over whether the Securities and Exchange Commission (SEC) must show that victims suffered pecuniary harm in order to obtain disgorgement in SEC enforcement actions.

The disagreement stems from differing interpretations of the Supreme Court's June 2020 decision in Liu v. Securities & Exchange Commission, 591 U.S. 71 (2020), which held that disgorgement must be "awarded for victims," without providing practical guidance as to how to apply this principle. This reticence has proven problematic because disgorgement is an oft-used hammer in the SEC's enforcement toolbelt, generating $6.1 billion in fiscal year 2024 as compared to $2.1 billion in civil penalties. *See* SEC Announces Enforcement Results for Fiscal Year 2024, Press Release, Sec. & Exch. Comm'n (Nov. 22, 2024). By taking this case, the Court is now poised to resolve the uncertainty that it left in Liu's wake. However, as discussed below, doing so may prove a taller task than answering the specific question before it.

Congress Deepens 'Liu's' Uncertainty

While the Supreme Court created some uncertainty in an 8-1 decision that straddled the court's ideological divide, it was at least clear in its intent to preserve, but narrow, the SEC's power to seek disgorgement. The lone dissenter was Justice Clarence Thomas, who argued that the SEC had no disgorgement power at all. The majority, after exploring the common law roots of disgorgement, held that the SEC may pursue disgorgement under 15 U.S.C. §78u(d)(5) so long as it "does not exceed a wrongdoer's net profits and *is awarded for victims*." 591 U.S. at 74 (emphasis added). However, the decision failed to define the term "victims," a shortcoming that lower courts would grapple with later.

But first, the legislative branch took an errant hack at defining the SEC's disgorgement powers. As the implications of *Liu* were still being unpacked, on Jan. 1, 2021, Congress passed the William M. (Mac) Thornberry National Defense Authorization Act for Fiscal Year 2021 (the NDAA). The NDAA effected two disgorgement-related statutory changes. First, it authorized the SEC to seek, and any federal court to order, disgorgement. *See* 15 U.S.C. §78u(d)(7). Second, it authorized the SEC to seek disgorgement to prevent unjust enrichment. 15 U.S.C. §78u(d)(3)(A)(ii). The law's proximity in time to *Liu* suggested it was a reaction to the decision, but, as written, it was unclear if the law restored the SEC's ability to seek disgorgement unconfined by Liu's limitations. Commentators and courts began wrestling with how to square the new law with *Liu,* and if *Liu* was still good law, how to interpret its requirement that disgorgement be "awarded for victims."

> But first, the legislative branch took an errant hack at defining the SEC's disgorgement powers.

A Circuit Split Develops

In 2022, the Fifth Circuit was the first federal appellate court to take on these questions when it held in *Securities & Exchange Commission v. Hallam* that the NDAA restored a disgorgement framework untethered to *Liu's* equitable principles, including that disgorgement be awarded for victims. *See* 42 F.4th 316, 338 (5th Cir. 2022). In 2023, the Second Circuit joined the fray and explicitly disagreed with the Fifth Circuit, holding in *Securities & Exchange Commission v. Govil* that "both §78u(d)(5) and § 78u(d)(7) must comport with traditional equitable limitations as recognized in *Liu*." 86 F.4th 89, 98 (2d Cir. 2023). One year later, the First Circuit took a different tack than its sister circuits in *Securities & Exchange Commission v. Navellier & Associates, Inc.,* 108 F.4th 19 (1st Cir. 2024), holding that *Liu* remained good law but did not require a showing of pecuniary harm as a predicate for disgorgement.

The court acknowledged that disgorgement must "do more than simply benefit the public at large by virtue of depriving a wrongdoer of ill-gotten gains." The court observed that while the clients in *Navellier* actually profited from their investments, they were still induced to pay advisory fees because of misrepresentations. The court then held that the SEC intended to distribute disgorged funds to them, which would "do more than simply benefit the public at large—it will remedy a direct harm" to the clients.

Enter Sripetch

As this circuit split developed, *Securities & Exchange Commission v. Sripetch* was working its way to resolution in California. In its complaint, the SEC alleged that Sripetch and others engaged in a "pump-and-dump" scheme that entailed creating the illusion of active market interest in a stock, secretly sponsoring promotional campaigns to drive up its price, then selling at a profit. Among other relief, the SEC sought disgorgement. Sripetch fought back, arguing that the SEC failed to provide evidence that any investors suffered harm. The district court's April 2024 decision held

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Off the Front

Map

« Continued from page 1

yields to the state courts and the order to redraw the state's congressional map remains in tact.

Gov. Kathy Hochul, one of various Democrats trying to prevent President Donald Trump's call for Republicans to gerrymander wins in the midterms, applauded the First Department ruling.

"The New York State Constitution guarantees the principles of fair representation, and New Yorkers in every community deserve these protections," said Hochul, adding "there is now a need for the New York Independent Redistricting Commission to begin the work of redrawing these maps."

On Friday, Malliotakis criticized the Appellate Division decision, while reiterating her concern that Pearlman had once served as a key assistant to Hochul.

"The appellate court's failure to stay the legally-flawed decision issued by Kathy Hochul's handpicked judge represents a failure of New York's judicial system," Malliotakis said in a prepared statement. "New York's appellate judges had a duty to step in and press the pause button on such a clearly unconstitutional decision. The U.S. Supreme Court has been unequivocal: race-based redistricting violates the U.S. Constitution. I look forward to the Supreme Court's intervention in this case to uphold the rule of law and preserve the integrity of our elections."

Republicans had asked U.S. Supreme Court Justice Sonia Sotomayor to act on their request by Feb. 19, but that requested deadline has come and gone.

One of the applications, by attorneys from Cullen & Dykman of Albany, on behalf of Republican members of the state Board of Elections, asked SCOTUS for an emergency stay on the basis that Pearlman's ruling appears to prohibit the state and local election officials from preparing for all congressional districts statewide, or at a minimum, districts adjacent to Malliotakis' district.

The Republican petitioners argue the situation is "untenable and will inevitably result in delay, disruption and confusion that will prejudice voters and candidates across New York."

A brief to SCOTUS by Perillo Hill, on five members of the Independent Redistricting Commission, also asked SCOTUS to grant the emergency stay, saying Pearlman's order was "marred by significant flaws that will require it to be reversed on federal constitutional grounds."

They say the Equal Protection Clause of the 14th Amendment constrains racial gerrymandering in redistricting plans, and prohibits states from separating citizens into voting districts on the basis of race.

"Here, the trial court unabashedly calls for such a racial gerrymander," the IRC members' brief explains.

U.S. Solicitor General D. John Sauer filed an amicus brief in support of both arguments. It says "the United States has a strong interest in protecting its citizens from racial discrimination in voting."

Elias Law Group of Washington D.C. and Emery Celli Brinckerhoff Abady Ward and Maazel of Manhattan filed a response to the applications Thursday on behalf of the Staten Island voters who filed the lawsuit in October.

They said the emergency applications come to SCOTUS in a "grossly premature posture."

The applicants, the Democratic attorneys said, hadn't yet sought permission to appeal denial of their stay requests to the New York Court of Appeals, which is the state's highest court.

"Allowing such review in New York's courts is critical because this case involves a matter of first impression about how to construe a provision in the New York Constitution—the vote dilution provisions," the brief read.

"Applicants, in effect, ask this court to be the first appellate court in the country to weigh in on the meaning of this constitutional provision, leapfrogging New York's own courts in a frenetic effort to inject federal questions into this state case. Applicants' requests are improper in every respect."

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Aid in Dying

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In a recent interview with the New York Law Journal and Law.com, Morrissey said: "The attorneys involved in this work all along have an important role to play in supporting institutions and leaders in development and design of the workforce education and training."

Morrissey will use her own leadership role as founder and president of a nonprofit organization, the Collaborative for Palliative Care, which has been in existence since 2006 and has a workforce education and training certificate program.

"We are involved in a process with co-leaders, physicians and a cross of professions in looking at what kind of workforce, education and training do we need to develop to support the meaningful implementation of the main law now."

Morrissey noted that her task force worked with the bar association's Elder law section and disabilities rights committee, highlighting the multi-disciplinary nature of the subject.

"Every institution who would fall under the statute is having conversations with their teams, and it's not just lawyers," she said.

In addition to doctors, Morrissey said social workers "don't get enough recognition for the important role they play because, on the ground, they're typically the professions who are having conversations with folks in hospitals and nursing homes who may be considering this option, if they meet the requirements of the statute."

A member of the United Nations NGO Committee on Aging, with respect to global rights to palliative care, Morrissey recognized that New York, along with California, were among the first states to enact palliative care laws.

"We have very meaningful palliative care rights here in New Work, which is a very important piece of this medical aid in dying law," she said. It requires physicians to advise patients of their rights to palliative care and hospice.

Morrissey credited Hochul for engaging in a process of deliberative democracy. The additional safeguards in the amendments will stand to make New York a model for other states that have not yet enacted medical aid in dying laws, according to Morrissey.

New York's law requires the patient to make both an oral and written request to their physician, with the oral request audio or video recorded and kept in the patients' medical record to document voluntariness.

There must also be two witnesses to the written request, neither of whom can be a relative or someone who might benefit financially from the patient's death.

The process calls for involvement by at least two doctors and a mental health professional.

The patient's attending physician must confirm the terminal diagnosis and the prognosis of six months or less to survive. That doctor provides written documentation that the patient has decision-making capacity.

A second, consulting physician must make the same determinations.

A psychologist, psychiatrist or neurologist is required to confirm the decision-making process.

Then, there's a five-day wait period between the date when the prescription is written and when it can be filled, sometimes thought of as a cooling off period and extra safeguard.

One requirement that survived all of the conversations is that the patient must be able to self-administer the medication at a time and place of their choosing. That provision had drawn concerns from disability rights advocates.

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Epstein

« Continued from page 1

to administer the settlement payments, per the proposal.

Neither Indyke nor Kahn has made any "admission or concession of misconduct," their attorney Daniel H. Weiner of Hughes Hubbard & Reed said in an emailed statement.

"Not a single woman has ever accused either man of committing sexual abuse or witnessing sexual abuse, nor claimed at any time that she reported to them any allegation of Mr. Epstein's abuse," Weiner wrote.

"Because they did nothing wrong, the co-executors were prepared to fight the claims against them through to trial, but agreed to mediate and settle this lawsuit in order to achieve finality as to any potential claims against the Epstein Estate," he added.

The 2024 lawsuit alleged both Indyke and Kahn knew about Epstein's actions and were negligent in failing to prevent further harm to his victims.

BSF also asked the court to certify the firm as class counsel. They will seek attorneys fees of no more than 30% the global settlement, plus litigation and expenses amounting to $1 million or less, per the filing.

Under the terms of the agreement, any funds that may remain following settlement payments and other costs will be distributed to an agreed-upon charity organization.

Epstein's estate previously set up the Epstein Victims Compensation Program, which paid out $121 million from the estate to 136 claimants. Indyke and Kahn additionally resolved claims from 59 other victims for a total of around $48 million.

BSF has represented Epstein victims in other matters, including settlements with banks accused of failing to flag suspicious activity in his accounts.

The motion was filed by David Boies, Sigrid McCawley, Andrew Villacastin, Alexander Law, Daniel Crisipino and Megan Nyman of Boies Schiller Flexner.

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Suspension

« Continued from page 1

In her latest disciplinary hearing, Gold also moved to stay enforcement of a prior court order directing a sanctions hearing and asked the court to consider her federal offense "essentially similar" to New York Penal Law § 140.05, a violation-level offense. She also requested a private resolution.

However, Special Referee Ralph T. Gazzillo said Gold did not adequately demonstrate why the matter should be handled privately.

The appellate panel agreed with Gazzillo, and said Gold was trying to minimize or reframe her conduct, which she had already admitted under oath in her federal plea agreement.

"Despite the respondent's admissions in her plea agreement, she has attempted in this disciplinary proceeding to reframe her conduct as unwitting and even well-meaning," the court wrote. "This disingenuousness is a significant aggravating factor," it continued.

According to the plea agreement, Gold illegally entered the Capitol on Jan. 6 and spoke in Statuary Hall. She remained in the building for between 45 minutes and an hour, even as officers directed her to leave the premises. The record also shows that an officer was assaulted right in front of her just before she entered.

At her sentencing, U.S. District Judge Christopher R. Cooper rejected her claim that she was a "casual bystander," and showed video evidence of her among a crowd of rioters.

Gold also informed the court about a presidential pardon she received from Trump and again requested a private disposition. The appellate division acknowledged the pardon, but said it "forgives the respondent's conviction but does not nullify it."

Under Gold's order of suspension, she can't apply for reinstatement until after September 20, 2030. During her suspension period, she cannot practice law and must satisfy continuing legal education requirements.

Gold nor her attorney immediately responded to requests for comment.

This case highlights that even pardoned criminal convictions can lead to serious professional consequences in the state of New York.

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Letters Welcome

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

Outside Counsel

Is Using the FCA To Enforce Civil Rights Laws a 'Novel' Idea? Not Exactly.

By **William Winter**

Within days of taking office in 2025, President Donald Trump signed a flurry of executive orders taking aim at diversity, equity, and inclusion (DEI) and gender-related policies across the federal government and private sector businesses.

The administration argues that these policies promote "illegal preferences and discrimination," "race- and sex-based preferences," and "gender ideology." According to the government, they may also create liability under the False Claims Act (FCA).

Various news outlets have described the administration's use of the FCA to dismantle DEI policies across the public and private sectors as "*novel*" and marking a "*strategic shift*" in the type of activity historically attracting FCA scrutiny. But is that true or has FCA liability been previously applied in the antidiscrimination context? The answer is mixed: while the Justice Department has not independently pursued these types of cases before, private litigants have brought FCA actions against local governments to enforce antidiscrimination laws.

The FCA, also known as the "Lincoln Law," was enacted in 1863 with the principal goal of curbing widespread fraud among Union Army defense contractors. The FCA authorizes the Justice Department to bring suits against offenders for false claims made to the government and that are "material" to a government payment decision.

However, the statute's unique enforcement scheme also empowers ordinary citizens—called "relators"—to enforce the statute by bringing suits in the public interest on behalf of the government and potentially receive a share of any recovery (note: while not the focus of this article, a split is currently emerging in the federal courts over whether the FCA's citizen suit enforcement provisions violate Article II of the Constitution by assigning law enforcement responsibility to private persons, foreshadowing a Supreme Court challenge).

The statute's private enforcement mechanism, along with the risks of significant financial penalties for violators has made it a powerful tool to combat fraud in a variety of regulated industries.

This leads to the current administration's desire to use the FCA to target DEI initiatives. Since taking office, President Trump signed *Executive Order No. 14173,* titled "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," emphasizing that "the Federal Government, major corporations, financial institutions, the medical industry, large commercial airlines, law enforcement agencies, and institutions of higher education" have adopted "race- and sex-based preferences under the guise" of DEI in ways that can violate civil rights laws.

> Various news outlets have described the administration's use of the FCA to dismantle DEI policies across the public and private sectors as 'novel' and marking a 'strategic shift' in the type of activity historically attracting FCA scrutiny.

The order instructs the government to "enforce [] longstanding civil-rights laws," and "combat illegal private-sector DEI preferences" by requiring federal agencies to include terms in every contract and grant award mandating each contractual counterparty and grant recipient (A) agree that its compliance with federal antidiscrimination laws is "material" to the government's payment decisions for purposes of the FCA and (B) affirmatively certify that it does "not operate any programs promoting DEI that violate any applicable Federal anti-discrimination laws" and that such compliance is again "material" for purposes of the FCA.

Though the order is currently the subject of various challenges in the federal courts, *multiple* federal agencies have already amended the terms and conditions of their contract and grant forms to include the certification requirement.

As one district court recognized, this certification "was likely designed to induce, and certainly has been shown to have the effect of inducing, federal contractors and grantees to apply an overinclusive definition of illegal DEI to avoid risking liability." *Nat'l Ass'n of Diversity Officers in Higher Educ. v. Trump,* 767 F. Supp. 3d 243, 282 (D. Md.), *opinion clarified*, 769 F. Supp. 3d 465 (D. Md. 2025).

While the specific focus on DEI policies as a basis for FCA liability is new, there are precedent cases of the FCA being used to direct compliance with federal civil rights laws, confined almost entirely to claims against local governments for alleged fair housing violations. Two of these cases were somewhat successful.

This liability theory was first tested nearly 20 years ago in a case that came before the Southern District of New York. In *Anti-Discrimination Center of Metro New York, Inc. v. Westchester Cnty., N.Y.*, 495 F. Supp. 2d 375 (S.D.N.Y. 2007), a nonprofit organization brought an action on behalf of the Department of Housing and Urban Development, alleging that Westchester County, New York violated the FCA by falsely certifying compliance with its obligations under the Civil Rights Act of 1964 and the Fair Housing Act of 1968 when it received federal housing grants.

To obtain federal dollars, the county certified that "the grant will be conducted and administered in conformity with the Civil Rights Act of 1964 and the Fair Housing Act, and the grantee will affirmatively further fair housing."

The nonprofit claimed that Westchester made knowing-

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IN BRIEF

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vent Netflix Inc. from acquiring Warner Bros. Discovery's entertainment and HBO Max video streaming assets as Paramount Skydance continues to pursue a hostile bid for WBD.

The plaintiffs—three longtime Netflix subscribers—filed their complaint Tuesday in the U.S. District Court for the Eastern District of California alleging Netflix's proposed $82.7 billion acquisition of WBD's film, television and HBO properties would harm competition and consumers in violation of Section 7 of the Clayton Act.

"Plaintiffs are customers in the [subscription video on demand market] who reasonably anticipate injury brought about by decreased competition in the market resulting from the Merger," counsel for the plaintiffs wrote in the complaint. "That suffices to establish their standing to seek an antimerger injunction."

The plaintiffs are represented by Pak Heinz, a Washington, D.C.-based litigation boutique founded by former Kellogg, Hansen, Todd, Figel & Frederick associate Albert Pak and former Latham & Watkins associate Noah Heinz.

"Plaintiffs are threatened with loss or damage in the form of potentially higher subscription prices, lower subscription quality, or lower quality new content made available via their subscriptions; the potential elimination of competitor SVOD alternatives to Netflix, as well as irreparable harm for which damages will be inadequate to compensate plaintiffs," according to the allegations in the complaint.

Litigators at Bathaee Dunne made similar claims in an antitrust class action filed Dec. 8, 2025, in the U.S. District Court for the Northern District of California on behalf of HBO Max subscribers.

"Lawyer-driven lawsuits like these are a cottage industry for mergers and we will contest vigorously," a Netflix spokesperson said Thursday in a statement provided to Law.com via email.

Members of Congress grilled Netflix co-CEO Ted Sarandos in a U.S. Senate panel hearing Feb. 3, voicing concerns over the steaming giant's proposed acquisition of WBD's flagship assets.

Skadden, Arps, Slate, Meagher & Flom represents Netflix as the Los Gatos, California-based company seeks to acquire the film, television and HBO properties of New York-based WBD.

While Netflix faces legal action from consumer plaintiffs and scrutiny from Congress, Paramount remains committed to its $108 billion tender offer for WBD.

—Sulaiman Abdur-Rahman

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: 25-138

Digest: Where a part-time judge's law firm represents creditors against numerous judgment debtors: (1) once the law firm files suit against a judgment debtor on behalf of a client, the judge must disqualify from any cases in which the client's current litigation adversary appears as a party; (2) if the law firm has not yet filed such lawsuit, the judge need not disqualify in a matter merely because it involves a potential future litigation adversary of the judge's client; (3) the propriety of undertaking client representations unrelated to matters originating in the town court is primarily a matter of attorney ethics.

Rules: Judiciary Law §§ 14, 16-17, 471; 22 NYCRR 100.2; 100.2(A); 100.3(E)(1); 100.3(E)(1)(a)-(f); 100.3(F); 100.6(B)(2)-(4); Opinions 24-200; 24-164; 22-166; 20-172; 20-48; 18-163; 13-54; 13-02; 12-173; 07-212; 05-30; 92-40.

Opinion: A part-time lawyer judge is also a partner in a law firm with a high-volume practice in the area of creditor's rights. On behalf of its creditor clients, the law firm sues judgment debtors to enforce money judgments. These collection lawsuits are filed in other courts where the judge or his/her partners and associates are permitted to appear and seek relief such as garnishing of wages or seizure of assets. The judge asks if it is ethically permissible to preside over small claims actions involving a litigant against whom the judge's law firm, on behalf of a client, has filed a civil action in a different court, or a litigant against whom the judge's law firm may file a future lawsuit. The judge also asks if he/she or the judge's law firm may file or litigate an action against a litigant who has previously appeared before the judge. If any of the above is not permissible, the judge asks if the conflict can be waived after disclosure.

A judge must always avoid even the appearance of impropriety (see 22 NYCRR 100.2) and must always promote public confidence in the judiciary's integrity and impartiality (see 22 NYCRR 100.2[A]). Thus, a judge is disqualified in

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Verdicts & Settlements

PREMISES LIABILITY

Man Hit by Train Said He Fell Off Defective Platform

Verdict: $22,750,000

Maruf Hossain v. City of New York, New York City Transit Authority, the Metropolitan Transportation Authority and "John Doe", train conductor name presently unknown, No. 30951/2017E

Court: Bronx Supreme

Plaintiff Attorney(s): Nicholas Liakas; Liakas Law, P.C.; New York NY for Maruf Hossain
Defense Attorney(s): Andrew P. Keaveney; Landman Corsi Ballaine & Ford P.C.; New York, NY for the City of New York, New York City Transit Authority, the Metropolitan Transportation Authority

Facts: On June 5, 2017, plaintiff Maruf Hossain, 24, a delivery worker, was waiting for a train at the Parkchester 6 station in the Bronx when he allegedly fell off a station platform and landed onto the tracks of a subway train. Hossain then attempted to move out of the way of an oncoming train, but was unable to fully retreat and was struck by the train. He suffered a left foot/toe amputation, a right hip fracture and dislocation, an L-3 lumbar spine compression fracture and three fractured transverse processes.

Hossain sued the city of New York, the New York City Transit Authority (NYCTA) and the Metropolitan Transportation Authority (MTA). He alleged that the defendants were negligent in the maintenance and repair of the premises and in allowing a dangerous condition to exist.

Hossain claimed a defect on the station platform caused him to fall and land on the tracks.

The MTA was stipulated out of the case, and the matter only proceeded against the NYCTA.

The defense contended that Hossain intentionally jumped in front of the oncoming train to harm himself, leaving no time for the train operator to avoid hitting him.

Injury: Hossain suffered a left foot/toe amputation of half of the foot up to, but not including the metatarsal bones. He also claimed a right hip fracture and dislocation, an L3 lumbar spine compression fracture and three fractured transverse processes. He has undergone physical therapy since the incident.

According to plaintiff's counsel, Hossain was deemed unemployable and suffered a full loss of wages.

The defense's medical experts opined that Hossain is not disabled and can go back to light-duty work.

Result: The jury found NYCTA 100% liable and awarded $22.75 million in damages to Hossain. This included $7 million for future pain and suffering for 45 years, future medicals of $12 million for 45 years and future lost wages of $700,000 for 48 years.

Trial Information:
Judge: Veronica G. Hummel
Demand: $20 million
Offer: $100,000 before trial. $1,000,000 at the time of closing.
Trial Length: 3 weeks
Trial Deliberations: 0
Jury Vote: 6-0

SLIPS, TRIPS & FALLS

Plaintiff's Testimony Not Supported By Evidence: Defense

Verdict: $0

Florangel Nunez v. Yariel Realty LLC and Centro Cristiano Faro de Luz, No. 500616/2020

Court: Kings Supreme

Plaintiff Attorney(s): Simon Hannanian; Subin Associates, LLP; New York NY for Florangel Nunez
Defense Attorney(s): Aaron Goldsmith; Law Office of Aaron M. Goldsmith, PC, New York, NY, of counsel, The Gold Law Firm, PC; North Bellmore, NY for Yariel Realty LLC, Centro Cristiano Faro de Luz

Facts: On May 30, 2019, plaintiff Florangel Nunez, 40s, was walking down a flight of stairs in her apartment building located at 3424 Fulton Street in Brooklyn. She allegedly tripped and fell on uneven stairs. Nunez fractured her ankle.

Nunez sued the property owner and manager, Yariel Realty LLC and Centro Cristiano Faro de Luz. Nunez alleged that the defendants were negligent in the maintenance and repair of the premises and in allowing a dangerous condition to exist.

Centro Cristiano was dismissed based on the deposition testimony of all parties that the interior stairs were residential only. Plaintiff's engineering expert said the stairs were in poor condition.

Nunez claimed her husband complained to the building manager about the stairs, but the defendants claimed there was no complaint on file. Nunez testified that she fell from the second to the highest step. However, video reportedly showed that she tripped on the second step from the bottom. The trial was bifurcated. Damages were not before the court.

Injury: Nunez claimed she suffered a fractured ankle, a sprained neck and back, radiculopathy, headaches, vertigo, post-traumatic stress disorder, difficulty sleeping and loss of range in motion.

Result: The jury found Yariel Realty was negligent, but found it's negligence was not a substantial factor in causing the accident. A defense verdict was entered.

Trial Information:
Judge: Larry D. Martin
Trial Length: 4 days
Trial Deliberations: 1 hours

MEDICAL MALPRACTICE

Surgeon Said Other Doctor Caused Patient's Knee Instability

Verdict: $0

Skonieczny v. Gregory Montalbano, M.D., No. 150249/2019

Court: Richmond Supreme

Plaintiff Attorney(s): Efrom J. Gross; Efrom J. Gross, Esq.; West Hempstead NY for Samantha Skonieczny
Defense Attorney(s): Christopher A. Terzian; Martin Clearwater & Bell LLP; White Plains, NY for Gregory Montalbano M.D.

Facts: On Oct. 4, 2017, plaintiff Samantha Skonieczny, 17, a college soccer player, had her anterior cruciate ligament repaired by Dr. Gregory Montalbano, an orthopedist. However, Skonieczny alleged there was knee instability post-surgery and received a second surgery from Dr. Allen Answorth, an orthopedic surgeon.

Skonieczny sued Montalbano for negligence and medical malpractice.

According to plaintiff's counsel, Montalbano told Skonieczny the repair of the ACL went well. However, during her rehabilitation, Skonieczny's physical therapist told her the ACL did not seem to be intact. She then got a second opinion from Answorth, who said Montalbano made an error in the surgery.

Answorth performed a second surgery and Skonieczny was cleared to play soccer. However, she then tore the graph from that surgery as well. Plaintiff's counsel contended that once the ACL is torn, it is more prone to happen again. Also, Answorh testified that during his surgery the meniscus was not intact.

The defense showed images of the ACL after the first surgery, claiming it was intact and that Answorth caused the instability. According to the defense, Skonieczny can never play soccer again, but is doing better today.

Injury: Skonieczny claimed she suffered an anterior cruciate ligament tear. She underwent reconstructive surgery to repair the tear.

Plaintiff's counsel asked the jury for $1 million in damages.

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

Trial Information:
Judge: Lizette Colon
Demand: $350,000
Offer: None
Trial Length: 2 weeks
Trial Deliberations: 45 minutes

CONSTRUCTION - LABOR LAW

Defense Denied Plaintiff Was Injured In Manner Described

Verdict: $0

Inocencio Martinez v. Yeshiva Kehilath Yakov and Yeshiva Headstart, No. 21590/2018E

Court: Bronx Supreme

Plaintiff Attorney(s): Christopher J. Vargas; Gorayeb & Associates, P.C.; New York NY for Inocencio Martinez
· Jay N. Gorayeb; Gorayeb & Associates, P.C.; New York NY for Inocencio Martinez
Defense Attorney(s): Matthew J. Zizzamia; Hannum Feretic Prendergast & Merlino, LLC; New York, NY for Yeshiva Kehilath Yakov, Yeshiva Headstart
· Kenneth B. Danielsen; Cipriani & Werner, P.C.; Iselin, IL for Yeshiva Kehilath Yakov, Yeshiva Headstart

Facts: On Sept. 6, 2016, plaintiff Inocencio Martinez, 36, a laborer, was working on a project at Wilson Street in Brooklyn. He claimed he was injured while working on the job in question. He stated that he hurt his hand, knee and back.

Martinez sued Yeshiva Kehilath Yakov and Yeshiva Headstart. Martinez alleged violations of New York Labor Law Section 241 Section (6).

According to Martinez, he was injured when he fell 17 feet off a scaffold while doing work.

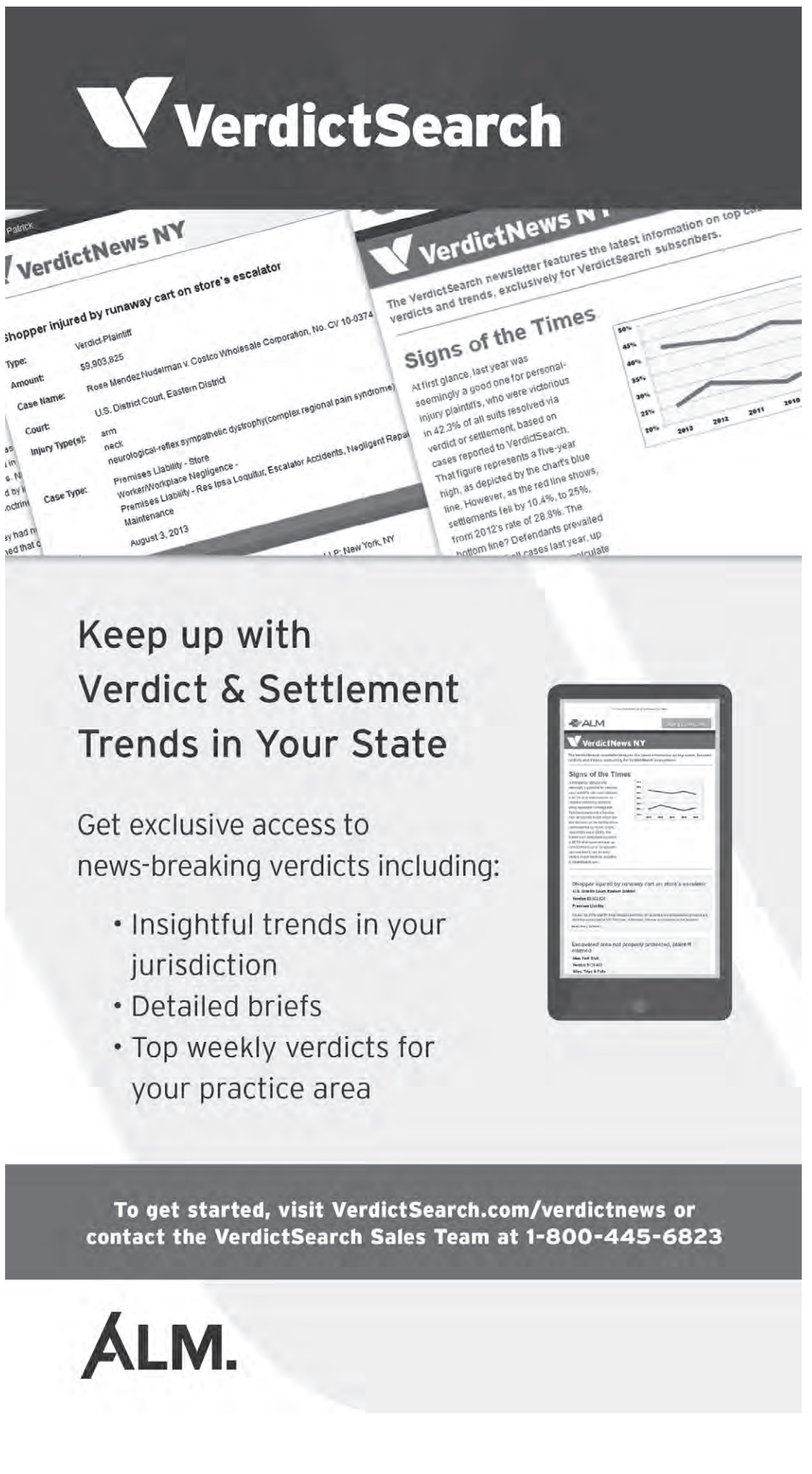
The defense contested liability. Per the defense, Martinez told doctors a piece of metal hit him on top of the head, not that he fell 17 feet.

Injury: Martinez allegedly suffered a torn tendon in his left hand, a torn left meniscus and a bulging disc at L5-S1. Martinez also alleged he was unconscious for 30 minutes after he fell. He underwent a lumbar fusion to repair the disc injury. Plaintiff's counsel asked the jury to award $4 million in damages.

The defense contended that the alleged fall did not take place, so the injuries were not from this incident. Furthermore, the defense said it had Martinez under surveillance for two years prior to trial and saw that he was quite active.

Result: The jury found the defendants did not cause Martinez's injuries. A defense verdict was entered.

Trial Information:
Judge: Alison Y. Tuitt
Demand: n/a
Offer: $2 million
Trial Length: 18 days
Trial Deliberations: 1 hours



New York Law Journal

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Office Space

« *Continued from page 1*

industry leasing between 2019 and 2025, as well as 2025 alone and the effect of the year's fourth quarter leasing on 2025 results.

It noted firms of all sizes throughout the industry leased a record amount of space in 2025, while also choosing to renew a majority of their spaces rather than finding new spaces.

According to the report, the 25 largest firms expanded their office footprints by 6.8% between 2019 and 2025 across the top 10 legal markets, the report stated.

"Five of the markets posted growth driven by both existing firms increasing their space and new entrants opening offices," the report stated.

Dallas-Fort Worth recorded the largest percentage increase in leased space at 31.9%, while New York City saw the greatest overall gain in square footage leased in the six-year period, it stated.

Top 25 firms in Boston (+5%), Houston (+3%) and Chicago (+2%) also saw increased percentages of leased space. But the percentage of leased space by top firms decreased in Philadelphia (–7%), Atlanta (-6%), San Francisco (-4%), Washington, D.C. metro (-3%), and Los Angeles (-1%).

It stated the 25 largest law firms by gross revenue—according to ALM data--maintain "a strong concentration in the top 10 U.S. legal markets" where they employ nearly 28,000. More than a third—11,000—are in New York City.

"Its exceptional scale has translated into continued leasing dominance," the report stated. "New York City has led all markets in legal sector leasing activity every year since at least 2017, reinforcing its position as the center of the U.S. legal industry."

Smaller Firms Lease Space Too

Still, senior research analyst Maggie Tillotson of Cushman & Wakefield said in an email that leasing activity by the 25 largest firms does not totally reflect the activity of the entire legal leasing market.

She said the nation's largest firms are subsets of the legal sector in the 10 largest markets "so it doesn't necessarily represent the trends of the entire legal industry" in cities like Atlanta and San Francisco.

In the fourth quarter of 2025, law firms in New York City leased the greatest amount of space with 550,000 square feet. But Boston and Atlanta recorded the highest quarter-over-quarter leasing gains as Boston firms leased 439,000 square feet and Atlanta firms took 398,000 square feet. San Francisco firms took 329,000 square feet.

"Overall, we continue to see sustained demand from law firms of all sizes across U.S. markets," Tillotson said.

The legal sector "has been a major driver of office leasing activity over the past several years," with 8% of all leases in 2025, she said.

Law firms leased 18.8 million square feet in the U.S., which is the highest annual total on record and 32% above 2019 levels, Tillotson said. And legal industry leasing activity in the top 10 markets increased 3% year over year in 2025 but exceeded 2019 levels by 29%.

"Notably, 38% of leases in 2025 were for an expansion in footprint, the highest share since 2019," she said.

It said the trend was for a smaller average renewal size throughout 2025, with the average renewal comprising 14,600 SF—4% less than the five-year historical average. New leases were larger than recent history, averaging just over 11,900 SF, which is 8% above last year and 5% above the five-year norm."

Downsizing "continued to recede" in 2025 and represented only 23% of leases, which the report said was the lowest level since 2020 "and well below the 37% in 2021 when firms were more aggressively cutting footprints."

The Cushman & Wakefield report also stated that:

- U.S. office construction is "trending well below historical norms" and declined 23% year over year in 2025 in the 10 largest U.S. legal sector markets. That's limiting law firms' options when seeking new, high-quality space.
- Dallas, New York and Washington, D.C., could offer more landing spots for lateral lawyers because office construction in the three cities is more active than nationally.
- Law firms signed more renewals than new leases in 2025's fourth quarter for the first time since spring 2024, with 2.6 million square feet of renewals compared to 1.8 million SF of new lease deals. Seven of the quarter's 10 largest transactions were renewals "underscoring firms' preference to remain in-place amid limited new space options."
- New leases were larger than in recent history, averaging just over 11,900 SF, 8% above last year and 5% above the five-year norm. Renewals, however, were down in size, with the average renewal comprising 14,600 SF—4% less than the five-year historical average.

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Calendar of Events

MONDAY, FEB. 23

Practising Law Institute
Corporate Governance – A Master Class 2026
9 a.m. – 5 p.m.
www.pli.edu/programs/corporate-governance/

TUESDAY, FEB. 24

NY City Bar (CLE)
Effective Mediation Advocacy: Skills and Strategies for Litigators
9 a.m. - 11 a.m.
2 CLE credits
Registration Link: https://services.nycbar.org/EventDetail?EventKey=EMA022426&mcode=NYLJ
Location: Zoom
Contact: 212-382-6663 or customerrelations@nycbar.org

TUESDAY FEB. 25

NY State Bar (CLE)
The Attorney's Guide to ABLE Accounts
nysba.org/events/the-attorneys-guide-to-able-accounts/
1 CLE credit
Virtual
The End-of-Life Journey With Our Beloved Animals – Session 3 (of 3)
nysba.org/events/the-end-of-life-journey-with-our-beloved-animals-session-3/
1 CLE credit
Virtual

NY State Bar (Non CLE)
Young Lawyers Section Monthly Pub Night
nysba.org/events/young-lawyers-section-monthly-pub-night-february-2026/
Free Event
In Person

NY City Bar (CLE)
Introduction to the Surrogate's Court: Litigation
1 p.m. - 4 p.m.
3 CLE credits
Registration Link: https://services.nycbar.org/EventDetail?EventKey=_WEB022526&mcode=NYLJ
Location: Zoom
Contact: 212-382-6663 or customerrelations@nycbar.org

WEDNESDAY FEB. 26

NY State Bar (CLE)
Lost Wills and Trusts
nysba.org/events/lost-wills-and-trusts/
1 CLE credit
Virtual
Risk Management 2026
nysba.org/events/risk-management-2026/
4 CLE credits
Virtual

NY State Bar (Non CLE)
Sounding the Alarm: Ethics for Attorney Mediators and Arbitrators
nysba.org/events/sounding-the-alarm-ethics-for-attorney-mediators-and-arbitrators/
Virtual

NY City Bar (Non CLE)
Lunch with Justice Lillian Wan
1 p.m. - 2:30 p.m.
Registration Link: https://services.nycbar.org/EventDetail?EventKey=LIT022626&mcode=NYLJ
Location: 42 West 44th Street
Contact: 212-382-6663 or customerrelations@nycbar.org

NY City Bar (CLE)
Best Practices To Avoid a Legal Malpractice Claim
2 p.m. - 3 p.m.
1 CLE credit
Registration Link: https://services.nycbar.org/EventDetail?EventKey=_WEB022626&mcode=NYLJ
Location: Zoom
Contact: 212-382-6663 or customerrelations@nycbar.org
High-Stakes Cybersecurity & Privacy Settlements: Key Drivers, Dynamics, and Resolutions
6 p.m. - 7:30 p.m.
Reception 7:30 p.m. - 8 p.m.
1 CLE credit
Registration Link: https://services.nycbar.org/EventDetail?EventKey=arb022626&mcode=NYLJ
Location: 42 West 44th Street
Contact: 212-382-6663 or customerrelations@nycbar.org

THURSDAY. FEB. 26 FRIDAY, FEB. 27

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

FRIDAY, FEB. 27

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

TUESDAY, MARCH 3

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

TUESDAY,MARCH 3 WEDNESDAY, MARCH 4

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

WEDNESDAY, MARCH 4

New York County Lawyers Association
2026 Annual Gala Honoring the Judiciary
Pierre Hotel; 6 p.m.

FRIDAY, MARCH 6 ,13, 20, 27

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

TUESDAY, MARCH 10

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

WEDNESDAY, MARCH 11

NY State Bar (CLE)
AI, GAI, Agentic AI, What Attorneys Need to Know: Lunch and Learn
nysba.org/events/ai-gai-agentic-ai-what-attorneys-need-to-know-lunch-and-learn-series-3/
1 CLE credit; Virtual
New York's Horseshoe Crab Harvest Ban: The Legal and Legislative Path to Protection for a Keystone Species
nysba.org/events/new-yorks-horseshoe-crab-harvest-ban-the-legal-and-legislative-path-to-protection-for-a-keystone-species/
1 CLE credit
VirtualNY State Bar (Non CLE)
Breaking the Manager Ceiling: For Women Navigating Advancement, Influence and Visibility in the Legal Profession
nysba.org/events/breaking-the-manager-ceiling-for-women-navigating-advancement-influence-and-visibility-in-the-legal-profession/
Virtual

TUESDAY, MARCH 17

NY State Bar (CLE)
AI and the Law with ALIS: Down the Rabbit Hole with ALIS: The Ethics of AI and Professional Responsibility
nysba.org/events/ai-and-the-law-with-alis-down-the-rabbit-hole-with-alis-the-ethics-of-ai-and-professional-responsibility-part-1/
1 CLE credit
VirtualNY State Bar (Non CLE)
NYSBA Mediator Roundtable Series
nysba.org/events/nysba-mediator-roundtable-series-march-2026-edition/
Virtual

WEDNESDAY, MARCH 18

NY State Bar (CLE)
Basics of Mediation
nysba.org/events/basics-of-mediation/
1.5 CLE credits
Virtual

FRIDAY, MARCH 20

NY State Bar (CLE)
Basics of Mortgage Foreclosures
nysba.org/events/basics-of-mortgage-foreclosures-2/
1.5 CLE credits
Virtual

TUESDAY, MARCH 24

NY State Bar (CLE)
Managing Difficult Clients and Colleagues: Protecting Your Mental Health and Well-Being
nysba.org/events/managing-difficult-clients-and-colleagues-protecting-your-mental-health-and-well-being/
1 CLE credit; Virtual

WEDNESDAY, MARCH 25

NY State Bar (CLE)
Interference with Expectancy of an Inheritance: Florida and New York Perspectives
nysba.org/events/interference-with-expectancy-of-an-inheritance-the-florida-and-new-york-perspectives/
1 CLE credit
Virtual

NY State Bar (Non CLE)
Voices of Impact: Arab Leading Women Driving Change in the Arab Middle East
nysba.org/events/voices-of-impact-arab-leading-women-driving-change-in-the-arab-middle-east/
VirtualInternational Section Executive Leadership Townhall Meeting
nysba.org/events/international-section-executive-leadership-townhall-meeting/
Hybrid: New York City

THURSDAY, MARCH 26

NY State Bar (Non CLE)
The State of Theatrical Releasing in 2026: Dead Man Walking or Innovative Change?
nysba.org/events/the-state-of-theatrical-releasing-in-2026-dead-man-walking-or-innovative-change/
Virtual

FRIDAY, MARCH 27-28

NY State Bar (Non CLE)
2026 Dispute Resolution Section Annual Mediation Tournament
nysba.org/events/2026-dispute-resolution-section-annual-mediation-tournament/
New York City

Opinion: 25-138

« *Continued from page 4*

any proceeding where the judge's impartiality "might reasonably be questioned" (22 NYCRR 100.3[E][1]), including in specific circumstances required by rule or law (see 22 NYCRR 100.3[E][1][a]-[f]; Judiciary Law § 14). Unlike a full-time judge, a part-time judge may practice law, subject to certain limitations (see 22 NYCRR 100.6[B][2]-[4]; Judiciary Law §§ 16-17; 471). For example, a part-time judge must "not practice law in the court on which the judge serves" (22 NYCRR 100.6[B][2]), may not represent clients in matters that "originated in" the judge's court (see e.g. Opinion 12-173), and may not appear before another part-time lawyer judge in the same county (see 22 NYCRR 100.6[B][2]).

1. Client's Current Litigation Adversary

The judge first asks if he/she may preside over small claims actions involving a litigant against whom the judge's law firm, on behalf of a client, has filed a civil action in a different court.

We have advised that a part-time attorney judge need not disqualify in matters involving his/her attorney adversaries, i.e., the opposing counsel who represent clients adverse to the judge's client (see e.g. Opinions 20-48; 92-40).

In our view, there is an important distinction between a part-time lawyer judge's interactions with opposing counsel whose adversarial stance is professional, and a litigant or party who is personally involved in a legal dispute. In Opinion 07-212, where a part-time judge "represent[ed] a client in a civil lawsuit against a defendant" in the defendant's personal capacity as a private individual, we concluded the judge's impartiality "might reasonably be questioned" in all matters involving the client's litigation adversary, including where he/she appeared as a law enforcement officer (see Opinion 07-212). Accordingly, we advised that the judge should disqualify him/herself from those matters, subject to remittal (see id.).

Here, we reach the same conclusion. Thus, the inquiring judge is disqualified, subject to remittal, in all matters involving a judgement debtor against whom the judge's law practice has filed an action, as the judge's impartiality might reasonably be questioned (see Opinion 07-212; 22 NYCRR 100.3[E][1]). We also note that the judge "must adopt reasonable procedures" to avoid conflicts due to his/her law practice (Opinions 22-166; see also Opinion 13-54).

As a reminder, "[w]here a judge knows that a ground for disqualification exists, the judge must disqualify at the outset" and "cannot preside in that matter" unless the disqualification is properly remitted (Opinion 24-164 [citations omitted]). Remittal under Section 100.3(F) is a three-step process that requires the voluntary affirmative consent of the parties and, if represented, their counsel. First, the judge must fully disclose the basis for disqualification on the record. Second, without the judge's participation, the parties who have appeared and not defaulted and (if represented) their lawyers must all agree that the judge should not be disqualified. Third, the judge must independently conclude that he/she can be impartial and be willing to participate in the case. If all three steps are satisfied, the judge may accept remittal of disqualification and must incorporate the parties' and their attorneys' agreement into the record of the proceeding (see Opinion 24-164; 22 NYCRR 100.3[F]).

2. Client's Potential Future Litigation Adversary

The judge asks if it is ethically permissible to preside in small claims actions involving a litigant who may be a defendant in a future lawsuit that the judge's private law firm may file.

Again, a part-time lawyer judge "must adopt reasonable procedures" to avoid conflicts due to his/her law practice (Opinion 22-166; see also Opinion 13-54).

In our view, the inquiring judge need not disqualify himself before an actual conflict has arisen and a lawsuit has been filed.

3. Client Representations Unrelated to Matters Originating in the Town Court

Part-time lawyer judges are permitted "wide latitude in their legal practice as long as they adhere to the Rules Governing Judicial Conduct" (Opinions 24-200; 18-163). Accordingly, we take no position as to whether this judge, in his/her role as a private attorney, may bring civil suits against persons who previously appeared as litigants before the judge in his/her judicial capacity in cases that are no longer pending. Provided the matters are entirely unrelated to matters originating in the town court (see e.g. Opinions 20-172; 13-02; 12-173; Judiciary Law § 16), that question is governed by the Rules of Professional Conduct, which we are not authorized to construe (see Opinions 07-212; 05-30).

Expert Analysis / Outside Counsel

Agreements

« Continued from page 3

similar circumstances. Rochon concluded by noting that "[v]acatur would facilitate settlement and bring this nearly four-year litigation to an end, providing much-needed closure to all parties."

The Second Circuit has also found exceptional circumstances supporting vacatur of an order as part of a settlement, but in a different factual setting than in *Ahmad*. In *Major League Baseball Properties, Inc. v. Pacific Trading Cards, Inc.*, the parties' settlement presented "exceptional circumstances" where both parties made a joint request for vacatur, and where Defendant had agreed to a settlement to avoid the financial consequences of posting a bond or not shipping the disputed baseball cards, which would have been "financially ruinous." 150 F.3d 149, 150, 152 (2d Cir. 1998).

Plaintiffs, who had lost the preliminary injunction ruling that the parties sought to vacate, asked for vacatur to avoid the effect of the district court's decision in future litigation defending its mark against alleged future infringers. In *Microsoft Corp. v. Bristol Technology, Inc.*, the Second Circuit found exceptional circumstances to vacate a punitive damages award where there was doubt about whether the district court (rather than a jury) could make factual findings to support a punitive damages award and a federal court opinion interpreting a Connecticut state statute was "perhaps dispensable." 250 F.3d. 152, 155 (2d Cir. 2001).

> Plaintiffs, who had lost the preliminary injunction ruling that the parties sought to vacate, asked for vacatur to avoid the effect of the district court's decision in future litigation defending its mark against alleged future infringers.

Another court in the Southern District relied on virtually identical reasoning as the *Ahmad* decision. The court noted, as a threshold issue, that the opinion did not involve a novel issue of law or address an issue to be revisited with any regularity. *American Home Assur. Co. v. Kuehne & Nagel* (AG & Co.) KG, No. 06 Civ. 6839, 2010 WL 1946718, at *2 (S.D.N.Y. May 7, 2010). It made the same observation that other courts in the circuit had shown more flexibility where vacatur would bring an end to the tortured history of litigation, nonparties are not affected by vacatur and both parties stipulated to the request for vacatur.

Here, the factors that Rochon did not rely on to grant vacatur under FRCP 60(b) are just as interesting as those she cited. For instance, Rochon did not rely on the parties' arguments that deference to the settlement would conserve judicial resources because it would preclude any appeals as of right by both parties or any additional motion practice. As another district court observed, "[a] settlement agreement will virtually always spare the parties future litigation costs and future uncertainty" and "[i]f the Supreme Court felt these were sufficient justifications for granting vacatur, it would not have held in *Bancorp* that 'exceptional circumstances do not include the mere fact that a settlement agreement provides for vacatur.'" *Lucy v. Bay Area Credit Serv., LLC,* No. 3:10-CV-1024, 2011 WL 13344168, at *2 (D. Conn. Dec. 27, 2011). Similarly, another court rejected the rationale that separate lawsuits could materialize in the future if vacatur were not granted as "unfounded speculation." *Easter Unlimited, Inc. v. Rozier,* No. 18-CV-6637, 2022 WL 4468613, at *3 (E.D.N.Y. Apr. 20, 2022).

Split

« Continued from page 3

that it need not reach the question of whether the SEC was required to show pecuniary harm to obtain disgorgement because the SEC would have met that burden if it had been required to do so. The court reasoned that such harm was established by the fact that investors bought stock at prices inflated by defendants' misconduct. No. 20-cv-01864, 2024 WL 1546917 at *5 (S.D. Cal. Apr. 8, 2024).

On appeal, the Ninth Circuit held that it need not determine whether the SEC showed pecuniary harm because such a showing was not required in the first place. *See Sec. & Exch. Comm'n v. Sripetch,* 154 F.4th 980, 985 (9th Cir. 2025). The court held that while the presence of a victim was required for an award of disgorgement under Liu, that victim need not have suffered any loss whatsoever, let alone a pecuniary one. Rather, it introduced a new analytical construct into the disgorgement debate by holding that "[a]t common law, a claimant seeking disgorgement need only show 'an actionable interference by the defendant with the claimant's legally protected interests."

Notably, while the Ninth Circuit avoided ruling on whether the SEC had shown pecuniary harm, it noted that "the Commission's contention that the investors suffered pecuniary harm merely because they paid artificially inflated prices for securities is in tension with *Dura Pharmaceuticals, Inc. v. Broudo,* 544 U.S. 336 (2005)." That decision, as discussed above, held that when there is a claim of fraud on the market, an "inflated purchase price will not itself constitute or proximately cause the relevant economic loss." *Dura Pharms*., 544 U.S. at 342. As discussed below, the Ninth Circuit's citation of *Dura* may further complicate the path to resolution.

> The court then held that the SEC intended to distribute disgorged funds to them, which would 'do more than simply benefit the public at large—it will remedy a direct harm' to the clients.

The Threshold of Clarity?

The Supreme Court appears ready to resolve the question of whether the SEC may seek disgorgement under 15 U.S.C. 78u(d)(5) and (d)(7) without showing investors suffered pecuniary harm. However, creating a workable disgorgement regime may require answering several other questions along the way:

- Who are "victims" under *Liu?*
- What suffices to show pecuniary harm?
- Can the SEC establish pecuniary harm merely by showing that investors paid prices artificially inflated by a defendant's misconduct, or does the "tension" between this standard and the Supreme Court's decision in *Dura*, as observed by the Ninth Circuit in *Sripetch,* render it unworkable?

To further complicate matters, if the court holds that a showing of pecuniary harm is not required, more questions emerge:

- Is *non*-pecuniary harm required to obtain disgorgement?
- If so, is the Ninth Circuit correct that harm is properly characterized as an actionable interference by a defendant with an offended party's legally protected interests?
- If so, what constitutes a "legally protected interest" and "interference" with that interest?

Guidance by the Supreme Court on these questions could head off a "déjà vu all over again" scenario wherein the High Court speaks authoritatively but without precision, as it did in Liu.

Even if these questions are resolved, another will remain: What about cases that do not involve fraud? The SEC has made a practice of pursuing disgorgement in non-fraud enforcement actions, often where investors have reaped substantial profits and suffered no cognizable harm, such as those stemming from registration violations. Because *Sripetch* involves investor fraud, it is possible that the issue of whether and when the SEC can seek disgorgement in non-fraud contexts will remain unresolved.

Conclusion

Disgorgement is a critical enforcement tool for the SEC. It provides a mechanism for forfeiture of ill-gotten gains unlike civil penalties, which are calculated based on a mix of factors, including whether the alleged wrongdoer is an individual or entity, and the number and nature of violations at issue. The Supreme Court can bring much-needed clarity on the question of whether the SEC must show pecuniary harm to seek disgorgement in enforcement actions. However, in order to settle the disgorgement debate once and for all, it may have to go further and answer a broader range of questions regarding the viability of past precedent, the effect of legislation, and the interpretation of key principles central to the concept of disgorgement.

FCA

« Continued from page 4

ly false certifications to the government and improperly received tens of millions in federal grants when it certified that it would "affirmatively further fair housing" because the county refused to consider race-based impediments to fair housing even though it was required to under federal antidiscrimination laws.

In 2007, the district court declined to dismiss the suit, ruling that federal law required the county to evaluate racial discrimination in its analysis of impediments to nondiscriminatory housing.

By failing to consider racial discrimination to fair housing despite certifying compliance with antidiscrimination mandates requiring as much, the court found that the nonprofit stated viable FCA claims. Following a summary judgment decision mostly favorable to the relators, the Justice Department ultimately intervened and promptly settled the case.

The second housing-related case was brought by relators against the city of Los Angeles in 2011. There, a disability rights advocacy group and a local resident alleged that the city—a recipient of federal housing development funds—knowingly failed to meet federal accessibility requirements under the Americans with Disabilities Act of 1990 and Fair Housing Act despite certifying compliance with those laws. The Justice Department again intervened and, after several years of litigation,*agreed* to a settlement in 2024 under which the city would pay $40 million to resolve the allegations.

Outside of the fair housing context, there are few instances where FCA claims have been based on knowing violations of antidiscrimination laws. In one such case from the mid-2010s, a police officer brought claims against a Massachusetts city and its police department for alleged false certifications of compliance with several antidiscrimination laws, including Title VI mandates by adopting unlawful policing techniques and racially discriminatory employment practices.*U.S. ex rel. Williams v. City of Brockton*, 2016 WL 7429176 (D. Mass. Dec. 23, 2016).

After the Justice Department declined to intervene, the district court found the false certification allegations strong enough to withstand dismissal. Although recognizing that the government's identification of a requirement as a material condition of payment is not "automatically dispositive," the court nevertheless found that the officer adequately alleged materiality of the false certification by relying on the government's grant forms stating that certification of compliance with civil rights laws is "material" to the government's award of funding.

Several years later, the FCA claims were dismissed after extensive discovery. *United States ex rel. Williams v. City of Brockton*, 2020 WL 887706 (D. Mass. Feb. 24, 2020).

This article takes no position on the propriety of various diversity and inclusion initiatives that have been instituted within private businesses. Rather, this piece attempts to provide an overview of how these historical examples may be relevant given the government's evolving enforcement priorities (including the creation of a new*Civil Rights Fraud Initiative* to "utilize the False Claims Act to investigate and, as appropriate, pursue claims against any recipient of federal funds that knowingly violates federal civil rights laws" and which "strongly encourages" whistleblowers to file these types of claims).

These cases underscore that FCA actions based on alleged violations of antidiscrimination laws—particularly citizen suits—are not completely novel, contrary to recent reporting. Each case involved yearslong litigation proceedings and two resulted in eight-figure settlements.

While this liability theory has not been widely embraced in the past and has never been used to challenge corporate activity that raises concerns of discrimination, these cases demonstrate the significant financial risks facing federally-funded businesses. Whether these precedents apply in the context of the government's new approach, which seeks to essentially turn the tables on the thinking underlying these earlier cases, is sure to be a hotly debated point if and when motions to dismiss are filed in any such new FCA litigations.

Court Calendars

First Department

APPELLATE DIVISION

CALENDAR FOR THE FEBRUARY TERM

TUESDAY, FEB. 24

2 P.M.

25/1448(1) People v. Angelo Torres
25/1993 Cheng v. Caban
24/2869(4) W/A., Children
25/208 Payano v. Al Nahshal
24/7722(2) Molina v. Appula Management
24/6569(1) PH-105 Realty v. Elayaan
24/6281(1) PH-105 Realty v. Elayaan
22/4349 People v. Jaquan Moore
21/1191 People v. Raul Deleon
24/4152 Kohl v. Memorial Sloan Kettering
24/6698 AS Helios LLC v. Chauhan
24/7108 Westpoint Home v. Dormify, Inc.
21/15 People v. Erica U.
24/5770 Abrams v. Abrams
18/2352 People v. Ashleigh Wade
24/6492 Walker v. City of NY
24/6858 O'Flaherty v. Columbo
25/4417 Rothman v. Rothman
21/3191 People v. Esteban Villaman Almonte
25/870N May v. Gibbs

WEDNESDAY, FEB. 25

2 P.M.

24/806 People v. Jonathan Alfonso
25/2861 Iglhaut v. City of NY
25/387 L., Esther v. Chaim L.
23/4252 Wilmington Savings v. Brown
25/2757 Serrano v. Athena Properties
21/3431 People v. Barron Williams
23/6819 People v. Anthony White
24/7212(1) Fiondella v. 345 West 70th Tenants
24/6421(1) Fiondella v. 345 West 70th Tenants
25/4773 Matter of Wells Fargo Bank v. HBK Master Fund
25/4075(2) SL 4000 Connecticut v. CBRE
24/6289 De Perez v. Fordham Valentine
24/4374 People v. Gino Sozio
24/6308 Falcao v. MTA
24/7071 HSBC Bank v. Keeling
23/3935 People v. Christopher Harrison
24/6452 Mazzurco v. Broadway 52nd
25/699 Khan v. Khan
19/4291 People v. Adelmir Oliva
25/5270N Gurney-Goldman v. Solil Management

THURSDAY, FEB. 26

2 P.M.

22/1264 People v. Tony Thames
25/4570 Castillo v. Cannon Point South, Inc.
24/7382 V., Liam
25/4913 Nazario v. Bytedance Ltd.
24/2550 Robinson v. Henderson
25/860 10839 Associates v. Big Apple E Time LLC
19/1981(1) People v. Bridgitte Ascencio
24/1557 People v. Manuel Espinoza
25/4354 Seaton v. Babad
25/894 Tower v. Structure Tone
23/3920 People v. Antonio Rodriguez
24/6477 Ortiz v. Fitzgerald
25/4260 E. M., an Infant v. Paulino
24/2903 Trzuskot v. Johnson
24/551 People v. Barron Spruill
25/1478 Menkes v. Mount Sinai Health System
24/6777 People v. Saint Robles
24/365(2) Stile v. C-Air Customhouse
23/2039(2)N Stile v. C-Air Customhouse
25/2132N Diamond Films v. TV Azteca

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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.

TUESDAY, FEB. 24

11 A.M.

818473/22 Capellan v. 35 LLC

WEDNESDAY, FEB. 25

12 P.M.

159863/25 410 West LLC v. Chen

THURSDAY, FEB. 26

10 A.M.

655680/24 O'Sullivan & Associates v. Peconic Sunset LLC
655154/25 BLT Fund 9 v. Karasick

TUESDAY, MARCH 3

9 A.M.

653674/15 35 West Realty v. Booston LLC

10 A.M.

651268/25 Weinberg v. MCG Equity Partners

THURSDAY, MARCH 5

10 A.M.

656622/20 50 Murray St Acquisition v. Ernst Klein 6th Ave. Foods

FRIDAY, MARCH 6

9:30 A.M.

159416/22 Williams v. TopBuild Corp.

1 P.M.

650008/24 NewCo Capital Group v. MCA Resolve

MONDAY, MARCH 9

10 A.M.

29960/19 Perez v. Ali Baba City

TUESDAY, MARCH 10

10 A.M.

651397/21 Beasley v. Bayview Auto Wreckers

11 A.M.

819359/25 Fermin v. Meijia

THURSDAY, MARCH 11

10 A.M.

105170/11 Cenpark Realty LLC v. Marmelstein

MONDAY, MARCH 16

10 A.M.

653552/24 Mt. Arlington BH v. Mt. Arlington Equity

FRIDAY, MARCH 20

10 A.M.

158678/20 Buitrago v. 600 Broadway Partners

THURSDAY, MARCH 26

10 A.M.

150713/24 Szalkiewicz v. Liu

FRIDAY, MARCH 27

12 P.M.

30534/19 Wagner v. Robinson

APPELLATE TERM

60 Centre Street
Room 401

10 A.M.

Commencing with the January 2026 Term, all oral arguments at the Appellate Term, First Department will be in person. Counsel and pro se litigants also have the option to submit.

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

New York County

SUPREME COURT

Ex-Parte Motion Part And Special Term Part

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

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

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

IAS PARTS

1 Silvera: 300 (60 Centre)
2 Sattler: 212 (60 Centre)
3 Cohen, J.: 208 (60 Centre)
4 Kim: 308 (80 Centre)
5 Kingo: 320 (80 Centre)
6 King: 351 (60 Centre)
7 Lebovits: 345 (60 Centre)
8 Kotler: 278 (80 Centre)
9 Capitti: 355 (60 Centre)
11 Frank: 412 (60 Centre)
12 Stroth: 328 (80 Centre)
13 Schumacher 304 (71 Thomas)
14 Bluth: 432 (60 Centre)
15 Johnson: 116 (60 Centre)
17 Hagler: 335 (60 Centre)
18 Tisch: 104 (71 Thomas)
19 Sokoloff: 540 (60 Centre)
20 Kaplan: 422 (60Centre)
21 Tsai: 280 (80 Centre)
22 Chin: 136 (80 Centre)
23 Schumacher 304 (71 Thomas)
24 Katz: 325 (60 Centre)
25 Marcus: 1254 (111 Centre)
26 James, T.: 438 (60 Centre)
27 Dominguez: 289 (80 Centre)
28 Tingling: 543 (60 Centre)
29 Ramirez: 311 (71 Thomas)
30 McMahon: Virtual (60 Centre)
32 Kahn: 1127B (111 Centre)
33 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 Clynes: 232 (60 Centre)
41 Moyne: 327 (80 Centre)
42 Morales-Minera: 574 (111 Centre)
43 Reed: 222 (60 Centre)
44 Pearlman: 321 (60 Centre)
45 Patel: 428 (60 Centre)
46 Latin: 210 (71 Thomas)
47 Goetz: 1021 (111 Centre)
48 Masley: 242 (60 Centre)
49 Chan: 252 (60 Centre)
50 Sweeting: 279 (80 Centre)
51 Headley: 122 (80 Centre)
52 Sharp: 1045 (111 Centre)
53 Borrok: 238 (60 Centre)
54 Schecter: 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 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

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

Motion Calendar Key:

ADJ—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, FEB. 23

Submission

1 101182/25 Abreu v. Dept. of Health - Vital Statistic in NYC
2 101182/25 Abreu v. Dept. of Health - Vital Statistic in NYC
3 101182/25 Abreu v. Dept. of Health - Vital Statistic in NYC
4 151448/25 D. Boral Capital LLC v. Mobiv Acquisition Corp. Et Al
5 101009/25 Miller v. Saints Joachim & Anne Nursing & Rehabilitation Center
6 100272/24 Rodriguez v. Edward A. Caban
7 101002/23 Santiago v. Sergeyev

TUESDAY, FEB. 24

Submission

1 101150/25 Best v. NYCHA - Grant Houses
2 150757/25 Concepcion v. Even Pine Union Propco LLC. Et Al
3 100011/26 Etheridge v. Maeroff
4 100927/25 Holland v. NYC Dept. of Social Services (hra/dhs)
5 100166/19 Maounis v. Namhi Lee
6 100166/19 Maounis v. Namhi Lee
7 100934/25 Wright v. NYC Dept. of Homeless Shelter

WEDNESDAY, FEB. 25

Submission

1 315097/11 Mastrantonis-Thaten v. Thaten
2 101345/25 Meyer v. NYCTA Transit Adjudication Bureau
3 100036/26 Rodriguez v. N.Y.C. Dept. of Health And Mental Hygiene

Paperless Judge Part

MONDAY, FEB. 23

166754/25 140ny LLC v. Chiropractic Spinal Assessments
160329/21 154 E. 62 LLC v. Normanus Rlty. LLC
651124/25385 Fifth Ave. LLC v. Pnk N Blue Inc Et Al
650231/2545 B'way. Owner LLC v. Seabridge Chartering LLC Et Al
850389/24512 W. 167 Capital LLC v. Santos
650432/2652 Charles St. Lending LLC v. Estate of Jacob Frumkin
151329/26 Abramowitz v. NYC Et Al
654374/24 Acceleprise Accelerator Fund III v. Alethea Tech Pte Ltd.
153170/25 Acosta Quitan v. 88 Tower 2 LLC Et Al
162350/25 Advantis Credit Union v. Bashir
650202/26 Alphasense v. Richards
154445/24 Alvarez Ramirez v. Anthony T. Rinaldi
159152/23 American Express Travel Related Services Co., Inc. v. Cim Group
159392/21 Arias v. NYCHA Et Al
160814/25 Avis Budget Group, Inc. Et Al v. Coburn
153130/22 Barbizon 2007 Group Ltd Et Al v. The Board of Mgrs. of The Barbizon/63 Condominium Et Al
166050/25 Bear House Owners Corp. v. Aarco Contracting LLC
164051/25 Blue Rock Capital v. Good News Group
153289/19 Board of Mgrs. of The v. 141 East 88th St.
150187/24 Board of Mgrs. of The 100 West 93 Condominium on Behalf of Its Unit Owners v. Slavutsky
150036/24 Bontempo v. Gopuff Health
150498/26 Brenner v. Brenner
155727/19 Burgin v. 25-16 37 Ave Owners
156188/24 C. v. NYC Et Al
161371/23 Cartagena v. NYCTA Et Al
653435/22 Charter Communications Operating v. Sonus Networks, Inc. Et Al
163293/25 Chatterjee v. NYC Dept. of Housing Preservation And Dev.
659297/24 Cheyne European Strategic Value Credit Raif - Cheyne European Special Situations Fund Et Al v. Hunkemoller Int'l Bv Et Al
452288/25 NYC v. Ali
653200/25 Collective Brilliant LLC v. Ez Star Corp. Et Al
450890/24 Cotter v. Donlen Trust Et Al
151477/20 Couvertier v. NYC Et Al
805400/21 D.B. v. Ribaudo M.D.
154614/25 Daniel v. Terence Cardinal Cooke Health Care Center Et Al
156974/22 Delegal v. NYC Et Al
160856/24 Delmonico v. Eastern Venture LLC Et Al
152545/25 Demaria v. Sapphire NY
157058/23 Diehl And Diehl Corp. v. Shorty's Clinton LLC Et Al
159109/25 Doe v. Greenberg
656697/25 Employers Ins. Co. of Wausau Et Al v. Rom Reins. Mgt. Co., Inc Et Al
153713/24 Enrique Riquiac Panjoj v. NYC Et Al
659735/25 Evergreen Shipping Agency (america) Corp. v. Glovista Investments
157670/21 Figueiredo v. 79th Owner LLC Et Al
656614/22 Flores v. Dinosaur Restaurants
156522/24 Fora Financial Asset Securitization 2021 v. Noures Food Corp. Et Al
151812/25 Fora Financial Asset Securitization 2021 v. S M Sheetmetal Corp Et Al
155741/24 Fora Financial Asset Securitization 2021 v. T. Carrillo Funeral Service
656325/25 Fora Financial Warehouse 2024 v. Obrien Const. Mgt. LLC D/b/a O'Brien Const. Mgt. Et Al
154781/24 Fora Financial Warehouse v. Fresh Produce Essentials Corp. Et Al
160541/19 Fukuyama v. Doe
151395/20 Gamble v. Cpv Valley
153639/20 Garvey v. Governors Island Corp.
163712/25 Gliwa v. Pro-One Logistics Inc. Et Al
157697/22 Glover v. Central Harlem Housing Dev. Fund Co. Inc.
659550/25 Goanna Capital Private Tech. II Lp v. Blair
152325/23 Goberman v. Mulvey
166130/25 Gonen v. NYC Police Dept. Et Al
154794/24 Goodine v. Arboleda
805300/23 Green v. The Mount Sinai Hosp. Et Al
160216/25 Grullon v. 156 William St. Owner LLC Et Al
160275/25 Hartigan v. Yorkville Rlty.
155031/25 Hereford Ins. Co. v. Frias
659219/25 Heritaje Homes LLC Et Al v. 233 West 125th St. Danforth LLC
152895/25 Hertz Vehicles v. Keizer Jr
151760/25 Horowitz v. Henley
654186/25 Hsbc Uk Bank Plc v. 809 Meadow Lane LLC Et Al
653209/25 Hunter Roberts Const. Group LLC Et Al v. Travelers Prop. Casualty Co. of America Et Al
450411/26 in The Matter of The Application of Kimberly Fusco v. Teachers Retirement System of NYC Et Al
656051/25 J.S. Held LLC v. Rnn
153989/23 Jarrin v. West Side 11th & 29th LLC Et Al
659185/25 John Hancock Life And Health Ins. Co. Et Al v. Nyi-Sirius LLC Et Al
655593/24 Kang Irrevocable Trust Ex Rel. Yong Kang v. Dolgopolova
152079/23 Kim v. The New School Univ.
805124/24 Kleiner v. NYCH&HC Corp. D/b/a Harlem Hosp. Center
159861/22 Koller v. NYC Et Al
153291/21 Lamonica v. Lendlease (us) Const. Lmb, Inc. Et Al
150806/25 Law Office of Jack Jaskaran v. NYC Police Pension Fund Et Al
153100/23 Life Ins. Fund Elite v. Hamburg Commercial Bank Ag Et Al
654200/25 Lin v. Famous Sichuan NY Inc. Et Al
154762/23 Liu v. Pv Hldg. Corp. Et Al
850485/25 Loan Funder LLC v. Continental 21r LLC Et Al
151053/23 Lowe v. Esplanade Gardens
151019/26 Mancino v. NYCTA
159415/22 Martinez v. Sephardic Home For The Aged Foundation Et Al
159361/19 McBurney v. NYC Et Al
161055/23 Mejia Nunez v. Jrm Const. Mgt. LLC Et Al
158235/21 Mendez Fernandez v. Project 19 Highline
151328/20 Mercado v. 605 Third Ave. Fee
151126/23 Millan v. Nozil
152639/22 Molina Zambrano v. West 96th Fee Owner LLC Et Al
850447/25 Nationstar Mortgage LLC v. Covington
651623/25 New Balance Athletics, Inc. v. Jerr Shoes, Inc.
452461/25 NYCHA v. Chadwick
452785/25 NYCHA v. Lilly
653072/25 NY Quality Healthcare Corp. v. Actavis Holdco U.S., Inc. Et Al
159906/22 Ng v. NYC
152586/23 Normanus Rlty. LLC v. 154 E. 62 LLC
159698/22 Nyack v. NYC Et Al
805260/23 O'Toole v. Gorenstein Md
150679/26 Odierno v. NYC Et Al
157671/19 Pauliah v. Memorial Sloan Kettering
165023/25 Pennrose NY Developer v. NYC Et Al
654287/25 Perez v. The Board of Mgrs. of The Langston Condominium Et Al
656332/25 Pfvi LLC v. Skybell Technologies, Inc.
154344/23 Polanco v. Pc Richards Et Al
656626/20 Porsche Cars North America v. Jrm Const. Mgt.
150672/25 Press v. Harris
652417/25 Privilege Underwriters Reciprocal Exch. v. Sheena
659595/25 Professional Sports Publications, Inc. v. Sheet Metal Workers' Int'l Assoc.
160607/21 Pucha v. Urban Atelier Group
152457/19 Q. J. v. Ps 11 A/k/a The William T.
659443/25 Quantum Concept, Inc. v. Basile Design, Inc. Et Al
654919/23 Re-Steel Distribution Co., Inc. v. New Major Bldg. Supply
659646/24 Robbins v. McGinnis
159612/24 Robinson v. 1and8 Inc. D/b/a Museum of Ice Cream
158328/23 Robinson v. Leon

152341/25 Rockfeld Group One Madison LLC v. Hershman
154299/22 Rosner v. Caputo
155986/24 Rubin v. Morrison & Foerster Et Al
850649/23 Santander Bank v. Karamahmutoglu
452355/25 Santos v. 3050 Rlty. LLC Et Al
154892/25 Sheikh v. Calderon
159283/20 Simpson v. Beacon B'way. Co.
151809/20 Sinchi v. NYC
650381/26 Square Funding LLC v. Canuhearwell Hearing Services
152056/22 St. Germain v. NYC Et Al
158477/25 State Farm Fire And Casualty Co. v. Savage
659312/24 Stewart Title Ins. Co. v. Lebow Esq.
655840/24 Stout Risius Ross v. Southern Coker Power
163354/25 Straus v. Straus
656619/25 Tasty Brands v. Avanti Food Corp.
150358/21 The Board of Mgrs. of Cove Club Condominium v. Jade Car Park
450040/23 The People of The State of NY By Letitia James v. Mashinsky
452784/23 The People of The State of NY v. Gemini Trust Co.
160478/23 Thompson v. Terence Cardinal Cooke Health Care Center
162327/14 Toktassynova v. Victor
850032/25 U.S. Bank Trust Co. v. Tientcheu Schwartz Ltd Liability Co Et Al
651955/22 U.S. Fire Ins. Co. v. Hudson Machine Works, Inc. Et Al
157137/25 Unitrin Safeguard Ins. Co. v. Henderson Md
151939/25 Vallejo-Rosero v. Hing Sing Trading Inc.
805184/22 Westley v. Lenox Hill Hosp. Et Al
157328/23 Wilson v. Liang
655646/25 Win Prop. Mgt. LLC v. Final Frame LLC
166218/25 Woodside Credit v. Boniel

TUESDAY, FEB. 24

653723/23 303 East 37th St. Owners Corp. v. Strathmore Ins. Co.
652841/25 380-382 E. 10th LLC v. Pearl & The Beast, Inc. Et Al
158639/21 50 West Eunsook C.K. Corp And Daniel Chu v. Illest-Rated Entertainment Inc. D/b/a The Mes Hall, Christopher Vinson And Pinecrest Bay Properties, Inc.
850321/23 57th St. Vacation Owners Assoc., Inc., By And Through Its Board of Directors v. Fleischmann
850145/23 57th St. Vacation Owners Assoc., Inc., By And Through Its Board of Directors v. Hasegawa
157225/22 Acosta v. NYC Et Al
161197/17 Adamick v. Metro. Pavilion
805482/23 Amerasinghe v. Lederman M.D.
158192/25 American Express Nat. Bank v. Mc Bain
850459/25 Anemoi Zephyrus LLC v. Josef
653390/24 Art Lending, Inc. v. Rose
950122/20 Bambace v. The Archdiocese of NY Et Al
150133/26 Ban The Bar Coalition Et Al v. The NYS Liquor Auth. Et Al
161601/24 Belgrove v. NYC Et Al
450512/26 Bethelmy-Stanislaus v. Cenlar Et Al
155869/18 Bresac LLC v. Liss
652825/23 Century Indemnity Co., As Successor To Cci Ins. Co., As Successor To Ins. Co. of North America And As Successor To Indemnity Ins. Co. of North America Et Al v. The Archdiocese of NY Et Al
452059/25 NYC v. Eisner
153525/20 Cna Ins. Co. v. 225 Fourth LLC
451671/24 Comm'rs. of The NYS Ins. Fund v. Riverside Syndicate, Inc. Et Al
155650/20 Cosenza v. NYC
151919/24 Cuartas v. Prep Kitchen
154553/21 Cuello Carrasco v. NYCTA Et Al
805332/21 De La Rosa v. New York-Presbyterian Weill Cornell Medical Center Et Al
160537/21 De Leon Minaya v. Randi Mgt. Co. LLC Et Al
850447/23 Deutsche Bank Nat. Trust Co. v. Salgado
161588/24 Distefano v. Studio Fuda LLC
162733/25 Doe v. Barnard College
162720/25 Doe v. Barnard College
656053/25 Drop A Piano Prod.ions Et Al v. Night Comes Prod.ions Inc. Et Al
155078/22 Dudley v. NYC Et Al
651794/24 Duffin v. Murray Hills Enterprises D/b/a Cask Bar & Kitchen
161403/18 Dykes v. 13-17 Laight NY LLC
655350/17 Elhanani v. Kuzinez
160865/21 Fermin v. Lic Dev. Owner
151590/26 Fiallos v. Samuels
162162/23 Golden Ins. Co. v. Vogrin & Frimet
805184/17 Green v. Harlem Hosp. Center
152861/23 Grillo v. West 66th Investor LLC Et Al
150763/21 Grove v. Jimbo's Hamburger Pl.
100269/23 Gu v. Uber Technologies Inc.
159711/24 Hassett v. Cartiga
161721/24 Heredia v. Conoscente
153683/20 Hernandez v. Extell Dev. Co.
850082/23 Hny Club Suites Owners Assoc. Inc., By And Through Its Board of Directors v. Manning
151036/23 Hodge v. Lunger
162074/23 Horowitz v. Ronny's Bay LLC Et Al
150623/26 in The Matter of The Application of v. Murphy
650924/25 Integon General Ins. Corp. Et Al v. Davitashvili
151443/18 Jimenez v. St. Nicholas Ave. Housing
111880/11 Kenan v. Blit
156042/18 Kenan v. NYC
190314/23 Kenel v. 3m Co. Et Al
850386/25 Landesbank Hessen-Thuringen Girozentrale v. 29 West 34 Owner LLC Et Al
655432/24 Liberty Mutual Ins. Co. Et Al v. Reece
850683/23 Loan Funder LLC v. 236 West One Enterprises Inc. Et Al
656571/25 Lopez Montes v. 11 Hanover Group LLC. Et Al
850433/23 M&T Bank v. Kushner
190022/24 McCurry v. 3m Co. Et Al
450036/26 Metro. Transportation Auth. v.
154844/25 Molina Arrayago v. Interactive Brokers LLC
150804/25 Mounce v. Data For Black Lives, Inc. Et Al
152401/24 Mundell v. Natsios-Mundell
450521/25 NYCHA v. Ironshore Specialty Ins. Co.
653072/25 NY Quality Healthcare Corp. v. Actavis Holdco U.S., Inc. Et Al
153171/18 NYCTL 2017-A Trust And The v. 104-106 West 132 St.
165532/25 O'Donnell v. Tucker
153379/25 Olmo v. Charris Const. Corp Et Al
655333/25 Pac Western Financial v. Richardson
156149/16 Parker v. NYC Fire
151658/24 Paulino v. Ch 150 Hldgs.
158611/24 Pinos v. NYC Et Al
158446/21 Quintana v. 200 Sja Montague LLC Et Al
452034/25 Reyes v. Metro. Transportation Auth. Et Al
150798/26 Riley v. Site 14 Apt. Corp.
161460/25 Rocco Agostino Landscape & General Contractor Corp. v. NYC (dept. of Parks & Recreation)
654347/25 Royal Poinciana South v. Solomon
154316/18 Santana v. Skanska USA
160764/21 Scanga v. Fountains-Clove Road Apts., Inc. Et Al
656602/25 Shah v. Sutton Manor Apts., Inc. Et Al
151099/25 Shugan v. West Lake 127-129 Second Ave. LLC
850037/25 Sig Cre 2023 Venture LLC v. West 13th Retail
101127/24 Siomkos v. Trinh
157157/18 Skisdopolus v. 18 East 41st St.
805007/24 Smith v. Nadya Swedan
155708/22 Soto v. Superpark Rlty.
653590/25 Starr Indemnity & Liability Co. v. Queens County Carting, Inc. Et Al
151171/24 State Farm Mutual Automobile Ins. Co. v. All City Family Healthcare, Inc. Et Al
150080/26 Taddeo-Waite v. Rosenberg
156777/25 Tbf Financial v. Bracken
653613/24 Tcw Group, Inc. Et Al v. Ravich
452307/23 The People of The State of NY v. Vantage Travel Services, Inc. Et Al
166296/25 Thorson v. Bddw Design
190165/24 Torres v. Avon Prod.s, Inc. Et Al
157363/21 Travelers Excess And Surplus Lines Co. As Subrogee of Ghc Properties, Inc. And All Other Insureds Under Policy Number Ktq-Cmb-Or60545-A-20 v. Signature Plumbing Specialties LLC
655638/24 Tremont Electric Co., Inc. v. J. United Electrical Contracting Corp. Et Al
652095/25 Tsung Tsin Assoc., Inc. v. NY United Chinese Memorial Fund, Inc.
150481/25 Tualumbo v. 217 W85
850164/23 U.S. Bank Na v. Simpson
810144/12 U.S. Bank v. Kim
151670/25 Vaida v. Luchs
151578/22 Vial v. Paragon Jv Prop III LLC Et Al
154246/19 Villalta Rios v. Queens Fresh Meadows LLC
151554/24 Watt v. Bp Prods. North America Inc. Et Al
654056/24 Wax LLC v. Dezer Properties 151 LLC Et Al
159271/22 Wilk v. Tenth And 51st Housing Dev. Fund Co., Inc. Et Al
157015/24 Wong v. McGowen
155013/22 Zambrano v. Jamestown Ots
157418/22 Zarkowski v. NYC Et Al
157440/25 Ziarek v. Moinian LLC D/b/a The Moinian Group Et Al

WEDNESDAY, FEB. 25

654984/25 150 William St. Associates Lp v. Pride Optique LLC Et Al
655756/25 3921 Crescent LLC v. Evangel Church F/k/a Gospel Tabernacle-Pentecost, Inc. Et Al
656256/25 44-45 B'way. Leasing Co., LLC v. Butt
152516/25 Abou Serie v. X. R. Happy Tour Inc. Et Al
452091/25 Abralava v. Zefaj
150664/22 Aitabdellah v. Diamond
151414/26 Alba v. NYS Dept. of Taxation And Finance
162196/24 American Express Nat. Bank v. Nelson
157736/22 Anil v. NYC Et Al
158297/19 Ansari v. Century Elevator Maint.
950063/19 Ark77 v. Archdiocese of NY
450223/26 Atwell v. NYC Dept. of Housing Preservation And Dev.
154356/18 Barry v. Coulibaly
650873/24 Berkshire Hathaway Specialty Ins. Co. v. Structuretech New York, Inc. Et Al
164811/25 Boffi U.S.A., Inc. v. Grand Loft Corp.
162470/25 Buchanan v. Lam Gen 25 LLC Et Al
655993/25 Butler v. Mount Sinai Health System
654504/25 Butler v. Panagios Mep Corp. Et Al
159919/22 Campbell v. Gill
659906/25 Cates v. Morgan III
654339/22 Chef Michael Barton Restaurant v. Knapp
451978/19 NYC v. 341 East 6th St. Rlty. LLC
161418/25 Collins v. Collins
950312/21 D.W. v. Archdiocese of NY Et Al
162360/24 Davis v. NYC Et Al
151908/19 Emmett v. Lincoln Center For The
157364/20 Espinal Cabrera v. 50 Hymc LLC
850445/25 Flagstar Bank v. 285 Fiya Partners LLC Et Al
654249/25 Fora Financial Warehouse v. 180 Leverage LLC Et Al
160777/20 Fryar v. St. Paul Community Church Et Al
655958/25 Fuzzy Bunny, Inc. v. Sony Music Entertainment, Inc.
805284/15 Genieve Gayle Thomas v. Brian Kim
160413/24 Goldberg Segalla Llp v. Ethan
161327/24 Gomez v. 235 West 107th St. Housing Dev. Fund Corp. Et Al
158810/23 Grullon v. Maggio Rlty. LLC
161965/24 Harrington v. 40 Broad St. Condominium Et Al
159422/25 Hereford Ins. Co. v. Lopez
159168/25 Hertz Vehicles, LLC, And All of Its Affiliates And Subsidiaries, Including But Not Ltd. To The Hertz Corp., And Hertz Co. v. A & G Life Care Inc. Et Al
655804/24 Highpoint Associates V v. Long Teng USA II, Inc. Et Al
654450/25 Hk Prop. Dev. LLC Et Al v. 111 Hudson St. Condominium Et Al
659570/25 Hudson Bay Capital Mgt. v. Mountain State Energy Hldgs. LLC Et Al
650811/26 in The Matter of The Application of Mg LLC D/b/a Tranzact. v. Boldr, Inc.
154974/25 Incorvaia v. Continental Stock Transfer & Trust Co. Et Al
659320/25 Itria Ventures LLC v. G3 Environmental Const. LLC Et Al
655874/25 J.A.G. Custom Group Inc. v. 56 East 66th St. Residence
656231/25 Jajaja 150 LLC Et v. The Board of Mgrs. of 150 Rivington Condominium
450694/26 James v. D Landcare LLC
160265/18 John A. Healy And Valeria v. Settle
158194/25 Juntamay v. Sangare
659091/25 Jurysta v. 254 Park Ave. South LLC
659833/25 Linda M. Freedman, As General Partner of And on Behalf of Franklin Hldg. Co., Windshire Apts., Belkar Hldg. Co., And Rsr Hldg. Co., Et Al v. Weber
161567/25 Logan v. Pinnacle Exposition Services LLC Et Al
190237/25 Lorenzo v. A.O. Smith Corp. Et Al
655051/25 Lynn Occhipinti v. Yastremska
153073/23 Malluk v. Rxr 1330 Owner LLC Et Al
154560/24 McIntosh v. NYCTA Et Al
952261/23 McKee v. Cosby Jr.
650007/26 Miklosopa Inc. v. Wolfpack Financial Inc., Et Al
159240/20 Mostafa v. Beacon Const.
151256/26 Mullkandov v. NYC Dept. of Social Services
163953/25 Murillo v. Board of Education of The City School Dist. of NYC Et Al
155397/20 Neal v. Extell Dev. Co.
156409/24 Ngo v. B & H Foto & Electronics Corp. Et Al

Court Calendars

COURT NOTES

NEW YORK STATE BOARD OF LAW EXAMINERS

Appointment of New Executive Director

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

FIRST DEPARTMENT

Appellate Term

Filing Dates for the April Term

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

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

The Clerk's Return, Record on Appeal, Appendices, Notice of Argument and Appellant's Briefs must be filed on or before February 11, 2026.

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

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

NEW YORK COUNTY

Supreme Court - Civil Term

Judicial Assignments and Reassignments

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

Assignments and Reassignments:

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

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

Hon. **Brendan T. Lantry** has joined the Court and is assigned to General IAS Part 46. Justice Lantry will assume Hon. **Richard G. Latin**'s inventory. Justice Lantry's courtroom and chambers will be located at 71 Thomas Street, Room 103. The Part phone number is 646-386-3279. The Chambers phone number is 646-386-4945.

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

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

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

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

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

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

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

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

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

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

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

Hon. **Anar Rathod Patel** remains assigned to Commercial Division Part 45. Justice Patel's courtroom and chambers will remain located at 60 Centre Street, Courtroom 428, and Chambers has moved to Room 512. The Part phone number, 646-386-3632, and the Chambers phone number, 646-386-3234, remain unchanged.

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

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

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

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

NEW YORK STATE COURT OF APPEALS

Court To Hear Arguments in the Bronx in March

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

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

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

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

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

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

UNIFIED COURT SYSTEM

Advisory Committee on AI and the Courts Issues Inaugural Annual Report

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

Drawing on the diverse expertise of its 40-plus members, the Advisory Committee on Artificial Intelligence and the Courts thoroughly explored the opportunities AI presents to improve efficiency, enhance legal services, and expand access to the courts, while also confronting the serious risks it poses, such as bias, misinformation, and threats to confidentiality and due process.

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

Among the highlights contained in the report are:

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

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

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

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

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157316/23 Novoa Toquica v. Metro. Transportation Auth. Et Al
155302/22 Ovalle v. 551-565 West 190 Prop. LLC Et Al
159493/23 P v. Hiltzik
653856/25 Pahrand v. Durrani
159221/24 Palisades Ins. Co. v. Active Life Chiropractic
651264/25 Pamela Love Consulting LLC v. The Bathing Club LLC Et Al
156080/25 Randolph Associates v. Munn
190212/24 Rodriguez v. 3m Co. Et Al
157606/21 Romanelli v. NYC Comm. on Human Rights
152409/25 Rosado Gilbert v. NYC Et Al
152176/25 Rosado v. Dave Friedman 2
654762/25 Sampedro v. Shr Group, Inc. Et Al
155385/24 Santander Bank v. Hidden Owl LLC D/b/a Lavitta's Et Al
150278/24 Schor v. Go Covenant LLC Et Al
159399/25 Shauntea Weaver v. Connors
450610/19 Sherling v. NYCTA
850352/24 Sig Cre 2023 Venture LLC v. Residential Industries II LLC Et Al
161859/25 Smith v. NYC
164558/25 Smoke Scene Inc. v. NYC Office of Administrative Trials And Hearings Et Al
651346/24 Starr Surplus Lines Ins. Co. v. Swati Enterprises, Inc.
152739/25 State Farm Mutual Automobile Ins. Co. v. Davis
652444/24 Superhero Acquisition Corp. v. Medmen Enterprises Inc. Et Al
165736/25 Syed v. Hellman & Friedman LLC
651888/24 Tessler v. Hager
659146/24 The Board of Mgrs. of The Kingsley Condominium v. Kahiri
165110/25 U.S. Bank Nat. Assoc. D/b/a Elan Financial Services v. Kamara
850240/14 U.S. Bank Nat. Assoc. v. Elizabeth Hazan
850004/24 U.S. Bank Trust Nat. Assoc. v. Ben Fredj
655895/25 Univ. Settlement Society of NY v. Hova Contracting Corp. Et Al
150243/26 Vox Funding LLC v. Charles Schwab & Co., Inc. Et Al
152278/25 Wallace Campus Mgr. v. Pfanner
160978/25 Wanyoike v. The Cava Group, Inc. Et Al
164002/25 Williams v. Board of Elections of The State of NY Et Al
153524/19 Yanza v. Delwong Design & Properties
150142/26 Yevoli v. Bischoff
156964/23 Zamir v. Board of Mgrs. of The Towers on The Park Condominium Et Al

E-Filing Submission Part

Adjourned for Working Copies Part

Part 1

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

MONDAY, FEB. 23

154212/15 Rowe v. Carefree Alarms

TUESDAY, FEB. 24

952182/23 Doe v. Beth Israel Medical Center Et Al
161403/18 Dykes v. 13-17 Laight NY LLC
952140/23 Lk Jane Doe 1 v. Mount Sinai Beth Israel Et Al
952141/23 Lk Jane Doe 2 v. Mount Sinai Beth Israel Et Al
952179/23 Lk Jane Doe 3 v. Mount Sinai Beth Israel Et Al
952056/23 Rajaraman v. Bass

WEDNESDAY, FEB. 25

160121/23 Acosta v. NYCHA
158819/23 Almanzar v. The NYCHA Et Al
157907/20 Guzman v. The NYCHA
158275/23 Lyons v. NYCHA
160673/24 Mallison v. NYCHA Et Al
160517/18 Pecoraro v. NYC
158343/21 Thompson v. NYCHA
158109/22 Wilson v. The NYCHA Et Al

Part 2

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

MONDAY, FEB. 23

655177/23 Gal Group Inc. v. Tea Bistro Inc.

Motion

655177/23 Gal Group Inc. v. Tea Bistro Inc.

TUESDAY, FEB. 24

653974/22 368 Amsterdam Ave. LLC v. The Morgan Condominium Et Al
654743/21 373-381 Pas Associates v. Recruiting Resources
650082/24 706 Rlty. Corp. v. Amsterdam Finest Taste And Organic Deli And Grill Corp. Et Al
451370/24 Assurant Global P&C Claims A/s/o Shameeka Harris v. Lamar
154272/23 Ayala v. Neslo Industries, Inc. Et Al
160560/22 Barros v. Bokonos 243
151012/20 Blinbaum v. Chan
160557/15 Board of Mgrs. of The v. 3 East 75a LLC
652825/23 Century Indemnity Co., As Successor To Cci Ins. Co., As Successor To Ins. Co. of North America And As Successor To Indemnity Ins. Co. of North America Et Al v. The Archdiocese of NY Et Al
160533/24 D. v. Dalessio
161588/24 Distefano v. Studio Fuda LLC
155528/20 E.Z.Lor Rlty. LLC Et Al v. Narkis
155714/20 E.Z.Lor Rlty. LLC Et Al v. Narkis
653657/23 Et Crestview Leasing v. Maguire
653316/22 First Mercury Ins. Co. v. Crc Associates Inc. Et Al
652155/22 Hove v. Ameriquest 11 LLC Et Al
653759/21 Jin v. Pipestone Payments Inc Et Al
157800/22 Lamar v. Renaissance Housing Dev. Fund Corp. A/k/a Renaissance Hdfc A/k/a Renaissance Housing Dvlp Et Al
652968/23 Lawrence v. Nucor Const. Corp.
650693/18 Liberty Const. Supply v. Queen Bea 40-20 LLC
153774/23 Maguire v. Et Crestview Leasing LLC
161002/22 Makarewicz Design Ltd. D/b/a Mdl Solutions v. Jdp Mechanical, Inc. Et Al
453035/22 Meadows v. Morris
450036/26 Metro. Transportation Auth. v.
654745/22 Nat. Interiors, Inc. v. Cny Const. 701 LLC
655693/18 Newport East Inc. v. Sviba Floral Decorators, Inc.
151873/20 Oguz Akin v. 389 East 89th St. Condominium Et Al
651310/20 Robert Moskowitz As Trustee v. Tishman Const.
157946/21 Sapp v. Esplanade Gardens, Inc. Et Al
154705/23 Schoenkin v. Harbor House Owners Corp.
151987/24 Taveras v. Taveras
152766/22 Teague v. Immanuel Evangelical Lutheran Church
155038/25 The Board of Mgr. of The Morgan Condominium v. 368 Amsterdam Ave. LLC Et Al
158156/22 The Board of Mgrs. of The Sutton Condominium v. Toll First Ave. LLC Et Al
153908/22 The Murray Hill Terrace Condominium v. 3rd & 36th LLC Et Al
655860/20 Zar Ventures LLC v. Blue Sky Equities L.L.C.

Motion

650082/24 706 Rlty. Corp. v. Amsterdam Finest Taste And Organic Deli And Grill Corp. Et Al
652155/22 Hove v. Ameriquest 11 LLC Et Al
652968/23 Lawrence v. Nucor Const. Corp.
453035/22 Meadows v. Morris
651310/20 Robert Moskowitz As Trustee v. Tishman Const.
157946/21 Sapp v. Esplanade Gardens, Inc. Et Al
151987/24 Taveras v. Taveras
152766/22 Teague v. Immanuel Evangelical Lutheran Church
155038/25 The Board of Mgr. of The Morgan Condominium v. 368 Amsterdam Ave. LLC Et Al

WEDNESDAY, FEB. 25

157767/22 133 Second Ave. LLC v. Kum Yeung
656141/17 175 West 95 Owner LLC v. Moss
650873/24 Berkshire Hathaway Specialty Ins. Co. v. Structuretech New York, Inc. Et Al
655804/24 Highpoint Associates V v. Long Teng USA II, Inc. Et Al
650099/23 Home Bay Trading Corp. v. New Perfect Star Inc. Et Al
151732/22 Jeremiah Hardy v. 595 Baltic Asset LLC
657323/17 Martin v. Sahgal
652186/15 New Thinking Fashion USA, Inc. v. Zg Apparel Group
653646/23 The Board of Mgrs. of 25 Prince St. Condominium v. NYC Prince Hldgs. LLC Et Al

Motion

650099/23 Home Bay Trading Corp. v. New Perfect Star Inc. Et Al
652186/15 New Thinking Fashion USA, Inc. v. Zg Apparel Group
653646/23 The Board of Mgrs. of 25 Prince St. Condominium v. NYC Prince Hldgs. LLC Et Al

Part 3

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

MONDAY, FEB. 23

659550/25 Goanna Capital Private Tech. II Lp v. Blair
654784/23 Greylag Goose Leasing 1410 Designated Activity Co. Et Al v. Chubb European Group Se Et Al
654186/25 Hsbc Uk Bank Plc v. 809 Meadow Lane LLC Et Al
654537/20 Men of Steel Enterprises v. Bespoke Harlem West
653776/24 The Doctors Co. v. Guy Carpenter & Co., LLC

Motion

654784/23 Greylag Goose Leasing 1410 Designated Activity Co. Et Al v. Chubb European Group Se Et Al
654537/20 Men of Steel Enterprises v. Bespoke Harlem West
653776/24 The Doctors Co. v. Guy Carpenter & Co., LLC

TUESDAY, FEB. 24

653353/24 Brownell v. Harris
651048/25 Cpif Bloomington v. Prager
659511/24 Deardiary LLC Et Al v. Cioci
650061/25 Ghoulam v. Bentivoglio
654186/25 Hsbc Uk Bank Plc v. 809 Meadow Lane LLC Et Al
659255/24 Jpmorgan Chase & Co. Et Al v. Liberty Mutual Fire Ins. Co. Et Al
656238/25 Lendlease (us) Const. Hldgs., Inc. Et Al v. The Ins. Co. of The State of Pennsylvania
156536/24 Nec Corp. of America v. Versatel
653613/24 Tcw Group, Inc. Et Al v. Ravich
652047/21 Vector Media Hldg. Corp. v. Iconic Digital Displays
651265/24 Veolia Energy North America Hldgs., Inc. v. Enwave West Coast Hldgs.

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650061/25 Ghoulam v. Bentivoglio
654186/25 Hsbc Uk Bank Plc v. 809 Meadow Lane LLC Et Al
652047/21 Vector Media Hldg. Corp. v. Iconic Digital Displays

WEDNESDAY, FEB. 25

654230/25 Fat Brands Inc. v. Alagna Advisors LLC Et Al
652830/21 Florian Lambinet And Robert C. Andersen v. Potsch

Motion

654230/25 Fat Brands Inc. v. Alagna Advisors LLC Et Al
652830/21 Florian Lambinet And Robert C. Andersen v. Potsch

Part 6

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

MONDAY, FEB. 23

805124/24 Kleiner v. NYCH&HC Corp. D/b/a Harlem Hosp. Center
805260/23 O'Toole v. Gorenstein Md

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165119/2537 W. 14th St. Associates LLC v. Gardner
805482/23 Amerasinghe v. Lederman M.D.
805348/22 Baez v. Fishoff
805133/25 Brod v. Renard M.D.
100796/24 David Diagama v. Mount Sinai Morningside
805166/24 Diamond v. Cooperman
805275/24 Gluck v. Zitsman M.D.
805488/23 Harris Scarangella v. Kao M.D.
805282/22 Miceli v. Brandoff Md
805074/21 Palese v. Goyal
805191/22 Pawelski v. Jacobowitz M.D.
156340/21 Residential Board of Mgrs. of The Cassa NY Condominium v. Condominium Board of Mgrs. of The Cassa NY Condominium Et Al
805116/22 Sonja Allen Et Al v. Lenox Hill Hosp.
805410/14 Teman v. Braverman
805168/22 Zoric v. Chrisomalis Md

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165119/2537 W. 14th St. Associates LLC v. Gardner
805348/22 Baez v. Fishoff
805133/25 Brod v. Renard M.D.
100796/24 David Diagama v. Mount Sinai Morningside
805166/24 Diamond v. Cooperman
805275/24 Gluck v. Zitsman M.D.
805488/23 Harris Scarangella v. Kao M.D.
805282/22 Miceli v. Brandoff Md
805074/21 Palese v. Goyal
805191/22 Pawelski v. Jacobowitz M.D.
156340/21 Residential Board of Mgrs. of The Cassa NY Condominium v. Condominium Board of Mgrs. of The Cassa NY Condominium Et Al
805116/22 Sonja Allen Et Al v. Lenox Hill Hosp.

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Labor & Employment

ADOBE STOCKS

Contracts Colliding With Choice: Calibrating No-Contact And No-Hire Restrictions

BY LAUREN RAYNER DAVIS

Two contract tools have continued to surge in agreements governing post-employment activities: "no contact" or "no dealing with" clients provisions and "no hire" clauses for employees. In practice, these provisions can constrain third parties who never agreed to the contract, spur needless disputes, and erode trust in the marketplace. Courts and arbitrators increasingly view them as out of step with American notions of employment mobility, market choice, and individual dignity.

They continue to appear, however, as boilerplate language in offer letters, employment separation documents, and other employment-related non-disclosure agreements. Companies that adopt these clauses seem to have no idea that they may be putting their faith in a supposed contractual protection that may not be worth the paper it's written on and may even expose their business to investigation or other liabilities as the legal landscape invariably and rapidly shifts in this area of law. This article seeks to untangle that web and chart a more protective path forward.

Why Are no Contact/no Hire Restrictions on the Rise?

Repugnancy toward non-competes is an unquestionable trend, both at the federal level and in New York (see, e.g., now-dead proposed Federal Trade Commission non-compete ban in 2024 as well as New York City and state's proposed bans under Bill Int. 0140-2024 and Senate Bill S4641A, respectively). Concurrent with the New York City Council's ongoing efforts to rein in non-compete usage, Senate Bill S4641A is still moving through the state legislature and aims to prohibit non-competes for most employees, with a high earner carve-out for individuals earning more than $500,000 per year.

Indeed, a New York court, as recently as January 2026, declined to enforce a non-compete even though the provision implicated payments during the restricted period. See *SilverLining Interiors, Inc. v. Arencibia,* ___ N.Y.S.3d ___, 2026 N.Y. Slip Op. 00108, at *1 (1st Dep't Jan. 13, 2026) (finding that, on the subject of even a paid non-compete, "although [the former employee] could be compensated to forbear from competing, he was not being compensated for his forbearance for two and half years of the period in which [the former employer] sought to enforce the covenant, and that this omission also made the covenant overbroad").

> These restrictions are expressly designed to apply regardless of who initiates contact, including if the existing or prospective client contacts the former employee unsolicited.

Yet, with the erosion of the blunt force of a non-compete as a protective instrument, more common restrictions, such as "traditional" non-solicitation covenants, may be insufficient, on their own, to protect a business from wrongful harm, especially if the bills noted above ever come to fruition.

How Are These Restrictions Being Examined by Jurists?

The unreasonable wider market obstruction that no contact provisions can cause is obvious. These restrictions are expressly designed to apply regardless of who initiates contact, including if the existing or prospective client contacts the former employee unsolicited. In such a case, and if the former employee strictly abided by their contractual obligations, the former employee would not answer that client's call, not respond to an email or text from the client, or would be forced to walk away or not respond if they saw the client approaching them at a business or social event; no contact or dealing with means *no contact or dealing with*, after all. Similar obstacles may apply to a subordinate employee in a dysfunctional workplace who is trapped after her highly talented supervisor jumps ship. She now can't be hired by the person for whom she would prefer to continue working because the talent who left may face a lawsuit or the clawing back of equity or another substantial financial benefit for agreeing to hire her, even if she applies on her own.

New York courts are already signaling judicial discomfort with overbroad restraints that impede third-party rights. In *Giordano v. Saks Inc.*, 654 F. Supp. 3d 174 (E.D.N.Y. 2023), for example, the court dedicates an entire paragraph-long footnote to the subject, stating that "there have been significant developments in the jurisprudence regarding no-poach and no-hire agreements." The *Giordano* court, which focuses on the anti-trust implications of such restrictions, further highlights "the Department of Justice's increased pursuit of criminal charges against companies that engage in naked no-poach/no-solicitation" provisions, citing several plea agreements and indictments. (Citing Indictment, *United States v. Patel*, No. 21-CR-220 (D. Conn. Dec. 15, 2021) (explaining that executives of an outsourced engineering supplier were charged with conspiring to restrict hiring and recruiting of engineers and other skilled-labor employees)).

Beyond New York, courts around the country have also started to address potential grievous public policy implications more seriously should such restrictions continue to run rampant and unchecked. See, e.g., *Turner v. McDonald's USA, LLC*, No. 19-CV-5524, 2020 WL 3044086, at *1-2 (N.D. Ill. Apr. 24, 2020) (explaining that no-hire agreements benefit employers at the expense of employees by lowering employee mobility and depressing wages); *Aya Healthcare Servs. v. AMN Healthcare, Inc.,* 9 F.4th 1102, 1111 (9th Cir. 2021) (evaluating unilateral no-hire agreements that two large employers imposed on their subcontractors).

Another New York federal court, in an unpublished decision, likewise appeared to agonize over the analysis for so-called "no poach" (or no hire) provisions. See *Lodging Solutions, LLC v. Miller,* No. 19-cv-10806, 2020 WL 6875255, at *6 (S.D.N.Y. Nov. 23, 2020). The *Lodging Solutions* court determined that "[d]eclining to enforce the no-poaching covenant would not subvert the confidentiality obligations" while lamenting that "[e]nforcing it, on the other hand, would limit the employment options of nonparties to the agreement."

As the *Lodging Solutions* case involved an intercompany no-hire clause in a non-disclosure agreement in the mergers and acquisitions context, and the court declined early injunctive relief and later oversaw dismissal, this decision, although unpublished, has been cited to underscore heightened judi-

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NLRA Protections For Union Insignia After 'Home Depot'

BY EVE I. KLEIN AND JESSICA GOLDSTEIN

The National Labor Relations Act (NLRA) protects employees' rights to engage in concerted activity, including the display of union-related insignia, such as buttons, pins, and apparel—but that protection is not absolute. The National Labor Relations Board (Board) and courts recognize a "special circumstances" exception permitting employer restrictions on wearing union insignia justified by specific operational, safety, customer-relations, or business-image concerns. The Eighth Circuit's November 2025 decision in *Home Depot U.S.A., Inc. v. NLRB* underscores an expanded, context-driven approach to this analysis, emphasizing location, timing, and public sensitivities as integral to the inquiry, particularly where safety or reputational risks exist. 158 F.4th 910 (8th Cir. 2025).

Section 7's Protection and The Presumption Against Bans on Union Insignia

Section 7 of the NLRA guarantees employees the right to engage in concerted activities for mutual aid or protection; Section 8(a)(1) prohibits employer interference with that right. Thus, rules preventing employees from wearing union insignia to advertise their sentiments are presumptively unlawful unless the employer establishes special circumstances outweighing the protected interest. See *Republic Aviation Corp. v. NLRB*, 324 U.S. 793 (1945). Further, even where there are special circumstances, inconsistent enforcement is an independent basis to support an NLRA violation and evidences an employer's lack of a bona fide need for a restriction. See *In-N-Out Burger, Inc. v. NLRB,* 894 F.3d 707 (5th Cir. 2018) (finding employer's requirement employees wear company-issued Christmas buttons undercut claim that special circumstances required employee uniforms to be button-free).

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The Traditional 'Special Circumstances' Framework

The special circumstances doctrine balances employees' Section 7 rights and employers' management interests. It allows restrictions where insignia would jeopardize safety, damage products or equipment, exacerbate employee dissension, or unreasonably interfere with an employer's deliberately cultivated public image. See *P.S.K. Supermarkets, Inc.*, 349 NLRB 34, 35 (2007); *ConAgra Foods, Inc. v. NLRB*, 813 F.3d 1079, 1086 (8th Cir. 2016); *In-N-Out*, 894 F.3d at 714-15. The Board demands specific evidence beyond speculative fears or conclusory testimony, though it does not invariably require proof of actual business loss or disruption. See *HealthBridge Mgmt., LLC v. N.L.R.B.,* 798 F.3d 1059 (D.C. Cir. 2015).

To rely on public image, an employer must show it established a particular public-facing image as part of its business plan, it maintains appearance rules to further that image, and the banned insignia undermines that objective. See *United Parcel Serv. v. N.L.R.B.*, 41 F.3d 1068 (6th Cir. 1994) (finding consistently enforced nondiscriminatory appearance standards for public-facing employees to project an image of cleanliness, uniformity, and efficiency constitutes special circumstances); *Produce Warehouse of Coram, Inc.*, 329 NLRB 915 (1999) (finding consistently enforced uniform policy requiring employees to wear company-supplied hats, rather than union hats, constituted a special circumstance). The Board has also upheld bans on message buttons, insignia, and clothing that disparage products or services based on the employer's legitimate interest in protecting its customer relationships where the message or slogan reasonably created customer concern. See *Noah's New York Bagels, Inc.*, 324 NLRB 266 (1997) (upholding ban on T-shirts mocking the employer's kosher policy).

> The Eighth Circuit vacated the Board's order and remanded, signaling the Board must more rigorously account for context-specific safety and public-sensitivity factors when evaluating employer justifications.

Healthcare settings illustrate context-specific tailoring. In immediate patient-care areas, restrictions may be categorical because labor disputes may undermine patient care, distract from a calm atmosphere, cause confusion, and

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NY State Passes the Trapped At Work Act

BY RICHARD KIDD
LUKE COLE

New York state recently enacted the Trapped At Work Act (the Act), prohibiting "employment promissory notes" and certain other stay-at-work-or-pay provisions. The Act will become effective as of Dec. 19, 2026. This article provides guidance on understanding and complying with the Act and compares it to a recent California enactment aimed at providing similar employee protections.

What Is a Stay-or-Pay Provision Generally?

Stay-or-pay provisions require employees to repay money to their employers if the employment relationship ends before a certain date. Employers use stay-or-pay provisions for a variety of reasons, including for retention purposes and to recoup costs the employers believe would be unfair to bear if employees do not remain employed for a certain period of time. These provisions can take many forms, including signing bonuses tied to a mandatory employment period, educational repayment contracts, quit fees and damages clauses.

One common form of a stay-or-pay provision is a training repayment agreement provision (often abbreviated as TRAP). Under a TRAP, employers pay for employees' training, and then require employees to repay some or all of the training costs if employees leave the company before a set period of time.

What Does the Trapped At Work Act Prohibit?

The Act prohibits employers from requiring employees or prospective employees to execute any employment promissory note as a condition of employment, and declares any such contract is unconscionable and unenforceable against public policy.

The Act defines an "employment promissory note" as "any instrument, agreement, or contract provision that requires a worker to pay the employer, or the employer's agent or assignee, a sum of money if the worker leaves such employment before the passage of a stated period of time." The Act applies to W-2 employees and does not apply to independent contractors.

What Does the Act Not Cover?

Some arrangements are carved out from the Act's coverage and remain legal. These carve outs include contracts that (1) require employees to pay their employer for any property that the employer sold or leased to such worker, so long as the sale or lease was voluntary, (2) require educational personnel to comply with sabbatical leaves granted by employers or (3) are part of a program between the employer and a collective bargaining representative.

Retention incentives, such as requirements to repay signing bonuses or relocation assistance "or other non-educational incentive or other payment or benefit that is not tied to specific job performance," remain legal in New York. However, they

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New York City Enacts Various Laws Regulating App-Based Delivery Platforms

BY HOWARD M. WEXLER AND KYLE D. WINNICK

New York City has steadily developed one of the most comprehensive regulatory frameworks governing delivery workers classified as independent contractors who provide services through food, grocery, and other appbased delivery platforms. In 2021, the City enacted groundbreaking legislation granting appbased food delivery workers new statutory protections, including rights related to pay transparency, bathroom access, insulated bags, and limitations on delivery routes.

In June 2023, the NYC Department of Consumer and Worker Protection (DCWP) issued a rule establishing a minimum pay rate for food delivery workers. Now, effective Jan. 26, 2026, the city has implemented a wide array of additional regulatory protections for appbased delivery workers. Taken together, New York City's regulatory scheme forms a sweeping, multilayered system addressing minimum wage requirements, tipping transparency, disclosure obligations, and numerous other worker protections.

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Food delivery platforms may satisfy their obligations under the MPR by one of two methods.

Coverage

NYC's appbased delivery laws and regulations apply to workers classified as independent contractors who perform deliveries through "delivery services"—defined as any website, mobile application, or other internet service that facilitates, offers, or arranges for the delivery of goods to or from a location in the city and that arranges at least 50 "trips" per week. *See* N.Y.C. Admin. Code §20-1501.

These laws impose different requirements depending on the type of delivery service involved: (1) "third-party food delivery services", which arrange for the delivery of food and beverages from third-party retail food establishments; (2) "third-party courier services", which facilitate the delivery of food, beverages, and other goods on behalf of a third-party food delivery service; and (3) "third-party grocery delivery services", which arrange for the delivery of groceries from third-party grocery stores or other retailers, but not restaurants.

Minimum Wage

Perhaps the most consequential change is the establishment of a minimum pay rate (MPR) for delivery workers. *See* 6 RNYC §7810. On June 12, 2023, the DCWP adopted a rule establishing the MPR for third-party food delivery services. Notably, delivery apps cannot use gratuities to offset the minimum payments owed to delivery workers.

Food delivery platforms may satisfy their obligations under the MPR by one of two methods. Under the Standard Method, they must (a) pay each food delivery worker at least $21.44 per hour multiplied by that worker's trip time during the pay period, and (b) in the aggregate, pay all food delivery workers at least $21.44 per hour multiplied by the total time all workers are logged into the platform's app (referred to as "oncall time"). *See* 6 RNYC §7810(b).

For example, if the app's delivery workers together spend 70,000 hours on trips and 30,000 on-call for the app in a pay period, the app's total payments to these workers together cannot be less than $2,144,0000 for the period (100,000 hours times $21.44).

"Trip time" means the span of time between the moment a contracted delivery worker accepts an offer from a delivery service to perform a trip with a pickup or dropoff location in NYC, or receives an assignment to perform such a trip, through the moment such trip is completed or cancelled.

Alternatively, food delivery platforms may use the Alternative Method to meet their MPR obligations. Under this method, platforms may pay each worker $35.73 per hour for time spent actively making deliveries, but only if the app maintains a utilization rate—defined as the app's total trip time divided by the sum of its trip time and oncall time—above 53%, subject to limited exceptions.

As of Jan. 26, 2026, third-party grocery delivery services must pay each delivery worker at least $21.44 per hour multiplied by that worker's trip time during the pay period. Effective July 1, 2026, these services must also ensure that their total payments to all delivery workers meet or exceed the minimum pay rate multiplied by the sum of all delivery workers' total trip time and oncall time during the weekly pay period. Third-party grocery delivery services may elect to use the Alternative Method beginning Nov. 1, 2026.

The DCWP will readjust the minimum pay rate for inflation each April. The MPR will increase to $22.13 beginning with the first pay period on or after April 1, 2026.

Tipping Regulations

Effective Jan. 26, 2026, food delivery services and grocery delivery services must allow customers to leave a tip for delivery workers before or at the time the customer places an order, and must include an option to leave a tip of at least ten percent of the purchase price. *See* N.Y.C. Admin. Code §20-1522(b)(3), (b)(4). This particular requirement has been subject to court challenges, which thus far have been unsuccessful.

Disclosure Requirements

Each time a covered delivery service offers or assigns a trip to a delivery worker, it must disclose certain information to the worker, including: (i) pickup and dropoff locations; (ii) estimated time and routed distance for the trip, as well as the route used to make the estimate; (iii) direct distance between the first pickup location and the final dropoff location (this requirement currently applies only to third-party food delivery services); (iv) the worker's maximumdistance setting, if applicable (also currently applicable only to third-party food delivery services); (v) the amount of any tip selected by the customer; and (vi) the amount of pay or hourly pay rate the worker will receive for the trip, excluding tips. *See* N.Y.C. Admin. Code §20-1521; 6 RNYC §7-806.

Pay Frequency and Statements

Delivery services must pay delivery workers at least once per pay period and no later than seven days after the end of the pay period. They must also provide each delivery worker with a written pay statement itemizing gross compensation, net compensation, and all permissible deductions for that pay period, issued no later than seven days after the pay period ends. Additionally, delivery services must offer at least one form of payment that does not impose any fees on the delivery worker. *See* N.Y.C. Admin. Code §20-1523.

Delivery Distance And Route Limits

Food and courier delivery services must allow delivery workers to set and update their maximum-distance parameters, as well as their preferences regarding which NYC bridges and tunnels they are willing to travel over or through. *See* N.Y.C. Admin. Code §20-1521(a); RNYC §7-806(b). Accordingly, delivery workers may refuse any trips requiring travel over a particular bridge or through a particular tunnel. They may also limit the total direct distance between the first pickup location and the final dropoff location. These limits may be set on either a temporary or a longterm basis.

These limitations apply to trips that begin in NYC, end in NYC, or involve picking up goods from a business located in NYC. The DCWP takes the position that a trip "begins in NYC" if the delivery app offers the trip to a worker physically located in NYC at the time of the offer, even if both the restaurant and the dropoff location are outside the city.

Other Requirements

The appbased delivery laws also impose a range of additional compliance obligations. For example, delivery services must provide a free insulated delivery bag to a delivery worker after the worker completes six deliveries of goods that are customarily transported in an insulated fooddelivery bag. See N.Y.C. Admin. Code § 20-1524. Delivery services must also provide covered delivery workers with a DCWPapproved notice of rights through one or more approved methods. *See* RNYC §7-804. The laws also contain strict anti-retaliation measures. *See, e.g., See* N.Y.C. Admin. Code §20-1532.

Remedies

The potential remedies are substantial. Covered entities that violate these laws may be subject to civil penalties of $500 per worker, per violation, with higher penalties for subsequent violations, as well as monetary relief to each affected worker for every violation. The law also provides covered workers with a private right of action for certain violations—such as violations of the MPR—through which they may recover compensatory damages and attorneys' fees. The statute of limitations is two years from the date the delivery worker knew or should have known of the alleged violation. *See* N.Y.C. Admin. Code §§20-1508 – 20-1511.

The DCWP has jurisdiction to administer and enforce these laws, and the agency's new Commissioner has pledged a "blitz" of enforcement activity to protect appbased delivery workers. In short, covered appbased delivery services operating in New York City face a broad set of new compliance obligations and should anticipate robust enforcement by the DCWP.

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The Upcoming Independent Contractor Regulations

BY RICHARD REIBSTEIN

The U.S. Department of Labor has drafted a regulation governing the status of workers as independent contractors (ICs) or employees under the Fair Labor Standards Act (FLSA), and the new rule is reportedly undergoing White House review. A notice of proposed rulemaking is expected to be issued soon. Will the proposed regulation have any legal significance, or can you disregard it? Businesses, worker organizations, and commentators have gotten dizzy over the past ten years by the back-and-forth changes to federal regulations regarding the FLSA's test for IC status. The Obama administration's guidelines were overwritten by the first Trump administration's regulations, which were then overwritten by the Biden administration's regulations, which are likely to be overridden soon by the upcoming proposed regulations by the second Trump administration.

Why should businesses that use ICs disregard the legal significance of upcoming regulations? And why should worker organizations take comfort that the anticipated regulations will not alter the legal landscape for IC compliance and misclassification? First, the Labor Department does not decide IC status under federal law; the federal courts do. Each of the federal appellate circuits has, for decades, articulated its own tests for IC status, and each of those tests is roughly similar to each other. Second, the past regulations by both the first Trump administration and the Biden administration were little more than an interpretation of selected federal appellate court decisions, yet the courts routinely apply their own judicial precedent and do not need an agency to interpret their opinions.

If, as expected, the new regulation again is simply an interpretation of court decisions by the current administration, it too will likely be disregarded by the federal courts. Indeed, no court has yet relied upon any of the prior Labor Department regulations in deciding the merits of an IC misclassification case. Third, most litigation in the U.S. alleging IC misclassification is based at least in part on state laws, and federal regulations have no impact on the various state law tests for IC status. Nonetheless, the upcoming regulation should prompt prudent businesses to enhance their IC compliance in the manner discussed in the "takeaway" at the end of this article.

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Few legal issues have been so blatantly subjected to political ping pong at the federal level over the past 10 years than the status of workers as ICs or employees.

The Prior Interpretations And Regulations

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The Obama Administration Interpretation

On July 15, 2015, during the tail end of the Obama administration, the Wage and Hour Administrator of the U.S. Department of Labor issued an "Administrator's Interpretation" on IC status providing comprehensive guidelines on IC status under the FLSA. As we noted in a blog post that day, the new Interpretation "contains nothing new, different, or dramatic." We added: "In fact, the new Interpretation does little more than restate the same… factors that have historically been applied by the Labor Department and that can still be found on its website." We commented that the new Interpretation, however, placed far greater emphasis than do the courts on "a worker's 'economic dependence' on the business that has engaged his or her services," a factor that favors employee status. We observed that, by doing so, the Interpretation overlooked governing judicial precedent.

The First Trump Administration's Regulation

In early June 2017, less than five months after the start of the Trump administration, the Labor Department withdrew that Administrator's Interpretation and thereafter began working on the issuance of a formal rule on IC status. On Jan. 6, 2021, only two weeks before the conclusion of the first Trump administration, the Labor Department issued a final rule governing IC status under the FLSA. The 2021 rule noted that the courts typically examine five factors to determine IC status, but expressly stated that two factors should be given greater weight: (1) the nature and degree of the individual's control over their work; and (2) the individual's opportunity for profit or loss.

The regulation referred to those as "core factors" and pronounced that the remaining three factors, referred to as "non-core" factors, should be given less importance: the amount of skill required for the work; the degree of permanence of the working relationship; and whether the work is part of an integrated unit of production.

Notably, the illustrations in the final 2021 rule issued by the first Trump administration focused on factual scenarios and court decisions that favored IC status. As we observed in a blog post on the day the final regulations were issued, "unlike most regulations with hard and fast rules, th[is] proposed regulation was in the nature of an administrative interpretation comprising the Labor Department's review of existing court decisions and its articulation of a preferred legal analysis." We predicted that, as a result, "courts would give little if any deference to it."

The Biden Administration's Regulation

In May 2021, only four months after the start of the Biden administration, the U.S. Department of Labor issued a rule that withdrew the Trump administration's regulation on IC status. That rule was immediately challenged in court. Meanwhile, the Biden Labor began its own version of a regulation governing IC status. On Jan. 9, 2024, the Labor Department issued a new final rule on IC status under the FLSA. It rejected the Trump administration regulation that gave greater weight to two factors and instead focused on a "totality-of-the-circumstances" approach in which none of the factors have a predetermined weight.

The most meaningful impact of this approach was the Biden administration's effort to place more weight on one of the three "non-core" factors: whether the work is integral to the employer's business. This factor almost universally favors employee status, thereby causing many courts to give it less weight than the other factors used to determine IC status. As we noted in our blog post on the day the Biden regulation was issued, "it is unlikely the courts will change their precedent and give more weight to that factor." No courts have relied on that 2024 rule in deciding if a worker is an IC or employee.

There have been as many as five lawsuits seeking to enjoin the Biden 2024 rule, but all have been paused after the second Trump administration filed court papers in those cases advising the courts that it was seeking to rescind the 2024 rule issued by the Biden administration.

The Upcoming Second Trump Administration Regulation

It is anticipated that the current Trump administration's rule on IC status under the FLSA will mirror to a large extent the approach taken five years ago in the regulation issued by the Labor Department in the first Trump administration—a rule that was essentially the Trump administration's interpretation of court decisions, with emphasis on the two "core" factors identified in the 2021 rule. If so, one should expect that the courts will continue to ignore Labor Department regulations on IC status and instead follow their own well-established precedents.

Another reason why the anticipated IC regulations will have an insignificant impact legally is that the position of the U.S. Department of Labor on the issue has virtually no influence on state laws, which vary considerably on the test for IC status. The overwhelming number of state laws permit the legitimate IC arrangements, although a few state laws strictly curtail all types of IC relationships. Thus, the upcoming federal regulation will not likely impact the legal status of the nearly 12 million U.S. workers who identified themselves as engaged in an IC relationship, according to a November 2024 study by the U.S. Department of Labor.

Conclusions and Takeaways

Many commentators will likely report that this upcoming regulation on IC status under federal law will increase the use of ICs by many businesses, including the gig economy, which is one industry sector that makes great use of workers that companies classify as ICs. Another industry that will likely welcome the new regulation is transportation, which relies heavily on owner-operators, who transport companies classify as ICs.

That industry has been the subject of countless IC misclassification lawsuits by certain state agencies and plaintiffs' class action lawyers in courts around the country. It is anticipated, however, that the issuance of the new regulation on IC status will have no meaningful impact on the end-result of IC misclassification lawsuits, the bulk of which are brought under state law in whole or in part.

For companies that rely on the use of ICs, prudence suggests that the issuance of the new regulation governing IC status of workers should not be treated as some type of assurance that their IC relationships will more likely withstand scrutiny under federal and state laws governing IC status. Plaintiffs' class action lawyers and state government agencies will hardly be deterred by a new federal IC rule that will have little to no impact on IC misclassification cases.

Rather, the renewed focus on IC status should serve as an impetus for companies using ICs to enhance their compliance with IC laws, particularly state laws governing IC status. Companies seeking to do so may wish to use a process that structures, documents, and implements IC relationships to maximize IC compliance in a customized and sustained manner.

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Return-to-Work Programs and Light-Duty Job Offers in NY Workers' Compensation

BY ROBERT W. CLARK

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In the realm of New York workers' compensation claims, return-to-work (RTW) programs serve as a critical bridge between injury recovery and workforce reentry. These initiatives not only aid injured employees in regaining productivity, but also help employers manage costs and maintain operational continuity.

With the 2017 amendments to the Workers' Compensation Law (WCL), carriers and employers have been generally granted a statutory reprieve and/or credit against long drawn out claims involving indemnity benefits paid beyond 130-weeks from the date of injury. However, the carrier's credit against temporary indemnity benefits paid beyond 130-weeks is not absolute and/or without exception, and employers can and arguably should still facilitate and/or expedite RTW processes, particularly through strategic use of light-duty job offers.

This article explores the history of RTW programs in New York, the impact of the 2017 reforms, and why crafting a precise light-duty offer still matters and is essential for all stakeholders.

Understanding Return-to-Work Programs in New York Workers' Compensation

RTW programs in New York are designed to facilitate an injured worker's safe and timely return to employment, often before full recovery. Administered through the New York State Workers' Compensation Board (WCB) and supported by many employers, these programs encourage transitional roles that accommodate injured workers' medical restrictions. For injured workers, RTW can mean resuming duties with modifications, such as reduced hours or alternate tasks, allowing them to continue earning wages while healing.

Employers benefit from reduced claim costs, as successful RTW minimizes the duration of temporary disability benefits and lowers premiums over time. RTW programs also align with broader goals of rehabilitation, reducing dependency on benefits, and fostering a supportive work environment.

The 2017 Amendments: A Catalyst for Timely Return to Work

The 2017 workers' compensation reforms, enacted as part of the state budget (Chapter 59, Laws of 2017), introduced significant changes aimed at controlling costs while protecting workers. Central to these amendments is the revision to WCL §15(3)(w), which applies to injuries occurring after April 9, 2017. This section now allows insurance carriers a credit against permanent partial disability (PPD) benefits for any temporary disability payments made beyond 130-weeks (2.5 years) from the date of injury, among other amendments.

This credit mechanism creates a strong incentive for carriers and employers to accelerate the transition from temporary to permanent disability classification or, ideally, facilitate an earlier return to work. By capping the "free" temporary benefit period at 130-weeks, the reforms discourage prolonged temporary disability claims, as extended payments directly reduce the maximum PPD indemnity weeks available later and/or post-classification.

A "safety valve" provision permits extensions beyond 130-weeks if the WCB determines the worker has not reached maximum medical improvement (MMI), shifting the burden to carriers to prove MMI via independent medical exams or other means. Specifically, claimant's can claim the safety valve provision and attempt to toll the credit against temporary benefits beyond the 130-week mark by meeting four requirements: (1) permanency is at issue, (2) claimant has submitted medical evidence that he or she is not at MMI, (3) the carrier/employer has produced or has had a reasonable opportunity to produce an independent medical examination concerning MMI, and (4) the Board has determined that the claimant is not yet at MMI.

The 2017 amendments and 130-week cap on temporary benefits should theoretically motivate all parties to resolve claims faster. However, that is not always the case in practice and employers can and should also do their part to shorten temporary disability benefit claims and boost RTW efforts through the use of carefully crafted light-duty job offers. For employers, this means proactively engaging in RTW strategies with counsel to avoid protracted PPD benefits, ultimately lowering overall claim exposure.

The Critical Role Of Light-Duty Job Offers

A cornerstone of effective RTW is the light-duty job offer, a modified position that aligns with an injured worker's medical restrictions. In New York, light-duty assignments do not need to mirror the pre-injury role in title, duties, or even pay rate, but they must be suitable and compliant with physician-approved limitations. These offers are pivotal because they can shift a claim from expensive temporary disability benefits to reduced or no benefits if the worker is earning wages or otherwise unreasonably refuses the employer's light-duty job offer.

The importance of carefully crafting these offers cannot be overstated. A well-drafted bona fide light-duty offer should be in writing, specify the job duties, hours, location, compensation, and how it accommodates the claimant's restrictions. It must also be based on current medical documentation to "stick" in potential disputes. If an offer meets these criteria and is refused without valid reason, the WCB may suspend or reduce benefits.

Poorly crafted offers, conversely, can lead to litigation, extended benefits, and higher costs. Employers should collaborate with carriers, physicians, and legal counsel to ensure light-duty job offers are bona-fide and/or defensible.

Best Practices for Implementing RTW and Light-Duty Offers

To leverage claims effectively:

- Early Intervention: Engage RTW discussions soon after injury to assess light-duty options, if any.
- Documentation: Base light-duty offers on treating physician and/or IME reports to align with relevant medical restrictions.
- Communication: Provide clear, written offers to all parties of interest, including the claimant, claimant's counsel, and the Board.
- Training: Educate supervisors on accommodations to foster a supportive RTW culture.
- Monitoring: Track light-duty job offers made and litigate claimant's light-duty job offer refusal when/if unreasonable.

Conclusion

The 2017 amendments to New York's Workers' Compensation Law have reinvigorated RTW programs by introducing financial mechanisms that reward timely resolutions and discourage prolonged temporary claims. While the 2017 amendments generally provide a statutory mechanism for carriers/employers to limit prolonged temporary indemnity benefit claims, employers and carriers should also utilize light-duty job offers as an alternative means to mitigate loss and foster RTW. The light-duty job offer, when used properly, is a tool that, can facilitate recovery, reduce costs, and minimize litigation.

If you are a carrier or employer and you have questions regarding the use of light-duty job offers and/or how you can effectively utilize light-duty job offers in your claims handling, please feel free to contact us and we are always happy to assist.

ROBERT W. CLARK *is a partner at Goldberg Segalla.*

Contracts

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cial scrutiny of no-hire provisions outside classic sale-of-business settings. Importantly, however, even where a covenant is overbroad, New York still generally permits "bluepenciling" to the maximum enforceable scope, particularly when the employer did not overreach in bad faith and the restraint is or can be narrowly calculated to protect legitimate interests. See, e.g., *BDO Seidman v. Hirshberg*, 93 N.Y.2d 382, 394-96 (N.Y. 1999).

What Should an Employer Consider Instead to Protect its Business?

Instead of focusing on locking people up (i.e., both the employee signing the contract and others who are not parties to it) and to avoid the pitfalls that courts are gradually identifying as barriers to potential enforcement, New York employers may want to consider a different protective framework. Namely, one that (i) prioritizes client autonomy and employee agency, (ii) minimizes litigation risk by avoiding overbreadth that courts or arbitrators are unlikely to enforce that creates uncertainty as to the employer and employee's rights, and (iii) replaces blunt prohibitions with targeted, operational measures that can more assuredly protect vital business relationships, valuable trade secrets and confidential information.

Rather than attempting to "contract away" choice through these now-common sweeping no-contact or no-hire bans, employers can elect to operationalize dignity. To safeguard legitimate interests, the focus should rest squarely on suppressing active, targeted solicitation by the restricted person and third parties working under the direction or suggestion of the restricted person. Clients can be contractually defined to include only recent client relationships with whom the employee had material and substantive contact (e.g., not simply copied on a random email at some point) and/or about which the employee learned confidential information, as well as include unsolicited inbound and publicly available contact carve-outs. The goal should be to avoid blanket "no dealing" or "no contact" provisions that punish client-initiated choice and risk immediate striking down without blue penciling.

Regarding "no hire" clauses, no hire terms should be short in duration, role specific, and confined to employees with legitimately protectable interests (e.g., those with knowledge of truly confidential information or vital client or workforce relationships) with explicit employee choice and recruiter contact carve-outs to avoid third party overreach and risks of unenforceability or, worse, anti-trust concerns that could implicate criminal liability in certain contexts.

In tandem with the contractual tailoring above, employers should also consider crafting and implementing a comprehensive business protection plan, emphasizing proactive measures over blanket prohibitions. Companies can specifically train executives and other internal talent on data/relationship stewardship and retention methods, for example, as well as deploy access governance and (actually) monitor and enforce return of information protocols during an employee's exit, while maintaining a balance with dignity-centric off-boarding measures. A client choice protocol can be developed where the employer trains its internal stewards on how to manage an at-risk client and offer options to retain the relationship rather than risk that the client learn the company wants to prohibit that client from even speaking with another person.

The bottom line is simple: businesses that design protections to preserve client and employee choice—rather than contracting for unenforceable control—can better preserve goodwill, protect core assets more effectively, and avoid making counterparties (and judges, or perhaps even prosecutors) angry.

'Home Depot'

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interfere with hygiene protocols; in non-patient areas, restrictions are permissible if necessary to avoid disruption of healthcare operations or disturbance of patients. See *Beth Israel Hospital v. N.L.R.B.*, 437 U.S. 483 (1978); *N.L.R.B. v. Baptist Hospital, Inc.*, 442 U.S. 773 (1979). This setting-specific rule underscores that special circumstances remain an exception grounded in concrete operational concerns.

The 'Home Depot' Case: A Context-Driven Recalibration

Home Depot required employees to wear a uniform orange apron but allowed staff to customize aprons with pins, illustrations, and messages. See 158 F.4th at 914-16. However, the dress code prohibited displays of causes or political messages unrelated to workplace matters. The *Home Depot* dispute arose from an employee's refusal to remove "BLM" markings from a company apron. The ALJ initially found no concerted activity because the messaging was uncoordinated among employees and had an attenuated relationship to workplace issues. See *Home Depot USA, Inc.*, 18-CA-273796, 2022 WL 2115188 (N.L.R.B. 2022). The Board reversed in 2024, finding the BLM messaging occurred alongside group concerns about workplace racial mistreatment, including vandalized Black History Month displays, thus bringing the activity within Section 7's scope. See *Home Depot USA, Inc.*, 373 N.L.R.B. No. 25 (2024).

The Board rejected Home Depot's special circumstances defense, concluding the record did not establish a non-speculative imminent safety risk, significant dissension, or that the public would perceive the BLM messaging as contrary to Home Depot's curated image, especially because the company encouraged personalized aprons.

In November 2025, the Eighth Circuit vacated and remanded, holding the Board failed to adequately consider the employer's special circumstances. See 158 F.4th 910. The court emphasized three contextual factors: the store's proximity to George Floyd's murder site, extraordinary community tensions surrounding the BLM movement, and recent civil unrest prompting temporary store closures.

The court distinguished between categorical bans and tailored restrictions in the special circumstances calculus, noting that limited restrictions aimed at messages posing safety or business risks impose a lesser burden than blanket prohibitions. (Finding that Home Depot's restriction on "BLM" apron messages was not a blanket ban where it offered alternative messages supporting racial equality). In doing so, the court cited decisions recognizing that prohibitions and restrictions are analytically distinct and that targeted limits may withstand scrutiny where context indicates heightened risk. *Tesla Inc. v. NLRB*, 86 F.4th 640, 653 (5th Cir. 2023) ("A prohibition is a greater infringement than is a restriction"); *Boch Imports, Inc. v. NLRB*, 826 F.3d (1st Cir. 2016).

The panel's reasoning turned on specific facts: the message's local salience, timing amid community turmoil, and evidence that the messaging sparked polarized countermessaging among co-workers. See 158 F.4th at 920-24. The court concluded, in this unique environment, the BLM display reasonably threatened workplace security even absent a direct threat to the employee, aligning with decisions upholding restrictions where safety risks were reasonably foreseeable. See e.g., *Pathmark Stores, Inc.,* 342 NLRB 378 (2004); *Standard Oil Co. of California*, 168 NLRB 153, 161-63 (1967).

The Eighth Circuit vacated the Board's order and remanded, signaling the Board must more rigorously account for context-specific safety and public-sensitivity factors when evaluating employer justifications.

Doctrinal Implications: Refining the Special Circumstances Test

Home Depot underscores that context—geography, timing, community climate, workplace history, and policy architecture—can transform the special circumstances inquiry from abstract balancing into a granular, risk-sensitive assessment.

The opinion reinforces that employers fare better when they maintain neutral uniform rules, apply them consistently, and tailor restrictions to genuine safety or operational threats. *Home Depot's* distinction between bans and narrower restrictions invites employers to calibrate responses, opting for narrowly drawn measures justified by concrete risks.

Beyond Union Insignia: Social And Political Messaging

While displaying union insignia sits at the core of Section 7, social-cause or political symbols occupy a more contingent space—protected when tied to collective workplace concerns but less protected when purely expressive or detached from employment terms and conditions. Key determinants include whether the message connects to workplace concerns, whether employees have raised group-based complaints, whether it functions as collective employee pressure, and whether the employer enforces dress policies consistently.

Home Depot indicates that where social or political messaging coincides with extraordinary public sensitivity, local unrest, or heightened safety risks, employers may establish special circumstances justifying limited restrictions, even if the messaging has some nexus to workplace issues. The decision reframes the analysis as context-heavy rather than a categorical rule for or against such displays.

Practical Guidance for Employers and Employees

Employers should maintain facially neutral dress and insignia policies aligned with legitimate business objectives; apply them consistently; and document safety, customer, or operational concerns warranting any content-based restriction. Environments with direct customer contact or heightened sensitivity, such as retail and healthcare, remain amenable to justified limits, though they still require particularized proof rather than conjecture.

For employees, the strongest protection attaches to union insignia and messaging with a clear, collective workplace nexus. When expression shifts toward broader political identity unconnected to workplace conditions, protection becomes uncertain, and employer justifications grounded in demonstrable safety or business-image concerns may prevail, especially in periods of public tension.

Conclusion

The Board's and courts' enduring presumption favoring employees wearing union insignia remains intact, but *Home Depot* refines the "special circumstances" exception by insisting that context matters. *Home Depot* marks an evolution toward a nuanced, fact-intensive approach that preserves Section 7's core while acknowledging that modern workplaces operate within volatile public environments that may, at times, require calibrated limits.

Work Act

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cannot be enforced if the employer fires the employee for any reason other than misconduct or if the duties or requirements of the job were misrepresented to the employee.

Are There Other Exceptions?

There is an additional carve-out to the Act's coverage for "transferable credentials." A "transferable credential" is a credential that is either widely recognized by employers as an employment qualification independent of the employer's specific business practices, or that provides skills or qualifications that demonstrably enhance employability in the relevant industry. Some examples of a transferable credential are a master's degree in the employee's field, a license related to the work performed by the employee or a technical certification that would be useful in landing the employee a job in the same industry as their employer.

Several types of training are not considered "transferable credentials" under the Act:

- Instruction regarding the employer's proprietary processes, proprietary systems, internal policies, proprietary software or proprietary equipment unique to the employer, or instruction that does not qualify the employee for a new occupational title, classification or industry-recognized credential and instead consists of skillful variations of general processes known to the relevant trade or industry; and
- Mandatory workplace training, such as anti-harassment training and workplace safety training.

In simple terms, a "transferable credential" does not include—and an employee cannot be made to repay training costs—for training that is unique to an employer's own internal or proprietary processes, or that are not useful for employment in the employer's industry outside the employer itself.

In order to qualify for the Act's carveout for "transferable credentials," several additional factors must be met:

- The employer and the employee must enter into a repayment agreement that is separate from the employment contract.
- The repayment agreement may not require the transferable credential to be obtained as a condition of employment.
- The repayment amount must be specified before the employee agrees, and the repayment cost cannot exceed the amount paid on tuition, fees and required educational materials.
- The repayment agreement must provide for prorated repayment during any required period that is proportional to the total amount and length of required period – i.e., if the transferable credit cost $12,000 and the employee was required to remain employed for 12 months in order to extinguish the obligation to repay the cost, and the employee voluntarily quit after 11 months, the employee could not be obligated to repay more than $1,000.
- The agreement cannot require payment if the employee is terminated by the employer, unless the termination is for misconduct.

What Remedies Are Available Under the Act?

The Act allows an employee who is sued by an employer to recover attorneys' fees from the employer if the employee successfully defends against their employer seeking to enforce a prohibited agreement. (Employees do not appear to have a private right of action directly against their employers unless and until the employer sues the employee.)

The Act also allows the Commissioner of the New York State Department of Labor to impose fines on employers that violate the Act of between $1,000 and $5,000 for each violation, and stipulates that each instance of a worker being made to sign an employment promissory note is a separate violation of the Act. When assessing fines, the Commissioner must consider the size of the employer's business, whether the employer had a good faith basis to believe they were in compliance with the law, the gravity of the violation and any history of previous violations.

How Does the Act Compare to Recent Changes to California Law?

California has historically been hostile to noncompetition provisions and other limits on employee mobility, and its approach to stay-or-pay agreements is no exception. On Oct. 13, 2025, Governor Gavin Newsom signed A.B. 692, which went into effect Jan. 1, 2026. A.B. 692 prohibits TRAPs for non-transferrable credentials, much like the Act. But A.B. 692 goes beyond the scope of the Act and imposes several requirements on other common stay-or-pay arrangements, such as sign-on bonuses, including that those bonuses must be set forth in a separate agreement, must be repayable on a prorated basis and must allow an employee the option to defer receipt of the bonus to the end of the retention period. A.B. 692 also includes a private right of action for aggrieved employees.

What Should Employers Do Now?

Before the effective date of the Act (Dec. 19, 2026), employers should review their policies regarding tuition reimbursement—and other stay-or-pay provisions—to ensure they qualify for one of the carve-outs in the Act. The Act targets a narrow class of repayment contracts, but employers should also be on the lookout for any future expansions to the Act. Those with workforces in California should be aware of the ways in which other more common repayment agreements are affected by changes to the law in that state. If employers have employees in other states, it is best to confirm with employment counsel that those states have not enacted similar laws.

CLASSIFIED ADVERTISING

LIMITED LIABILITY ENTITIES

NOTICE OF FORMATION of HABIBIAN LAW PLLC. Arts. Of Org. filed with SSNY on 02/10/2026. Office location: Nassau SSNY desg. as agent of PLLC upon whom process against it may be served. SSNY mail process to 15 BOND STREET, UNIT 302, GREAT NECK, NY 11021. Any lawful purpose.
21554 Feb23 m Mar30

LIMITED LIABILITY ENTITIES

NOTICE OF QUAL. of MANUFACTURED HOME CERTIFICATIONS, PLLC. Auth. filed with SSNY on 12/02/2025. Office location: New York. PLLC formed in MI on 02/04/2017. SSNY desg. as agent of PLLC upon whom process against it may be served. SSNY mail process to: 4407 BRAEBURN DRIVE SE, GRAND RAPIDS, MI 49546. Arts. of Org. filed with MI SOS. 430 West Allegan St., 4th Fl. Lansing, MI 48918. Any lawful purpose.
21562 Feb23 m Mar30

LIMITED LIABILITY ENTITIES

CBA COOKIES, LLC Articles of Org. filed NY Sec. of State (SSNY) 2/17/26. Office in NY Co. SSNY desig. agent of LLC whom process may be served. SSNY shall mail process to 200 Chambers St., Apt. 12D, NY, NY 10007, which is also the principal business location. Purpose: Any lawful purpose.
21619 f23-M m30

DRG ADVISORY LLC, Art. of Org. filed with SSNY 2-7-2026. Office Location: NY County. SSNY designated as agent of the LLC for service of process. SSNY shall mail a copy of any process to, c/o The LLC, 228 Park Ave S #374849, NY, NY, 10003.The registered Agent is United States Corporations Agents, Inc. 7014 13TH Ave, Ste. 202, Brooklyn, NY, 11228. Purpose: Any lawful act or activity.
21549 f23-M m30

Elumiere LLC, Arts of Org filed with SSNY on 05/02/24. 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 LLC, 185 Canal St Ste 506, New York NY 10013. Purpose: to engage in any lawful act.
18405 f23-M m30

Formation of Dan's Parents' House LLC filed with the Secy. of State of NY (SSNY) on 2/13/2026. Office loc.: Bronx County. SSNY designated as agent of LLC upon whom process against it may be served. The address SSNY shall mail process Reina Brill, 75 Earley St., Bronx, NY 10464. Purpose: Any lawful activity.
21426 f23-M m30

NOTICE OF FORMATION of ENDYMION GROUP LLC. Arts of Org filed with Secy. of State of NY (SSNY) on 8/29/2025. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 5 Charles St, Apt 5F, New York, NY 10014. R/A: US Corp Agents, Inc. 7014 13th Ave, #202, BK, NY 11228. Purpose: any lawful act.
21609 F23 M M30

NOTICE OF FORMATION of IRVING GOODS, LLC. Arts of Org filed with Secy. of State of NY (SSNY) on 2/2/2026. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to R/A: EResidentAgent, Inc. 1 Rockefeller Plaza, Ste 1204, New York, NY 10020. Purpose: any lawful act.
21555 F23 M M30

NOTICE OF FORMATION of PRRM LLC. Arts of Org filed with Secy. of State of NY (SSNY) on 06/25/2025. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to P/B/A: 303 East 57th Street, Apt 28A, New York, NY 10022. Purpose: any lawful act.
21176 F23 M M30

NOTICE OF FORMATION of 1019 JERICHO LLC. Arts. Of Org. filed with SSNY on 02/06/2026. Office location: Nassau SSNY desg. as agent of LLC upon whom process against it may be served. SSNY mail process to PO BOX 351, BALDWIN, NY 11510. Any lawful purpose.
21539 Feb23 m Mar30

NOTICE OF FORMATION of 38 EAST BEACH DRIVE LLC Arts. of Org. filed with Secy. of State of NY (SSNY) on 02/18/26. Office location: Nassau County. Princ. office of LLC: c/o Eckel Development, 176 Cove Rd., Oyster Bay Cove, NY 11771. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to the LLC at the addr. of its princ. office. Purpose: Any lawful activity.
21634 Feb23 m Mar30

SALES

NOTICE OF SALE

SUPREME COURT COUNTY OF BRONX BANK OF NEW YORK MELLON TRUST COMPANY, N.A. AS TRUSTEE FOR MORTGAGEE ASSETS MANAGEMENT SERIES I TRUST, Plaintiff AGAINST KEVIN MILLER AS HEIR TO THE ESTATE OF HUGH C. MILLER, WHO WAS SURVIVING SPOUSE OF IGENA G. MILLER, TIFFANY MILLER AS HEIR TO THE ESTATE OF HUGH C. MILLER, WHO WAS SURVIVING SPOUSE OF IGENA G. MILLER, ET AL., Defendant(s) Pursuant to a Judgment of Foreclosure and Sale duly entered September 12, 2024, I, the undersigned Referee will sell at public auction at Courtroom 711, Bronx County Supreme Court, 851 Grand Concourse, Bronx, NY on March 23, 2026 at 2:15 PM, premises known as 4067 Baychester Avenue, Bronx, NY 10466. All that certain plot piece or parcel of land, with the buildings and improvements erected, situate, lying and being in the Borough and County of Bronx, City and State of New York, Block 4981, Lot 159. Approximate amount of judgment $340,866.19 plus interest and costs. Premises will be sold subject to provisions of filed Judgment Index #35216/2018E. Only Bank or Certified check payable to the Referee will be accepted for the downpayment. No third party check or cash will be accepted. Frank D. Lombardi, Esq., Referee Gross Polowy, LLC 1775 Wehrle Drive Williamsville, NY 14221 18-000190 88441
20881 f23-M m16

LIMITED LIABILITY ENTITIES

NOTICE OF FORMATION of 408 MONTICELLO OWNER LLC Arts. of Org. filed with Secy. of State of NY (SSNY) on 02/11/26. Office location: NY County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to Corporation Service Co., 80 State St., Albany, NY 12207-2543. Purpose: Any lawful activity.
21627 Feb23 m Mar30

NOTICE OF QUALIFICATION of WINDMARK CAPITAL, LLC Appl. for Auth. filed with Secy. of State of NY (SSNY) on 08/22/25. Office location: NY County. LLC formed in Delaware (DE) on 08/14/25. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to Bryan H. Lawrence, 410 Park Ave., 19th Fl., NY, NY 10022. DE addr. of LLC: c/o Corporation Service Co., 251 Little Falls Dr., Wilmington, DE 19808. Cert. of Form. filed with Secy. of State, 401 Federal St., Dover, DE 19901. Purpose: Any lawful activity.
21632 Feb23 m Mar30

LIMITED LIABILITY ENTITIES

NOTICE OF FORMATION of LUDLOW DM LLC. Arts. Of Org. filed with SSNY on 12/12/2025. Office location: Nassau SSNY desg. as agent of LLC upon whom process against it may be served. SSNY mail process to 185 GREAT NECK ROAD, SUITE 250, GREAT NECK, NY 11021. Any lawful purpose.
21557 Feb23 m Mar30

NOTICE OF FORMATION of LUDLOW HOMA LLC. Arts. Of Org. filed with SSNY on 12/12/2025. Office location: Nassau SSNY desg. as agent of LLC upon whom process against it may be served. SSNY mail process to 185 GREAT NECK ROAD, SUITE 250, GREAT NECK, NY 11021. Any lawful purpose.
21558 Feb23 m Mar30

NOTICE OF FORMATION of LUDLOW SIM LLC. Arts. Of Org. filed with SSNY on 12/12/2025. Office location: Nassau SSNY desg. as agent of LLC upon whom process against it may be served. SSNY mail process to 185 GREAT NECK ROAD, SUITE 250, GREAT NECK, NY 11021. Any lawful purpose.
21559 Feb23 m Mar30

NOTICE OF FORMATION of LUDLOW SIN LLC. Arts. Of Org. filed with SSNY on 12/12/2025. Office location: Nassau SSNY desg. as agent of LLC upon whom process against it may be served. SSNY mail process to 185 GREAT NECK ROAD, SUITE 250, GREAT NECK, NY 11021. Any lawful purpose.
21561 Feb23 m Mar30

NOTICE OF FORMATION of MODUS PARTNERS, LLC. Arts. of Org. filed with SSNY on 02/05/2026. Office location: New York SSNY desg. as agent of LLC upon whom process against it may be served. SSNY mail process to 1370 6TH AVENUE, FLOOR 31, NEW YORK, NY 10019. Any lawful purpose.
21564 Feb23 m Mar30

NOTICE OF FORMATION of NBO MGT AND OPERATIONS LLC. Arts. Of Org. filed with SSNY on 02/10/2026. Office location: Nassau SSNY desg. as agent of LLC upon whom process against it may be served. SSNY mail process to 14 PRESCOTT STREET, LIDO BEACH, NY 11561. Any lawful purpose.
21518 Feb23 m Mar30

NOTICE OF FORMATION of ONE TWENTY ONE HOLDINGS LLC. Arts. Of Org. filed with SSNY on 02/06/2026. Office location: Nassau SSNY desg. as agent of LLC upon whom process against it may be served. SSNY mail process to 600 MAMARONECK AVENUE, #400, HARRISON, NY 10528. Any lawful purpose.
21521 Feb23 m Mar30

See *Decisions in the News* only at NYLJ.COM

LIMITED LIABILITY ENTITIES

NOTICE OF QUALIFICATION of ART APOTHECARY, LLC Appl. for Auth. filed with Secy. of State of NY (SSNY) on 02/05/26. Office location: NY County. LLC formed in Louisiana (LA) on 03/10/21. Princ. office of LLC: 143 East 29th St., Apt. 2, NY, NY 10016. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to Corporation Service Co., 80 State St., Albany, NY 12207-2543. Cert. of Form. filed with Secy. of State, 8585 Archives Ave., Baton Rouge, LA 70809. Purpose: Any lawful activity.
21626 Feb23 m Mar30

NOTICE OF QUALIFICATION of L.I.C. WAREHOUSE REALTY COMPANY, LLC Appl. for Auth. filed with Secy. of State of NY (SSNY) on 02/06/26. Office location: NY County. LLC formed in Delaware (DE) on 12/03/85. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to Corporation Service Co. (CSC), 80 State St., Albany, NY 12207-2543. DE addr. of LLC: c/o CSC, 251 Little Falls Dr., Wilmington, DE 19808. Cert. of Form. filed with Secy. of State, John G. Townsend Bldg., 401 Federal St., Ste. 4, Dover, DE 19901. Purpose: Any lawful activity.
21629 Feb23 m Mar30

NOTICE OF FORMATION of 459 EAST PINE LLC. Arts. Of Org. filed with SSNY on 02/05/2026. Office location: Nassau SSNY desg. as agent of LLC upon whom process against it may be served. SSNY mail process to 459 EAST PINE STREET, LONG BEACH, NY 11561. Any lawful purpose.
21534 Feb23 m Mar30

KOPOS WORKSHOP LLC Art of Org. filed with the SSNY on 02/04/2026 Office: NEW YORK COUNTY. SSNY is designated as the agent of the LLC for service of process. Any legal documents served to the LLC through SSNY will be forwarded to LEGALCORP SOLUTIONS, LLC 11 BROADWAY SUITE 615 NEW YORK, NY 10004 Purpose: Any lawful purpose.
21637 F23 M M30

NOTICE OF FORMATION of 678/686 DEER PARK AVENUE, LLC. Arts. Of Org. filed with SSNY on 11/19/2025. Office location: Nassau SSNY desg. as agent of LLC upon whom process against it may be served. SSNY mail process to 7 TWELVEPENCE COURT, MELVILLE, NY 11747. Any lawful purpose.
21536 Feb23 m Mar30

LIMITED LIABILITY ENTITIES

NOTICE OF FORMATION of CHERRY WILLOW, LLC. Arts. of Org. filed with SSNY on 12/22/2025. Office location: New York SSNY desg. as agent of LLC upon whom process against it may be served. SSNY mail process to 201 EAST 23RD STREET, UNIT PHA, NEW YORK, NY 10010. Any lawful purpose.
21553 Feb23 m Mar30

NOTICE OF FORMATION of DGK HOLDINGS LLC Arts. of Org. filed with Secy. of State of NY (SSNY) on 02/09/26. Office location: NY County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to Corporation Service Co., 80 State St., Albany, NY 12207-2543. Purpose: Any lawful activity.
21625 Feb23 m Mar30

NOTICE OF FORMATION of GRAND BRANDS GROUP, LLC Arts. of Org. filed with Secy. of State of NY (SSNY) on 02/16/26. Office location: NY County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to Vedder Price P.C., Attn: Robert Salame, 1633 Broadway, 31st. Fl., NY, NY 10019. Purpose: Any lawful activity.
21624 Feb23 m Mar30

NOTICE OF FORMATION of HARBOR HEALTH & WELLNESS MANAGEMENT LLC. Arts. Of Org. filed with SSNY on 11/18/2025. Office location: Nassau SSNY desg. as agent of LLC upon whom process against it may be served. SSNY mail process to 600 MAMARONECK AVENUE #400, HARRISON, NY 10528. Any lawful purpose.
21556 Feb23 m Mar30

NOTICE OF FORMATION of ISC 490 FULTON LLC Arts. of Org. filed with Secy. of State of NY (SSNY) on 02/10/26. Office location: NY County. Princ. office of LLC: 73 Spring St., 5th Fl., NY, NY 10012. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to Corporation Service Co., 80 State St., Albany, NY 12207-2543. Purpose: Any lawful activity.
21631 Feb23 m Mar30

NOTICE OF QUAL. of NEW LANE MEXICO LLC Auth. filed with SSNY on 02/19/2026. Office location: New York. LLC formed in DE on 12/12/2025. SSNY desg. as agent of LLC upon whom process against it may be served. SSNY mail process to: 28 LIBERTY STREET, NEW YORK, NY, 10005. Arts. of Org. filed with DE SOS. Townsend Bldg. Dover, DE 19901. Any lawful purpose.
21633 Feb23 m Mar30

LIMITED LIABILITY ENTITIES

NOTICE OF FORMATION of RFHWPA LLC. Arts. Of Org. filed with SSNY on 03/31/2025. Office location: Nassau SSNY desg. as agent of LLC upon whom process against it may be served. SSNY mail process to 22 PICKWICK TERRACE, ROCKVILLE CENTRE, NY 11570. Any lawful purpose.
21525 Feb23 m Mar30

NOTICE OF FORMATION of RIVIA IMAGING, LLC. Arts. Of Org. filed with SSNY on 02/09/2026. Office location: Nassau SSNY desg. as agent of LLC upon whom process against it may be served. SSNY mail process to 1334 CLUB DRIVE, HEWLETT, NY 11557. Any lawful purpose.
21527 Feb23 m Mar30

NOTICE OF FORMATION of RVR COLLECTIVE LLC. Art. Of Org. filed with the Sect'y of State of NY (SSNY) on 12/07/25. Office in New York County. SSNY has been designated as agent of the LLC upon whom process against it may be served. SSNY shall mail process to the LLC, 580 5TH AVE STE 615 NEW YORK, NY, 10036. Purpose: Any lawful purpose
21622 Feb23 m Mar30

NOTICE OF FORMATION of SOPINK GROUP 1, LLC. Arts. Of Org. filed with SSNY on 12/09/2025. Office location: Nassau SSNY desg. as agent of LLC upon whom process against it may be served. SSNY mail process to 94 HAVEN LANE, LEVITTOWN, NY 11756. Any lawful purpose.
21530 Feb23 m Mar30

NOTICE OF FORMATION of TWO GENERATIONS PILATES LLC. Arts. Of Org. filed with SSNY on 01/28/2026. Office location: Nassau SSNY desg. as agent of LLC upon whom process against it may be served. SSNY mail process to 265 SUNRISE HWY, ROCKVILLE CENTRE, NY 11570. Any lawful purpose.
21532 Feb23 m Mar30

NOTICE OF FORMATION of PILATES PARTNERS LLC. Arts. Of Org. filed with SSNY on 02/05/2026. Office location: Nassau SSNY desg. as agent of LLC upon whom process against it may be served. SSNY mail process to 893 HEMPSTEAD TURNPIKE, FRANKLIN SQUARE, NY 11010. Any lawful purpose.
21524 Feb23 m Mar30

NOTICE OF FORMATION of CAPTAIN SALVADOR RIVAS III LLC. Arts. Of Org. filed with SSNY on 01/27/2026. Office location: Nassau SSNY desg. as agent of LLC upon whom process against it may be served. SSNY mail process to 6 OLIVE COURT, ROCKVILLE CENTRE, NY 11570. Any lawful purpose.
21548 Feb23 m Mar30

LIMITED LIABILITY ENTITIES

NOTICE OF FORMATION of A&P SENIOR INVESTORS, L.P. Cert. of LP filed with Secy. of State of NY (SSNY) on 02/11/26. Office location: NY County. Princ. office of LP: 41 Madison Ave., Ste. 3122, NY, NY 10010. Latest date on which the LP may dissolve is 2/4/2125. SSNY designated as agent of LP upon whom process against it may be served. SSNY shall mail process to Corporation Service Co., 80 State St., Albany, NY 12207-2543. Name and addr. of each general partner are available from SSNY. Purpose: Any lawful activity.
21628 Feb23 m Mar30

NOTICE OF FORMATION of HAINLIN MILLS PRESERVATION, L.P. Cert. of LP filed with Secy. of State of NY (SSNY) on 02/12/26. Office location: NY County. Princ. office of LP: 30 Hudson Yards, 72nd Fl., NY, NY 10001. Latest date on which the LP may dissolve is 12/31/2126. SSNY designated as agent of LP upon whom process against it may be served. SSNY shall mail process to Corporation Service Co., 80 State St., Albany, NY 12207-2543. Name and addr. of each general partner are available from SSNY. Purpose: Any lawful activity.
21623 Feb23 m Mar30

NOTICE OF FORMATION of LTBL SIGN CONSULTING LLC Arts. of Org. filed with Secy. of State of NY (SSNY) on 02/09/26. Office location: NY County. Princ. office of LLC: 55 Broadway, Ste. 2101, NY, NY 10006. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to Corporation Service Co., 80 State St., Albany, NY 12207-2543. Purpose: Any lawful activity.
21630 Feb23 m Mar30

NOTICE OF FORMATION of AVANDO MANAGEMENT LLC. Arts. of Org. filed with SSNY on 11/03/2025. Office location: New York SSNY desg. as agent of LLC upon whom process against it may be served. SSNY mail process to 217 WEST 57TH STREET, #85E/W, NEW YORK, NY 10019. Any lawful purpose.
21546 Feb23 m Mar30

NOTICE OF QUAL. of HONEYBALL HOLDINGS, LLC Auth. filed with SSNY on 10/30/2025. Office location: New York. LLC formed in IL on 11/08/2012. SSNY desg. as agent of LLC upon whom process against it may be served. SSNY mail process to: 50 WOOSTER ST., APT. 2NR, NEW YORK, NY, 10013. Arts. of Org. filed with IL SOS. 501 S Second St, Springfield, IL 62756. Any lawful purpose.
21595 Feb23 m Mar30

See *Decisions of Interest* only at NYLJ.COM

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New York County

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805410/14 Teman v. Braverman
805168/22 Zoric v. Chrisomalis Md

WEDNESDAY, FEB. 25

655993/25 Butler v. Mount Sinai Health System

Part 7

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

MONDAY, FEB. 23

150808/26 1052 East 102 LLC v. NYC Dept. of Bldgs. Et Al
651124/25 385 Fifth Ave. LLC v. Pnk N Blue Inc Et Al
101182/25 Abreu v. Dept. of Health - Vital Statistic in NYC
150498/26 Brenner v. Brenner
653095/24 Christou v. Lin
452276/24 Comm'rs. of State Ins. Fund v. Brothers Bar Corp
158691/22 Day v. The Plumber's Shop & Associates LLC Et Al
161376/24 Fernandez v. Live Nation Entertainment, Inc. Et Al
115788/09 Harris v. Segal
165141/25 Hellman Electric LLC Et Al v. NYC Et Al
653209/25 Hunter Roberts Const. Group LLC Et Al v. Travelers Prop. Casualty Co. of America Et Al
101406/24 Meirowitz v. Rouse
655730/21 Mohegan Tribal Gaming Auth. D/b/a Mohegan Sun D/b/a Mtga v. Race Rally Media LLC D/b/a Race Rally Media
155412/23 Molina Hernandez v. 282 Grand St. LLC Et Al
654144/22 Nassar v. Cook
150679/26 Odierno v. NYC Et Al
161700/23 P. v. Sco Family of Services
160818/23 Parilla v. 122 Rlty. (2012) LLC Et Al
159612/24 Robinson v. 1and8 Inc. D/b/a Museum of Ice Cream
152164/25 Salazar v. 160 Front St. Associates LLC Et Al
101002/23 Santiago v. Sergeyev
151047/24 Sindab v. McLeod
155633/25 State Farm Mutual Automobile Ins. Co. v. All City Family Healthcare Center, Inc. Et Al
151189/26 Tatras Const. Corp. v.
150358/21 The Board of Mgrs. of Cove Club Condominium v. Jade Car Park
151939/25 Vallejo-Rosero v. Hing Sing Trading Inc.
655646/25 Win Prop. Mgt. LLC v. Final Frame LLC

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150808/26 1052 East 102 LLC v. NYC Dept. of Bldgs. Et Al
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155633/25 State Farm Mutual Automobile Ins. Co. v. All City Family Healthcare Center, Inc. Et Al
151189/26 Tatras Const. Corp. v.

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157495/24 Cross v. NYC
162733/25 Doe v. Barnard College
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151443/18 Jimenez v. St. Nicholas Ave. Housing
158118/24 Magno De Souza Figueiredo v. Rybak Dev. Corp. Et Al
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WEDNESDAY, FEB. 25

150781/25 Alvarez v. Construction Management Aa
154156/24 Bernal Parra v. 99 John Deco Lofts Condominiums
160413/24 Goldberg Segalla Llp v. Ethan
650811/26 in The Matter of The Application of Mg LLC D/b/a Tranzact. v. Boldr, Inc.
154974/25 Incorvaia v. Continental Stock Transfer & Trust Co. Et Al
652157/25 Jp Morgan Chase Bank v. Kavka
163953/25 Murillo v. Board of Education of The City School Dist. of NYC Et Al
158322/25 Newbery v. Bathhouse Hldgs. LLC D/b/a Bathhouse Flatiron
157210/24 Parisi v. Village View Housing Corp. Et Al
150804/24 Ray v. Big City Parking LLC Et Al
100036/26 Rodriguez v. N.Y.C. Dept. of Health And Mental Hygiene
152176/25 Rosado v. Dave Friedman 2
651888/24 Tessler v. Hager
150243/26 Vox Funding LLC v. Charles Schwab & Co., Inc. Et Al

Part 9

Justice Linda M. Capitti
60 Centre Street
Phone 646-386-3848
Room 355

MONDAY, FEB. 23

365145/23 Chen v. Chen
321575/22 Cunningham v. Cornish-Cunningham
300761/19 Davis v. Yu
365480/20 Taplitzky v. Taplitzky
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365480/20 Taplitzky v. Taplitzky
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365347/25 Harris v. Harris
365139/23 Hermenegildo-Rivera v. Rivera III
365078/20 Kramer v. Kramer
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365277/25 Coll v. Zoepf
365530/23 Colucci v. Colucci
300229/25 Deng v. Lu
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300198/20 Heskett v. Heskett
365548/23 Lee v. Cheung
302021/22 Ramos v. Ramos Sanchez
158901/24 Sherman v. Buell

Motion

300229/25 Deng v. Lu

Part 11

Justice Lyle E. Frank
60 Centre Street
Phone 646-386-3314
Room 412

MONDAY, FEB. 23

650231/25 45 B'way. Owner LLC v. Seabridge Chartering LLC Et Al
151329/26 Abramowitz v. NYC Et Al
153289/19 Board of Mgrs. of The v. 141 East 88th St.
156188/24 C. v. NYC Et Al
653200/25 Collective Brilliant LLC v. Ez Star Corp. Et Al
157058/23 Diehl And Diehl Corp. v. Shorty's Clinton LLC Et Al
655000/23 Flagstar Bank. N.A. v. Gigante Jr.
155741/24 Fora Financial Asset Securitization 2021 v. T. Carrillo Funeral Service
656325/25 Fora Financial Warehouse 2024 v. Obrien Const. Mgt. LLC D/b/a O'Brien Const. Mgt. Et Al
154781/24 Fora Financial Warehouse v. Fresh Produce Essentials Corp. Et Al
654658/25 Forever Funding v. Jml Mgt. LLC Et Al
166130/25 Gonen v. NYC Police Dept. Et Al
659185/25 John Hancock Life And Health Ins. Co. Et Al v. Nyi-Sirius LLC Et Al
150806/25 Law Office of Jack Jaskaran v. NYC Police Pension Fund Et Al
452785/25 NYCHA v. Lilly
165023/25 Pennrose NY Developer v. NYC Et Al
152322/20 Solidgold Rlty. v. Bkny USA LLC
162327/14 Toktassynova v. Victor
651955/22 U.S. Fire Ins. Co. v. Hudson Machine Works, Inc. Et Al
157137/25 Unitrin Safeguard Ins. Co. v. Henderson Md

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654658/25 Forever Funding v. Jml Mgt. LLC Et Al
152322/20 Solidgold Rlty. v. Bkny USA LLC

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653737/24 134 Jane St. LLC v. Gza Geoenvironmental, Inc.
653723/23 303 East 37th St. Owners Corp. v. Strathmore Ins. Co.
153821/25 Avis Budget Group, Inc. Et Al v. Dorvilier
101150/25 Best v. NYCHA - Grant Houses
155869/18 Bresac LLC v. Liss
652581/25 Conair Corp. v. Westerman Const. Co., Inc.
151590/26 Fiallos v. Samuels
111880/11 Kenan v. Blit
151706/25 Korn Jr. v. Korn
157168/25 Krips v. NYC Dept. of Education Et Al
652511/24 Lystra Ebron v. 1346 Pacific St LLC
160732/15 Real World Hldgs. LLC v. 393 West B'way. Corp.
653344/25 Release Recovery LLC v. 55 W 19 LLC Et Al
656196/23 The Board of Mgrs. of 280 St. Marks Ave. Condominium v. Escorial 280 Sma
152634/23 Union Mutual Fire Ins. Co. A/s/o Jfd Prop. Mgt. Inc v. Pba Enterprise

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153821/25 Avis Budget Group, Inc. Et Al v. Dorvilier
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151706/25 Korn Jr. v. Korn
157168/25 Krips v. NYC Dept. of Education Et Al

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162003/25 110 Mac LLC v. 110 Macdougal St.
654984/25 150 William St. Associates Lp v. Pride Optique LLC Et Al
652771/25 Assure Global v. Mk Capital Hldgs.
153299/24 Board of Mgrs. of Central Park Pl. Condominium v. 21647 LLC Et Al
451025/25 Bohlen v. Salamon
655191/25 Canatal Steel USA Inc. v. 220 Eleventh LLC
656229/23 Clarke Contracting LLC v. Promethean Builders LLC Et Al
653810/25 Empire LLC v. Fteha
655905/20 Escrown LLC v. Arepas NYC Corp.
659320/25 Itria Ventures LLC v. G3 Environmental Const. LLC Et Al
659091/25 Jurysta v. 254 Park Ave. South LLC
654211/22 Kornfeld v. Fumoha Dev. Corp. Et Al
159476/24 Leaf Capital Funding v. Children's Museum of The Arts Inc.
156080/25 Randolph Associates v. Munn
155385/24 Santander Bank v. Hidden Owl LLC D/b/a Lavitta's Et Al
650259/24 Seneca Ins. Co., Inc. Et Al v. Maxum Indemnity Co.
164558/25 Smoke Scene Inc. v. NYC Office of Administrative Trials And Hearings Et Al
159790/24 Star Strong Capital v. Geste Designs Inc. Et Al
165110/25 U.S. Bank Nat. Assoc. D/b/a Elan Financial Services v. Kamara
655895/25 Univ. Settlement Society of NY v. Hova Contracting Corp. Et Al

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162003/25 110 Mac LLC v. 110 Macdougal St.
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654211/22 Kornfeld v. Fumoha Dev. Corp. Et Al
159790/24 Star Strong Capital v. Geste Designs Inc. Et Al

Part 12

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

MONDAY, FEB. 23

154445/24 Alvarez Ramirez v. Anthony T. Rinaldi
159861/22 Koller v. NYC Et Al
153291/21 Lamonica v. Lendlease (us) Const. Lmb, Inc. Et Al
100272/24 Rodriguez v. Edward A. Caban

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158639/21 50 West Eunsook C.K. Corp And Daniel Chu v. Illest-Rated Entertainment Inc. D/b/a The Mes Hall, Christopher Vinson And Pinecrest Bay Properties, Inc.
162316/19 Ambrose v. City Univ. Const.
150600/22 Doe v. Duff
659875/24 Fab Beauty LLC v. 22 E 14 LLC Et Al
152630/25 in The Matter of The Application of Saikh Rahman v. NYC Dept. of Correction Et Al
650234/25 Kikov v. Alishaev
655801/24 Leech Tishman Robinson Brog v. Davidi Gilo
151270/20 Nehorayan v. Metro Floral Designs
158218/20 Stango v. Silverstein Properties

WEDNESDAY, FEB. 25

158639/21 50 West Eunsook C.K. Corp And Daniel Chu v. Illest-Rated Entertainment Inc. D/b/a The Mes Hall, Christopher Vinson And Pinecrest Bay Properties, Inc.
156578/22 729 Third Ave Restaurant LLC v. Dolp 733 Properties II LLC Et Al
153520/21 Amaral v. Turner Const. Co. Et Al
156410/24 Bahr v. A.K.S. Int'l Inc.
161258/20 Bergan v. Alexico Group
159996/23 Bunay v. Jamestown Ots
451635/24 NYC v. Ghani
157364/20 Espinal Cabrera v. 50 Hymc LLC
156999/20 Garcia v. NY 18d LLC
158979/23 Gonzalez v. St. Lukes Roosevelt Hosp. Center D/b/a Mount Sinai Morningside
158459/21 Gross v. Zaki Isaac B. Tamir Et Al
154344/21 Iakovos, Inc. v. Chipolte Mexican Grill, Inc. A.K.A. Chipolte Et Al
153673/23 Leonik v. 80-02 Fee Owner LLC Et Al
651147/21 Manhattan Institute, Inc. v. Crown Plumbing Inc.
952261/23 McKee v. Cosby Jr.
152206/24 Montemerlo v. Crisp
159573/24 Navarino v. NYU Langone Health
159077/21 NY Marine And General Ins. Co. Et Al v. Merchants Mutual Ins. Co. Et Al
152995/21 Philadelphia Indemnity Ins. Co. v. Gfp Real Estate
655858/23 Platinum Maint. Services Corp. v. Cohen Brothers Rlty. Corp.
151258/21 Pomaquiza v. The 45 E 89 St Condo Et Al
158403/22 Rangel v. The Ford Foundation Et Al
151396/23 Reyes Obando v. Skyline Restorations Inc. Et Al
155231/23 Sentinel Ins. Co. Ltd. As Subrogee of Manhattan Institute, Inc. v. Gfp Real Estate
160151/22 Shkreli v. Standard Waterproofing Corp. Et Al
650460/25 Sirmans v. Td Bank
159576/21 Spinelli v. Lendlease (us) Const. Lmb
154175/24 The Law Offices of Brent H. Blakely Dba Blakely Law Group v. By Humankind, Inc., A Delaware Corp.; And Does 1-10, Inclusive;
153043/24 Tipan v. Capstone Contracting Corp.
151385/24 Upstate Hldgs. NY LLC v. Loeffler
160883/22 Whitted v. B'way. 85th LLC Et Al
651543/23 Zurich American Ins. Co. v. Accident Fund Ins. Co. of America Et Al

Court Calendars

COURT NOTES

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

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

- Strategies for mitigating bias, with the Advisory Committee calling for safeguards to ensure that AI tools are developed and implemented in a manner that promotes equity, prevents unfair bias, and supports the courts' ability to safeguard the rights of all individuals, particularly those from historically marginalized communities. The report contains detailed findings from the Bias and Equity subcommittee that address the risks, as well as the legal and ethical challenges, presented by AI in the justice system.

These findings underscore the need for guardrails to prevent algorithmic bias, along with crossvalidation protocols and strict limits on AI, particularly in the high-risk context of assisting with crucial decisions such as bail and sentencing.

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

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

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

Part 14

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

MONDAY, FEB. 23

656614/22 Flores v. Dinosaur Restaurants
656568/22 Laws Const. Corp. v. NYC (dept. of Parks And Recreation)
656207/23 Laws Const. Corp. v. NYC
652386/23 Laws Const. Corp. v. NYC (the Dept. of Parks & Recreation)
151328/20 Mercado v. 605 Third Ave. Fee
654919/23 Re-Steel Distribution Co., Inc. v. New Major Bldg. Supply
151664/23 Sala v. Kim
154808/23 The Estate of Stanton Vollman v. Leon

TUESDAY, FEB. 24

656214/16 11-15 St. Nicholas Ave. Hdfc v. Shaw
850361/23 57th St. Vacation Owners Assoc., Inc., By And Through Its Board of Directors v. Ghent
650500/23 Aicon Contemporary v. Dutta
850364/24 Axos Bank v. Cohly
158057/14 Chen v. G & M Enterprises of East
650987/19 Country-Wide Ins. Co. v. White
100269/23 Gu v. Uber Technologies Inc.
850048/25 Hilton Resorts Corp. v. Lam
850058/25 Hilton Resorts Corp. v. Madigan-Hughes
850050/25 Hilton Resorts Corp. v. Pettengill Jr.
850051/25 Hilton Resorts Corp. v. Wetzel
156515/22 Kellar v. Mansion Rlty. LLC Et Al
159859/18 Morrison Cohen Llp v. Wertzberger
650360/20 Price & Pierce v. Wall St. Trading, Inc.
650608/19 Sabr Chemicals Group v. Northeast Chemicals, Inc.
654428/19 Soto v. Dpc New York, Inc.
654701/20 Strategic Funding Source, Inc. v. Leary
654255/19 Supreme General Contracting v. Lieb

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

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651860/18 Bougard v. Diggs
153525/23 Francisco v. 1600 Amsterdam Harlem Group
153861/23 Gambino v. 27 Hldgs. I LLC Et Al
152002/23 Guapi Morocho v. 1350 B'way. LLC Et Al
159450/18 House v. Slow Food LLC
152043/22 Jiang v. East Moon Corp.
155397/20 Neal v. Extell Dev. Co.
159970/20 Oles v. Metro-North Commuter RR. Co. Et Al
158663/22 Saad v. Planet Fitness Gym Et Al
152042/22 Santos v. Cauldwell-Wingate Co.
656705/20 Trigoboff v. Matthew T. Cloth Pi Inc.
160870/22 Williams v. United Pacific Dev. Corp Et Al

Motion

651312/20 Avo Const. LLC v. Ca Const. Inc.
159450/18 House v. Slow Food LLC

Part 15

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

MONDAY, FEB. 23

365690/25 Cowan v. Mooney
303856/20 Gurdon v. Simpson
365494/24 Sansone v. Sansone
300112/25 Thompson v. Thompson

TUESDAY, FEB. 24

365176/25 Penaranda v. Garcia

WEDNESDAY, FEB. 25

301272/25 Quiroz v. Gonzalez Salce
305230/20 Salem v. Lucas Salem

Part 17

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

TUESDAY, FEB. 24

156853/24 Adams v. Harmon
158907/24 Baker v. The NYCHA
155542/22 Bembenek v. Sl Green Rlty. Corp. Et Al
155721/24 Bleich v. The Board of Mgrs. of 13 Harrison St. Condominium Et Al
154778/24 Cavano v. Hudson Square Rlty.
154135/23 Cayemitte v. Vincent
153894/24 Cipriani USA, Inc. v. Heaton
156255/24 Continental East v. Murini Hldgs. LLC
156140/24 Contreras v. Sanchez
155726/24 De Jesus Gomez v. Warner Const. Services Inc Et Al
154702/24 Executive Indemnity Risk Inc. A/s/o 220 NYC Hldgs., Lp Et Al v. Almar Plumbing & Heating Corp.
154249/23 Franco v. Foxwood Rlty. LLC Et Al
157497/24 Hernandez Gonzalez v. Turner Const. Co. Et Al
158584/23 Histon v. Nirschel
160700/21 Ideal Rlty. LLC Et Al v. Flat Lg LLC Et Al
156957/24 Individually And As Mother And Natural Guardian of L.B. v. Brussels Equities Hldg. Ltd. Partnership Et Al
158718/23 Jones v. Sea Crest At Amagansett Corp. Et Al
155203/23 Leung v. Hach & Rose
158750/23 Lewis v. Fly-E Group, Inc. Et Al
155568/23 Lucas-Falcones v. Cauldwell-Wingate Co.
157046/24 Maldonado Aguirre v. 27-34 Jackson L.L.C. Et Al
154588/24 Margolla v. Aac Cross County Mall LLC Et Al
156453/24 Marino v. Babad Mgt. Co., LLC Et Al
158427/20 Morales v. Ahrc School Et Al
154717/24 Munford v. Port Auth. of NY And New Jersey
154672/24 O'Neill v. Jonsir Rlty.
156883/24 Olivera-Greene v. NYCHA Et Al
152649/22 Ortiz v. Chez Josephine
154954/22 Poalacin v. Sl Green Rlty. Corp. Et Al
155465/24 R. v. Fisher
154464/23 Ramsey v. 47 Ann St. Associates
155736/23 Rivas Rodriguez v. St Nicholas 24 LLC
156171/24 Robinson v. Terrace Apts. Bldg. Co. Inc.
154458/24 Rosca v. Ponte Gadea NY
100426/24 Said Abbasy v. General Motors Et Al
155335/23 Santos Santana v. 3815 Ninth Ave. Meat & Produce Corp. D/b/a Compare Foods Supermarket Et Al
157121/23 Sauber v. The Northmoore Condominium Et Al
158240/23 Starke v. New York--Presbyterian Hosp./columbia Univ. Irving Medical Center Et Al
156321/24 State Farm Mutual Automobile Ins. Co. v. All City Family Healthcare Center, Inc. Et Al
154191/24 Stewart v. Marriott Int'l, Inc. Et Al
154942/23 Toure v. Campbell Md
157392/23 Verdugo Vivar v. Liberty Regional Center LLC Et Al
155292/24 W. v. NYCHA Et Al
101282/23 Walker v. Fieldbridge Mgt.

WEDNESDAY, FEB. 25

161625/21 269 West 87th St. Apt. Corp. Et Al v. Leeding Builders Group LLC Et Al
805061/24 Alice Patton v. Famous Original Rays Pizza 3 Et Al
151161/23 Allstate Ins. Co. As Subrogee of Michael Lehmann And Mary Ellen Lehmann v. Con Ed, Inc. Et Al
159557/23 Andersen v. The Harrison Brassiere & Bar
100119/24 Aretakis v. Peninsula Hotel
160328/23 Aspen American Ins. Co. Et Al v. Harbor Freight Tools Co.
159701/24 Barber v. Loreal USA, Inc. Et Al
162029/23 Benyamin v. 80 South St.
159491/24 Bowie v. Mac 1 Food And Beverage LLC Et Al
160765/23 Contin Tavarez v. West 180 St. Associates L.P
160086/23 Cook v. Hug Buddy Hldgs.
152927/22 Corley v. 337 West 138 St. Hldgs. LLC
160519/24 Costo v. Deer Mountain Day Camp, Inc.
162289/23 Crespin Molina v. Empire General Contracting & Painting Corp. Et Al
161722/23 Danielson v. NYCHA Et Al
160669/23 Delancey v. The NYCHA
156144/24 Deliotte v. L'oreal USA, Inc. Et Al
161652/23 Disieno v. McDonald's USA LLC Et Al
159690/24 Dumigan v. L'oreal USA, Inc. Et Al
159059/23 Ellis v. Rite Aid of New York, Inc. Et Al
156671/24 Eun-Jimenez v. Capital One Cafe Et Al
159463/25 Garcia v. L'oreal USA, Inc. Et Al
159683/24 George v. L'oreal USA, Inc. Et Al
156507/22 Gibson v. Hotel Carlyle Owners Corp. Et Al
162162/23 Golden Ins. Co. v. Vogrin & Frimet
451095/24 Golding v. NYCTA Et Al
159477/25 Greenberg v. Loreal USA, Inc. Et Al
161965/24 Harrington v. 40 Broad St. Condominium Et Al
160872/23 Jake Newman v. Syracuse Univ. Et Al
151744/24 Jennings v. Port Auth. of NY And New Jersey Et Al
160270/22 Jjcrr Infant By His Mother And Natural Guardian Alfida M. Cordero Rodriguez And Alfida M. Cordero Rodriguez Individually v. NYCHA
651701/24 Kem Rlty. LLC v. Seneca Ins. Co., Inc.
152162/22 Konstantinovic v. Finch Apt. Corp. Et Al
160208/22 Lopez v. Columbia Univ City NY Tr A/k/a Columbia Univ. City NY Trustees
452520/24 Love v. NYCH&HC Corp. Et Al
150258/23 Marcelin v. Strycker's Bay Apts. Inc Et Al
160841/23 Mateo v. Perfetto Contracting Co. Inc. Et Al
150351/24 Mayflower Business Group v. Poon
160923/23 McConnell v. Marlton Hotel Operating LLC Et Al
160631/22 Ochoa v. Frazier
159722/23 Penaherrera v. The Forester Co. Et Al
160304/24 Podvorchan v. Bpp Parker Tower Prop. Owner LLC Et Al
150123/24 Rance v. L'oreal USA, Inc. Et Al
160733/23 Ruback v. Hudson 46 Inc D/b/a Harbor NYC Et Al
162196/23 S v. NYCHA Et Al
160371/24 Sirkis v. Con Ed Co. of New York, Inc. Et Al
161212/23 Stanicky v. Jc Hosp.ity LLC D/b/a 'the Surf Lodge' Et Al
150764/24 State Farm Mutual Automobile Ins. Co. v. Cabrera
162056/23 Steward v. 1865 Second Ave. Condominium Et Al
160478/23 Thompson v. Terence Cardinal Cooke Health Care Center
160596/23 Thompson-Jenkins v. Boulevard Together Master Tenant LLC Et Al
150577/24 Tineo v. Richmond Const. Inc. Et Al
161239/23 Tisi v. Metro. Transportation Auth. Et Al
156462/24 Toosh USA, Inc. v. Takahashi
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159542/23 Unitrin Safeguard Ins. Co. v. Bennett
159366/22 Vaidynathan v. 1400 St. Nicolas LLC D/b/a Safe Heart Pharmacy
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Part 19

Justice Lisa A. Sokoloff
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Part 20 ADR

Justice Deborah A. Kaplan
60 Centre Street
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Courtroom 422

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150514/21 Garcia v. Casillo
154330/22 Hansen v. Tkg-Storagemart Partners

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

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365137/24 Hirschfeld v. Hirschfeld—1 P.M.
365021/22 Vazquez v. Xu—9:30 A.M.

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320496/25 Baptiste-Midy v. Midy—9:30 A.M.
320567/21 Boafo-Abiah v. Abiah
365560/23 Buckley v. Beck—10:30 A.M.
365210/22 Dogramaciyan v. Ekizian—9:30 A.M.
321220/24 Fontenla v. Romero-Fontenla
321116/24 Kuan v. Romano—9:30 A.M.
321554/22 Lin v. Huang—9:30 A.M.
365062/23 Matthews v. Matthews—4:30 P.M.
365213/22 Morrow v. Morrow—10 A.M.
365213/22 Morrow v. Morrow
320261/23 Musumeci v. Musumeci—9:30 A.M.
365019/24 Summerville v. Summerville—9:30 A.M.
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Part 26

Justice Ta-Tanisha D. James
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Part 28

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

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320239/24 Berger v. Berger
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365121/24 Ostad v. Ostad
301309/24 Riviere v. Melville

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320000/24 Depalma v. Depalma
320005/22 Holmgren v. Holmgren
365779/23 Leone v. Leone
365127/24 Wong v. Prest

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365127/24 Wong v. Prest

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320923/24 Newbold v. Shear Newbold
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365675/25 Theophile v. Yee
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365015/25 Zlatkin v. Ternyayeva

Part 30V

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

TUESDAY, FEB. 24

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654800/24 Schmuck Or Die LLC v. The Cosecha Group LLC Et Al
154974/22 Shashi K.B. Chaddha 2012 Irrevocable Trust Et Al v. Armada

Part 33

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

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152079/23 Kim v. The New School Univ.

Part 34

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

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157697/22 Glover v. Central Harlem Housing Dev. Fund Co. Inc.

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157834/23 276-W71 LLC v. Board of Mgrs. of 240 West End Ave Condominium Et Al
655007/23 Altidor v. Medical Knowledge Group LLC
157289/21 Amachee v. Field
154176/23 Arias v. Vornado Rlty. Trust Et Al
154215/22 Becerra v. Qb Dev. Owner
154338/22 Beqaj v. 63rd & 3rd NYC LLC Et Al
151282/23 Brito v. Services For The Underserved, Inc. Et Al
150819/23 Caban v. Man 560 LLC
150869/23 Cantos Chiliquinga v. Galicia Contracting And Restoration Corp. Et Al
161289/21 Castillo-Perez v. Fort 710 Associates
160918/22 Celano v. Extell Dev. Co. And Et Al
151934/22 Cimino v. 1114 6th Ave. Owner LLC Et Al
156916/22 Concepcion v. 168 Eastgate LLC Et Al
157936/23 Cook v. Beede
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952254/23 De Novais v. Wiley
160287/22 Dimas Ortiz Ruano v. 440 Hamilton Developer LLC
952362/23 Doe v. Wiley
158306/22 Eason v. East Harlem Council For Human Services, Inc. Et Al
153772/23 Esquivel v. Bes 2 LLC Et Al
160626/20 Ferguson v. 542 East 14th St.
151559/23 Foley v. Fisher Brothers Financial And Dev. Co. LLC Et Al
155509/22 Fuentes Gutierrez v. 26 Sherman Residence LLC Et Al
150952/23 Garfinkel v. 460 Park Ave. South Associates LLC Et Al
161024/20 Ginestri v. NYC
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154985/22 Irigoin Baca v. 225 East Rlty. Partners
154463/22 Jarde v. Gilbane, Inc. Et Al
153255/23 Jimenez v. Hamilton Pl. Associates
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150039/22 Klein v. Con Ed Co. of New York, Inc. Et Al
153394/23 Klimowicz v. NYU Langone Health System Et Al
152235/22 Lazo Leon v. G&S Port Chester Unit 2b
154389/23 Lika v. Saks Fifth Ave.
156227/21 Lopez v. Addmotor Tech
154807/22 Macas Aguilar v. Ab Capstone Builders Corp Et Al
151249/23 Mannino Jr. v. The NY And Presbyterian Hosp. A.K.A. The Society of The NY Hosp.
157109/22 Marke v. 1411 Ic-Sic Prop.
156858/23 Miceli v. 35th St. Associates Et Al
160266/21 Novas v. 207 Sherman Associates
158969/23 Palin v. Corwith
150416/23 Pettus v. Westfront Associates LLC Et Al
159865/22 Reza v. Sl Green Rlty. Corp. Et Al
152363/23 Rojas Acosta v. 501 West 156 St. Housing Dev. Fund Corp.
152852/22 Sampson v. 203 Henry St. Rlty. Corp. Et Al
159932/22 Silva Sanchez v. 1165 Madison Ave Owner LLC Et Al
155072/23 Silverio v. A. Michael Tyler Rlty. Corp. Et Al
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654693/19 Tazeh v. Willis Dental Care Pllc
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155975/22 Usubov v. Public Storage
155570/23 Watman v. Christopher Bleecker Owner
154836/23 Zhang v. B'way. Continental Corp.

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653569/20 Zimmerman v. 410-57 Corp.

Part 37 IAS Part

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

TUESDAY, FEB. 24

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160245/23 Llerena Mena v. Eo 160 Water LLC Et
158877/20 Tellez v. 220 East 26th St.

Part 39

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

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659219/25 Heritaje Homes LLC Et Al v. 233 West 125th St. Danforth LLC
452461/25 NYCHA v. Chadwick
659595/25 Professional Sports Publications, Inc. v. Sheet Metal Workers' Int'l Assoc.
166218/25 Woodside Credit v. Boniel

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153525/20 Cna Ins. Co. v. 225 Fourth LLC
451671/24 Comm'rs. of The NYS Ins. Fund v. Riverside Syndicate, Inc. Et Al
450521/25 NYCHA v. Ironshore Specialty Ins. Co.
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160764/21 Scanga v. Fountains-Clove Road Apts., Inc. Et Al

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162299/25 Ashford v. Kashani
161109/24 Avelino v. El Mambi Restaurant Corp. Et Al
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651687/25 Cushman & Wakefield, Inc. v. 541 W 21 Sme LLC
157018/24 Dobrowolski v. Spitip 619w54 Prop. Owner LLC Et Al
150327/23 Dolores-Soriano v. NYC Bldg. Mgt. LLC
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654207/24 Tommy Hilfiger Retail v. 681 Fifth Ave. LLC Et Al
156226/22 Valentin Torres v. NYCHA

Part 43

Justice Robert R. Reed
60 Centre Street
Phone 646-386-3238
Room 222

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655350/17 Elhanani v. Kuzinez
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Part 40TR Judicial Mediation

Justice Suzanne J. Adams
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Room 300

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650060/21 Penn Nat. Ins. v. Great American Alliance
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805172/21 Thomas v. Silbert Md
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154983/22 Walker v. Ati Logistics, Inc. Et Al
805297/17 Williams v. Jimenez
160197/18 Wimberly v. Asbestos Transportation
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160587/25 Constrafor v. Carbone Bldg. Co. LLC Et Al
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650822/25 Hcls Consulting LLC v. Vytalize Health LLC
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653341/22 Krasniqi v. Quality Bldg. Services Corp.
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656351/17 Rosenthal v. Meza
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Part 44

Justice Jeffrey H. Pearlman
60 Centre Street
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Room 321

MONDAY, FEB. 23

100151/26 Hernandez v. Greenfield
450411/26 in The Matter of The Application of Kimberly Fusco v. Teachers Retirement System of NYC Et Al

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100151/26 Hernandez v. Greenfield

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365346/25 Shirke v. Shirke
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Part 45 Commercial Div.

Justice Anar Rathod Patel
60 Centre Street
Phone 646-386-3632
Room 428

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652894/19 Bigfoot Ventures LLC v. Seevens
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653923/25 Fcs Advisors v. Outer Aisle Gourmet
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655686/24 Aurora Tourism Services LLC v. Go NY Tours, Inc. D/b/a Top View
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655804/25 David M. McGrath v. Debs
651010/25 Newman Ferrara Llp v. Hartford Underwriters Ins. Co.
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651846/24 Alphasense, Inc. Et Al v. Financial Tech. Partners Lp Et Al
652101/24 Amerra Capital Mgt. v. Berkshire Hathaway Specialty Ins. Co. Et Al
659570/25 Hudson Bay Capital Mgt. v. Mountain State Energy Hldgs. LLC Et Al
650107/25 Metro. Commercial Bank v. Moinian
659538/24 Ria R Squared, Inc. v. Shinhan Securities Co., Ltd.

Part 48 Commercial Div.

Justice Andrea Masley
60 Centre Street
Phone 646-386-3265
Room 242

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650986/25 Castle Pl.ment v. Forex Express Corp. Et Al
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653243/24 The Means of Production v. Pensco Trust Co. Custodian Fbo Mark Gorton Ira Et Al

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Justice Margaret A. Chan
60 Centre Street
Phone 646-386-4033
Room 252

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Justice Andrew S. Borrok
60 Centre Street
Phone 646-386-3304
Room 238

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659833/25 Linda M. Freedman, As General Partner of And on Behalf of Franklin Hldg. Co., Windshire Apts., Belkar Hldg. Co., And Rsr Hldg. Co., Et Al v. Weber

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Justice Jennifer G. Schecter
60 Centre Street
Phone 646-386-3362
Room 228

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659734/24 Rojas v. C.P.S. Hldg. Aps Et Al
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652837/24 Burns v. Sirius Xm Radio Inc.
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650309/24 Linda Ramone, Individually, As A Trustee of The Linda Cummings-Ramone Living Trust And Survivor Trust, And Derivatively on Behalf of Ramones Prod.ions, Inc. v. Frey
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Part 57

Justice Sabrina Kraus
60 Centre Street
Phone 646-636-3195
Room 218

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Part 59

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

Part 60 Commercial Div.

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

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Part 61 Commercial Div.

Justice Nancy M. Bannon
60 Centre Street
Phone 646-386-3169
Room 232

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Transit Authority Settlement Part

60 Centre Street
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Room 408

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80 CENTRE STREET

Part 4

Justice Judy H. Kim
80 Centre Street
Phone 646-386-3580
Room 308

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Part 5 City Part

Justice Hasa A. Kingo
80 Centre Street
Phone 646-386-3374
Room 320

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Part 8

Justice Lynn R. Kotler
80 Centre Street
Phone 646-386-3572
Room 278

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Part 21 City Part

Justice Richard A. Tsai
80 Centre Street
Phone 646-386-3738
Room 280

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Part 22 Motor Vehicle

Justice Christopher Chin
80 Centre Street
Phone 646-386-3271
Room 136

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Part MED-2

Justice Samuel E. Wilkenfeld
80 Centre Street
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Room 106

Early Settlement Part 1

Justice Miles J. Vigilante
80 Centre Street
Room 106

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Early Settlement Part 2

Justice Samuel E. Wilkenfeld
80 Centre Street
Room 106

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Part 27

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Part 41

Justice Nicholas W. Moyne
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Room 327

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650381/26 Square Funding LLC v. Canuhearwell Hearing Services

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653189/24 2651 B'way. Bh LLC v. Abrams
100884/25 Baker v. Dcas
650738/26 Dream Music Prod.ions LLC v. Symphonic Distribution, Inc.
651601/24 Edible Assets LLC Et Al v. Helbraun & Levey Llp
100011/26 Etheridge v. Maeroff
101441/25 Fadlelseed v. NY Dss/hra
162074/23 Horowitz v. Ronny's Bay LLC Et Al
650924/25 Integon General Ins. Corp. Et Al v. Davitashvili
652594/24 Jlj Capital LLC v. Resnikoff
155952/15 Patricio Sotamba Morocho v. Prime Locations, Inc.
159440/22 Philippe v. NYC Et Al
154647/20 Robbins v. 220 W 98th Rlty. LLC
154316/18 Santana v. Skanska USA
151171/24 State Farm Mutual Automobile Ins. Co. v. All City Family Healthcare, Inc. Et Al
166296/25 Thorson v. Bddw Design
655698/25 Varanasi v. Clear Secure, Inc.

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650738/26 Dream Music Prod.ions LLC v. Symphonic Distribution, Inc.
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652594/24 Jlj Capital LLC v. Resnikoff
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154647/20 Robbins v. 220 W 98th Rlty. LLC
655698/25 Varanasi v. Clear Secure, Inc.

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153594/24 Azcona Perez v. Kings Chapel Lighthouse, Inc. Et Al
101399/25 Charrad v. NYC Et Al
156818/24 Conte v. Redeemer Presbyterian Church East Side Et Al
151573/24 Corletto v. Navillus Title Inc. Et Al
151147/24 Demoura v. N47 Associates LLC Et Al
150239/26 First Funds v. Calheiros
654249/25 Fora Financial Warehouse v. 180 Leverage LLC Et Al
161411/23 Fraser Miller v. 416 Rogers Ave. LLC Et Al
158810/23 Grullon v. Maggio Rlty. LLC
655874/25 J.A.G. Custom Group Inc. v. 56 East 66th St. Residence
151583/24 L. v. Cooperstown Dreams Park, Inc.
654174/22 Liu v. Liu
654137/22 Logan Bus Co., Inc. Et Al v. NYC Dept. of Education
158857/24 Love v. Wayne Rada Et Al
153846/23 McClain v. Key Foods Co-Op., Inc. Et Al
152112/24 Murry v. The Metropolitan NYCTA Et Al
655643/23 Rcmb Investments v. B Conscious Hosp.ity
654762/25 Sampedro v. Shr Group, Inc. Et Al
150003/24 Sanchez v. El Mango Loko Et Al
154872/24 Sildura v. Intercontinental Hotels Group Resources
652444/24 Superhero Acquisition Corp. v. Medmen Enterprises Inc. Et Al
155348/24 Tevere v. Gilbane Bldg. Co. Et Al
161354/23 The Legal Aid Society v. NYC Police Dept.
157097/24 Yong Hong LLC Et Al v. 168 Affleck
656149/23 Zheng v. Jensen

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654174/22 Liu v. Liu
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161354/23 The Legal Aid Society v. NYC Police Dept.
157097/24 Yong Hong LLC Et Al v. 168 Affleck
656149/23 Zheng v. Jensen

Part 50

Justice J. Machelle Sweeting
80 Centre Street
Phone 646-386-5639
Room 279

Part 51 Matrimonial Part

Justice Lisa S. Headley
80 Centre Street
Phone 646-386-3846
Room 122

MONDAY, FEB. 23

151733/21 656 West 162nd St Tenants v. 656 Rlty. LLC
150201/21 Alvira v. NYCHA
159392/21 Arias v. NYCHA Et Al
153639/20 Garvey v. Governors Island Corp.
100661/19 Hernandez v. The Estee Lauder Companies Inc. Et Al—10 A.M.
655593/24 Kang Irrevocable Trust Ex Rel. Yong Kang v. Dolgopolova
321415/23 Murphy v. Trabacchi
652958/19 Patel v. Patel
304905/17 Pean-Fredericks v. Fredericks
151809/20 Sinchi v. NYC
160478/23 Thompson v. Terence Cardinal Cooke Health Care Center
151404/21 Westbrook v. 150 Riverside Op

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365167/22 Aronow v. Aronow
303030/22 Daley v. Lazarus
365363/25 Wladimir Marc Mysyrowicz v. Virginia Bauder Herrera

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156853/24 Adams v. Harmon
158907/24 Baker v. The NYCHA
155542/22 Bembenek v. Sl Green Rlty. Corp. Et Al
155721/24 Bleich v. The Board of Mgrs. of 13 Harrison St. Condominium Et Al
154778/24 Cavano v. Hudson Square Rlty.
154135/23 Cayemitte v. Vincent
153894/24 Cipriani USA, Inc. v. Heaton
156255/24 Continental East v. Murini Hldgs. LLC
156140/24 Contreras v. Sanchez
155726/24 De Jesus Gomez v. Warner Const. Services Inc Et Al
304546/19 Delmonte-Wong v. Wong
154702/24 Executive Indemnity Risk Inc. A/s/o 220 NYC Hldgs., Lp Et Al v. Almar Plumbing & Heating Corp.
154249/23 Franco v. Foxwood Rlty. LLC Et Al
162162/23 Golden Ins. Co. v. Vogrin & Frimet
160627/20 Habba v. Rudin Mgt. Co.
157497/24 Hernandez Gonzalez v. Turner Const. Co. Et Al
158584/23 Histon v. Nirschel
160700/21 Ideal Rlty. LLC Et Al v. Flat Lg LLC Et Al
156957/24 Individually And As Mother And Natural Guardian of L.B. v. Brussels Equities Hldg. Ltd. Partnership Et Al
158718/23 Jones v. Sea Crest At Amagansett Corp. Et Al
155203/23 Leung v. Hach & Rose
158750/23 Lewis v. Fly-E Group, Inc. Et Al
155568/23 Lucas-Falcones v. Cauldwell-Wingate Co.
157046/24 Maldonado Aguirre v. 27-34 Jackson L.L.C. Et Al
154588/24 Margolla v. Aac Cross County Mall LLC Et Al
156453/24 Marino v. Babad Mgt. Co., LLC Et Al
158427/20 Morales v. Ahrc School Et Al
154717/24 Munford v. Port Auth. of NY And New Jersey
154672/24 O'Neill v. Jonsir Rlty.
156883/24 Olivera-Greene v. NYCHA Et Al
152649/22 Ortiz v. Chez Josephine
154954/22 Poalacin v. Sl Green Rlty. Corp. Et Al
155465/24 R. v. Fisher
154464/23 Ramsey v. 47 Ann St. Associates
155736/23 Rivas Rodriguez v. St Nicholas 24 LLC
156171/24 Robinson v. Terrace Apts. Bldg. Co. Inc.
154458/24 Rosca v. Ponte Gadea NY
100426/24 Said Abbasy v. General Motors Et Al
155335/23 Santos Santana v. 3815 Ninth Ave. Meat & Produce Corp. D/b/a Compare Foods Supermarket Et Al
157121/23 Sauber v. The Northmoore Condominium Et Al
158240/23 Starke v. New York--Presbyterian Hosp./columbia Univ. Irving Medical Center Et Al
156321/24 State Farm Mutual Automobile Ins. Co. v. All City Family Healthcare Center, Inc. Et Al
154191/24 Stewart v. Marriott Int'l, Inc. Et Al
154942/23 Toure v. Campbell Md
157363/21 Travelers Excess And Surplus Lines Co. As Subrogee of Ghc Properties, Inc. And All Other Insureds Under Policy Number Ktq-Cmb-Or60545-A-20 v. Signature Plumbing Specialties LLC
157392/23 Verdugo Vivar v. Liberty Regional Center LLC Et Al
155292/24 W. v. NYCHA Et Al
101282/23 Walker v. Fieldbridge Mgt.
151554/24 Watt v. Bp Prods. North America Inc. Et Al

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365165/24 Banati v. Agarwal
320050/25 Blowers v. Blowers

WEDNESDAY, FEB. 25

161625/21 269 West 87th St. Apt. Corp. Et Al v. Leeding Builders Group LLC Et Al
805061/24 Alice Patton v. Famous Original Rays Pizza 3 Et Al
151161/23 Allstate Ins. Co. As Subrogee of Michael Lehmann And Mary Ellen Lehmann v. Con Ed, Inc. Et Al
159557/23 Andersen v. The Harrison Brassiere & Bar
158297/19 Ansari v. Century Elevator Maint.
100119/24 Aretakis v. Peninsula Hotel
160328/23 Aspen American Ins. Co. Et Al v. Harbor Freight Tools Co.
159701/24 Barber v. Loreal USA, Inc. Et Al
162029/23 Benyamin v. 80 South St.
159491/24 Bowie v. Mac 1 Food And Beverage LLC Et Al
160765/23 Contin Tavarez v. West 180 St. Associates L.P
160086/23 Cook v. Hug Buddy Hldgs.
152927/22 Corley v. 337 West 138 St. Hldgs. LLC
160519/24 Costo v. Deer Mountain Day Camp, Inc.
162289/23 Crespin Molina v. Empire General Contracting & Painting Corp. Et Al
161722/23 Danielson v. NYCHA Et Al
160669/23 Delancey v. The NYCHA
156144/24 Deliotte v. L'oreal USA, Inc. Et Al
161652/23 Disieno v. McDonald's USA LLC Et Al
159690/24 Dumigan v. L'oreal USA, Inc. Et Al
159059/23 Ellis v. Rite Aid of New York, Inc. Et Al
156671/24 Eun-Jimenez v. Capital One Cafe Et Al
150137/21 Frier v. Con Ed, Inc.
350007/24 Galvano v. Nanez-Osorio
159463/25 Garcia v. L'oreal USA, Inc. Et Al
159683/24 George v. L'oreal USA, Inc. Et Al
156507/22 Gibson v. Hotel Carlyle Owners Corp. Et Al
162162/23 Golden Ins. Co. v. Vogrin & Frimet
451095/24 Golding v. NYCTA Et Al
159477/25 Greenberg v. Loreal USA, Inc. Et Al
161965/24 Harrington v. 40 Broad St. Condominium Et Al
160872/23 Jake Newman v. Syracuse Univ. Et Al
151744/24 Jennings v. Port Auth. of NY And New Jersey Et Al
160270/22 Jjcrr Infant By His Mother And Natural Guardian Alfida M. Cordero Rodriguez And Alfida M. Cordero Rodriguez Individually v. NYCHA
651701/24 Kem Rlty. LLC v. Seneca Ins. Co., Inc.
152162/22 Konstantinovic v. Finch Apt. Corp. Et Al
160208/22 Lopez v. Columbia Univ City NY Tr A/k/a Columbia Univ. City NY Trustees
452520/24 Love v. NYCH&HC Corp. Et Al
150258/23 Marcelin v. Strycker's Bay Apts. Inc Et Al
160841/23 Mateo v. Perfetto Contracting Co. Inc. Et Al
150351/24 Mayflower Business Group v. Poon
160923/23 McConnell v. Marlton Hotel Operating LLC Et Al
365004/23 McLaughlin v. Korzonkiewicz
151714/14 Minarik v. 255 Cabrini Condominium
160631/22 Ochoa v. Frazier
159722/23 Penaherrera v. The Forester Co. Et Al
160304/24 Podvorchan v. Bpp Parker Tower Prop. Owner LLC Et Al
150123/24 Rance v. L'oreal USA, Inc. Et Al
160733/23 Ruback v. Hudson 46 Inc D/b/a Harbor NYC Et Al
162196/23 S v. NYCHA Et Al
160371/24 Sirkis v. Con Ed Co. of New York, Inc. Et Al
161212/23 Stanicky v. Jc Hosp.ity LLC D/b/a 'the Surf Lodge' Et Al
150764/24 State Farm Mutual Automobile Ins. Co. v. Cabrera
162056/23 Steward v. 1865 Second Ave. Condominium Et Al
160478/23 Thompson v. Terence Cardinal Cooke Health Care Center
160596/23 Thompson-Jenkins v. Boulevard Together Master Tenant LLC Et Al
150577/24 Tineo v. Richmond Const. Inc. Et Al
161239/23 Tisi v. Metro. Transportation Auth. Et Al
156462/24 Toosh USA, Inc. v. Takahashi
159748/21 Torres v. Mount Sinai Hosp. Et Al
159542/23 Unitrin Safeguard Ins. Co. v. Bennett
159366/22 Vaidynathan v. 1400 St. Nicolas LLC D/b/a Safe Heart Pharmacy
159631/23 Vera v. Bh B'way. Owner LLC Et Al
161050/23 Yrigoin v. Riverwalk 9

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305218/19 Inglis v. Inglis

Part 65

Justice Denis M. Reo
80 Centre Street
Phone 646-386-3887
Room 307

Part 73R Special Referee

Justice Diego Santiago
60 Centre Street
Room 354

MONDAY, FEB. 23

365208/21 Ravichandran v. Renjen

Part 75R Special Referee

Justice Stephen S. Burzio
60 Centre Street
Room 240

Part 81R Special Referee

Justice Lancelot B. Hewitt
80 Centre Street
Phone 646-386-3680
Room 321

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652094/20 Parkmerced Investors v. Wework Companies Llc
651708/20 Wework Companies LLC v. Parkmerced Hldgs.

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650443/21 Schulman v. Schulman

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154855/20 Reeves v. Associated Newspapers

Part 84R Special Referee

Justice Jeremy R. Feinberg
60 Centre Street
Phone 646-386-3207
Room 641

TUESDAY, FEB. 24

650404/22 Revpoint Media v. Plural Marketing Solutions, Inc.

Part 87R Special Referee

Justice Joseph P. Burke
80 Centre Street
Phone 646-386-5541
Room 238

Part 88R Special Referee

Justice Deborah E. Edelman
60 Centre Street
Room 158

MONDAY, FEB. 23

652491/24 Ubs Credit Corp. v. Senderos Fernandez

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161376/20 Sutton v. 76 St Nicholas Place

Part 89R Special Referee

Justice Sue Ann Hoahng
80 Centre Street
Phone 646-386-3676
Room 236

71 THOMAS STREET

Part 13

Justice Eric Schumacher
71 Thomas Street
Phone 646-386-3736
Courtroom 304

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190036/24 Brown v. Union Carbide Corp. Et Al
190363/17 Carlie v. Atwood & Morrill Co.
190114/23 Deng v. Barretts Minerals, Inc. Et Al

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190314/23 Kenel v. 3m Co. Et Al
190022/24 McCurry v. 3m Co. Et Al
190262/23 Ragiel v. Amchem Prod.s, Inc., N/k/a Rhone Poulenc Ag Co., N/k/a Bayer Cropscience Inc., Et Al
190084/21 Saunders v. Air & Liquid Systems Corp.
190165/24 Torres v. Avon Prod.s, Inc. Et Al
190281/24 Whittaker v. Conopco, Inc., A Subsidiary of Unilever U.S., Inc. And D/b/a Unilever Home & Personal Care USA, Sued Individually And As Successor-In-Interest To Chesebrough Manufacturing Co. A/k/a Chesebrough-Ponds A/k/a Chesebrough-Pond's USA Co. Et Al

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190133/22 Andrew Lucano v. Abb, Inc, Individually And As Successor in Interest To Bailey Controls And Ite Circuit Breakers, Inc. Et Al
150495/22 Daddazio v. G & Kamced Transport
190083/24 Lang v. Amchem Prod.s, Inc., N/k/a Rhone Poulenc Ag Co., N/k/a Bayer Cropscience Inc Et Al
190237/25 Lorenzo v. A.O. Smith Corp. Et Al
190131/22 Lucano v. Abb, Inc, Individually And As Successor in Interest To Ite Circuit Breakers, Inc. Et Al
190300/22 Picarello v. Abb, Inc., Et Al
190212/24 Rodriguez v. 3m Co. Et Al

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190083/24 Lang v. Amchem Prod.s, Inc., N/k/a Rhone Poulenc Ag Co., N/k/a Bayer Cropscience Inc Et Al
190300/22 Picarello v. Abb, Inc., Et Al

Part 18

Justice Alexander M. Tisch
71 Thomas Street
Phone 646-386-3472
Room 104

MONDAY, FEB. 23

654930/21 45th St. Blt Restaurant LLC v. Waterscape Resort II
160536/21 Highpoint Associates V v. Jeanie Dry Cleaners Inc. Et Al

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654930/21 45th St. Blt Restaurant LLC v. Waterscape Resort II
160536/21 Highpoint Associates V v. Jeanie Dry Cleaners Inc. Et Al

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159314/21 62 Wooster v. Tml NY Inc. Et Al
950927/21 Anezoulakis v. Greek Orthodox Archdiocese of America Et Al
161245/21 Arch Mortgage Assurance Co. v. Luna
951015/21 B. v. Episcopal Diocese of NY
950122/20 Bambace v. The Archdiocese of NY Et Al
950670/20 Brown v. Archdiocese of NY
950729/21 Cordero v. Roman Catholic Archdiocese of NY Et Al
950736/20 Cousins v. NYC Et Al
950156/20 Doe v. Archdiocese of NY Et Al
950441/20 Doe v. Archdiocese of NY Et Al
950109/20 Dones v. Maldonado
950690/20 F. v. Regis High School
450427/21 F. v. Archdiocese of NY
950218/19 Fling v. NYC Et Al
950925/21 Georginis v. Greek Orthodox Archdiocese of America Et Al
950759/21 Goldberg v. City of New York Et Al
950005/19 Haughwout v. Archdiocese of NY
950197/21 J.A. v. NYC
950664/20 Janis v. NYC
951468/21 John Doe And Mary Doe v. Klar
951213/21 Kleiman v. Kleiman
950133/19 Kovach v. Archdiocese of NY
150463/22 M2ngage Telecommunications II Corp. v. Corporate Suites
950123/20 Mango v. USA Northeast Province of
950467/21 N. v. Presbyterian Church (USA)
950497/20 R. v. Archdiocese of NY
950623/21 Ramos v. Roman Catholic Archdiocese of NY Et Al
950717/20 Rb Doe v. Archdiocese of NY
950407/21 S. v. NYC
950176/21 W. v. NYC
950198/21 Williams v. Roman Catholic Archdiocese of NY Et Al
950904/21 Yisrael v. Abyssinian Baptist Church Et Al

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950670/20 Brown v. Archdiocese of NY

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950670/20 Brown v. Archdiocese of NY

Part 23

Justice Eric Schumacher
71 Thomas Street
Phone 646-386-3736
Courtroom 304

MONDAY, FEB. 23

190036/24 Brown v. Union Carbide Corp. Et Al
190363/17 Carlie v. Atwood & Morrill Co.
190114/23 Deng v. Barretts Minerals, Inc. Et Al

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190314/23 Kenel v. 3m Co. Et Al
190022/24 McCurry v. 3m Co. Et Al
190262/23 Ragiel v. Amchem Prod.s, Inc., N/k/a Rhone Poulenc Ag Co., N/k/a Bayer Cropscience Inc., Et Al
190084/21 Saunders v. Air & Liquid Systems Corp.
190165/24 Torres v. Avon Prod.s, Inc. Et Al
190281/24 Whittaker v. Conopco, Inc., A Subsidiary of Unilever U.S., Inc. And D/b/a Unilever Home & Personal Care USA, Sued Individually And As Successor-In-Interest To Chesebrough Manufacturing Co. A/k/a Chesebrough-Ponds A/k/a Chesebrough-Pond's USA Co. Et Al

WEDNESDAY, FEB. 25

190133/22 Andrew Lucano v. Abb, Inc, Individually And As Successor in Interest To Bailey Controls And Ite Circuit Breakers, Inc. Et Al
150495/22 Daddazio v. G & Kamced Transport
190083/24 Lang v. Amchem Prod.s, Inc., N/k/a Rhone Poulenc Ag Co., N/k/a Bayer Cropscience Inc Et Al
190237/25 Lorenzo v. A.O. Smith Corp. Et Al
190131/22 Lucano v. Abb, Inc, Individually And As Successor in Interest To Ite Circuit Breakers, Inc. Et Al
190300/22 Picarello v. Abb, Inc., Et Al
190212/24 Rodriguez v. 3m Co. Et Al

Part 29

Justice Leticia M. Ramirez
71 Thomas Street
Phone 646-386-3016
Room 311

Part 36

Justice Verna L. Saunders
71 Thomas Street
Phone 646-386-3733
Room 205

MONDAY, FEB. 23

150535/26 393 Second Avenue Group v. Capital One
155727/19 Burgin v. 25-16 37 Ave Owners
152545/25 Demaria v. Sapphire NY
652599/20 Reno Props LLC v. 101 Park Real Estate LLC

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150535/26 393 Second Avenue Group v. Capital One

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161197/17 Adamick v. Metro. Pavilion
151176/26 Stylistico Distribution Inc. v. Dixie S.R.L. Et Al

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151176/26 Stylistico Distribution Inc. v. Dixie S.R.L. Et Al

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151087/18 Ambotis v. Gemini Residential
652458/20 Berkley Ins. Co. v. Travelers Indemnity
151850/21 Board of Mgrs. of The 233 East 70th St. Condominium v. Macarthur Properties I
158678/20 Buitrago v. 600 B'way. Partners LLC
152741/25 Chieke v. Wiley
655437/20 East 66th St. Associates v. NY Heating Corp.
157060/22 Forbes v. People Care Inc. Et Al
156563/24 Hales v. Hales Dugan
152781/19 Kouyate v. 241 West 113th Owner
157946/24 Local 621 v. NYC Police Dept. Et Al
450358/18 Miller v. Riverside Center Parcel 2
151256/26 Mullkandov v. NYC Dept. of Social Services
656925/21 Nichols v. Weinstein
100933/25 Ortiz v. NYS Div. of Human Rights
158781/18 Pino v. NYCHA
165839/25 Reynolds v. NYCH&HC Corpporation Et
159052/21 Union Mutual Fire Ins. Co. A/s/o Eb 223 Rlty. Inc. v. Fisco Const. Inc
160023/20 Xicotencatl v. Castcapa Const.

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151850/21 Board of Mgrs. of The 233 East 70th St. Condominium v. Macarthur Properties I
156563/24 Hales v. Hales Dugan
157946/24 Local 621 v. NYC Police Dept. Et Al
656925/21 Nichols v. Weinstein
100933/25 Ortiz v. NYS Div. of Human Rights
165839/25 Reynolds v. NYCH&HC Corpporation Et
160023/20 Xicotencatl v. Castcapa Const.

Part 46

Justice Richard Latin
71 Thomas Street
Phone 646-386-3279
Room 210

TUESDAY, FEB. 24

100435/23 Belmar v. G & M Rlty. LLC
151339/23 Blue Wine Hldgs. LLC v. Billah
157778/22 Bonifacio-Rosario v. Residential Board of Mgrs. of One Union Square East Condominium Aka One Union Square East Condominium Et Al
159379/22 Castaneda v. Dave And Busters
151316/23 Conte v. The Related Companies
451292/24 De Mercedes v. NYC Et Al
161101/22 Devito v. Eataly NY LLC. Et Al
154923/22 Dibenedetto v. 425 Park Ave Ground Owner LLC Et Al
952389/23 Doe v. NYC Et Al
159422/22 Escartin v. 2314 1st Ave. Corp. Et Al
157744/23 Gwardyak v. Colonial Village Associates
159192/22 Iancu v. 430 West 15th St. Owner
158172/22 Kornblau v. Privilege Underwriters Reciprocal Exch. Et Al
160143/22 Maybury v. Fantasia Industries Corp. Et Al
156786/21 Ortiz v. The Mount Sinai Hosp.
100360/22 Robinson v. Reese Energy Storage System
100501/22 Robinson v. Vel Belushi Pc
150265/23 Sandino v. Udr Rivergate LLC Et Al
159461/22 Stoll v. Madison Kyle Rlty. Corp. Et Al
158174/22 Vargas v. Henry Phipps Plaza South Associates Ltd. Partnership Et Al
152424/23 Wagner v. Whole Foods Market Group, Inc.
159844/22 Walker Esq. v. The Guardianship Project Et Al
101458/16 Ward v. Ward

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656115/25 Board of Mgrs. of Cassa NY Condominium v. Assa
159483/22 Greene v. 451 Tenth Ave. LLC Et Al
161231/21 Jesus Vega v. Brookfield Properties 9th Ave. LLC Et Al
656092/25 Waterscape Resort LLC v. Guttman

Part 55

Justice James D'Auguste
71 Thomas Street
Phone 646-386-3289
Room 103

MONDAY, FEB. 23

153130/22 Barbizon 2007 Group Ltd Et Al v. The Board of Mgrs. of The Barbizon/63 Condominium Et Al
655656/25 Bond I.T. Ltd. Et Al v. Jpmorgan Chase Bank
659443/25 Quantum Concept, Inc. v. Basile Design, Inc. Et Al
101241/07 Wolf v. St. Vincent's Catholic

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655656/25 Bond I.T. Ltd. Et Al v. Jpmorgan Chase Bank

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651794/24 Duffin v. Murray Hills Enterprises D/b/a Cask Bar & Kitchen
150804/25 Mounce v. Data For Black Lives, Inc. Et Al
161460/25 Rocco Agostino Landscape & General Contractor Corp. v. NYC (dept. of Parks & Recreation)
453199/25 NYC v. The Land And Bldg. Known As 91 Canal St.
150481/25 Tualumbo v. 217 W85
654056/24 Wax LLC v. Dezer Properties 151 LLC Et Al

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453199/25 NYC v. The Land And Building Known As 91 Canal Street

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151876/22 475 Building Company v. The Holtz Group, Inc.
651821/23 Ash 45 LLC v. 45 Mgt. LLC
651700/24 Aung v. Mountain Valley Indemnity Co.
659814/24 Biodiagnostic Labs, Inc. v. Metroplus Health Plan
150491/19 Carriage House v. Healy
451978/19 NYC v. 341 East 6th St. Rlty. LLC
650044/24 Counsel Press, Inc. v. Kristina S. Heuser
151908/19 Emmett v. Lincoln Center For The
653687/25 Fora Financial Warehouse v. Union Bell
655827/25 Hays Seol v. Natale
155023/23 Hernandez v. P2 Investments
158811/24 Hiscox Ins. Co. As Subrogee of Wax LLC v. Dezer Properties 151 LLC Et Al
151590/25 Hudson View Gardens, Inc. v. Spencer
651437/13 Jacobo Juarez v. USA Roofing Co. Corp.
156792/24 Jimenez v. 95-101 Thayer St NYC LLC
160265/18 John A. Healy And Valeria v. Settle
153761/25 Marotta v. Tucker
653856/25 Pahrand v. Durrani
850032/19 Pennymac Hldgs. v. Biedermann
653522/25 R & N Assets LLC v. 496 Laguardia Restaurant Inc Et Al
651949/24 Rightway Electrical Inc. v. Dlc Dev. Corp. Et Al
153558/23 Rojas v. Rai NY 1 LLC
158267/23 Sf Acquisition II LLC v. 426 West B'way. House Condominium Et Al
651346/24 Starr Surplus Lines Ins. Co. v. Swati Enterprises, Inc.
157978/24 The Beis, Inc. v. Gerard McCaffrey
159581/23 Torres Pangol v. Kiamie Industries Inc Et Al
654056/24 Wax LLC v. Dezer Properties 151 LLC Et Al

Motion

150491/19 Carriage House v. Healy
151590/25 Hudson View Gardens, Inc. v. Spencer
651437/13 Jacobo Juarez v. USA Roofing Co. Corp.
156792/24 Jimenez v. 95-101 Thayer St NYC LLC
160265/18 John A. Healy And Valeria v. Settle
153761/25 Marotta v. Tucker
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Part 58

Justice David B. Cohen
71 Thomas Street
Phone 646-636-3347
Room 305

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160541/19 Fukuyama v. Doe
163712/25 Gliwa v. Pro-One Logistics Inc. Et Al
155031/25 Hereford Ins. Co. v. Frias
151019/26 Mancino v. NYCTA
158235/21 Mendez Fernandez v. Project 19 Highline
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158477/25 State Farm Fire And Casualty Co. v. Savage

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156835/25 979 Second Ave. LLC v. Yue Wah Chao A/k/a Winnie Chao Et Al
101183/20 Anonymous v. Anonymous
152378/25 Florencio v. 609 West Associates
150623/26 in The Matter of The Application of v. Murphy
155544/16 Kllogjeri v. Amb Const., Inc.
154327/24 Maloney v. Crystals Garden Inc. Et Al
152401/24 Mundell v. Natsios-Mundell
100796/25 Powell v. Cauldwell Wingate Co. Et Al
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162470/25 Buchanan v. Lam Gen 25 LLC Et Al
156409/24 Ngo v. B & H Foto & Electronics Corp. Et Al
152739/25 State Farm Mutual Automobile Ins. Co. v. Davis
153524/19 Yanza v. Delwong Design & Properties

Part 56

Justice John J. Kelley
71 Thomas Street
Phone 646-386-5281
Room 204

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805134/25 A. v. NY And Presbyterian Hosp. Et Al
100407/24 Colon v. Mount Sinai West Hosp.
805400/21 D.B. v. Ribaudo M.D.
805300/23 Green v. The Mount Sinai Hosp. Et Al
805068/23 Knight v. Seckin M.D.
155964/19 Miranda v. New York-Presbyterian
805185/24 Pilipenko v. Mount Sinai Morningside Et Al
805184/22 Westley v. Lenox Hill Hosp. Et Al

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805332/21 De La Rosa v. New York-Presbyterian Weill Cornell Medical Center Et Al
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805437/14 Flanders v. Boachie-Adjei
805284/15 Genieve Gayle Thomas v. Brian Kim
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805111/25 Quiles v. NYU Langone Medical Center Et Al
805086/19 Robert J. Gil De Lamadrid v. Azam

111 CENTRE STREET

Part 25 Guardianship

Justice Ilana J. Marcus
111 Centre Street
Phone 646-386-5675
Room 1254

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157350/24 Ahmad v. NYC Et Al
158005/22 Albstein v. 441 East 57th St. LLC Et Al
451975/20 Almodovar v. NYC
159833/20 Anthony Castro v. NYC
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153451/23 Batista v. Hill
160360/24 Bernazal v. NYC Et Al
150900/23 Berry v. NYC Et Al
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453074/21 Canela De Alvarez v. NYCHA Et Al
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452254/22 Harris v. R & C Wine And Liquor Et Al
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150206/17 Mayora v. NYC Et Al
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157603/24 Shapiro v. NYC Et Al
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Part 35

Justice Phaedra F. Perry
111 Centre Street
Phone 646-386-3016
Room 684

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154614/25 Daniel v. Terence Cardinal Cooke Health Care Center Et Al
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151970/25 Aguirre v. Eka 529 West 20th St. LLC Et Al
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651383/24 American Transit Ins. Co. v. Monphelais Delvois Et Al
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165505/25 Azin v. Sahara Dreams LLC D/b/a Dream Downtown Hotel Et Al
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157706/25 Cincotta v. Buddakan NY L.P. Et Al
150757/25 Concepcion v. Even Pine Union Propco LLC. Et Al
150132/24 Donahue v. 38th St. Partners LLC Et Al
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154207/25 Govt. Employees Ins. Co. v. D B Acupuncture
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160840/24 Greene v. West 4th & Barrow LLC
155071/25 Gueye v. Success Academy Charter Schools, Inc.
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160869/24 Hereford Ins. Co. v. Leo
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659650/24 Huang v. Chi Restaurant & Bar, Inc. Et Al
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650788/25 Ins. Co. of Greater NY v. Southwest Marine And General Ins. Co.
654329/25 Insured Advocacy Group v. on Point Estimating & Appraisals
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650724/25 Liberty Mutual Ins. Co. Et Al v. Suarez
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656571/25 Lopez Montes v. 11 Hanover Group LLC. Et Al
154515/24 Macias Lopez v. 1141 Rlty. Owner LLC Et Al
162044/23 Marion v. Vornado Rlty. Trust Et Al
154929/25 Mazura v. 1345 Leasehold LLC Et Al
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161418/25 Collins v. Collins
161567/25 Logan v. Pinnacle Exposition Services LLC Et Al
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Part 31

Justice Kathleen C. Waterman-Marshall
111 Centre Street
Phone 646-386-4296
Room 623

MONDAY, FEB. 23

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654516/24 79-81 Thompson Associates LLC v. Spring St. Owner LLC
653234/23 American Transit Ins. Co. v. Cruz
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654339/22 Chef Michael Barton Restaurant v. Knapp
154623/24 Domen Hldg. Co. v. Sanders
650593/22 Elsayed v. Famous Original Ray's Pizza Et Al
153761/22 Goldberg-Zoino Associates of NY v. Persian Congregation of Flatbush
160681/24 Grimes v. Harlem Center Properties
651373/23 Hillel Philip Fine Art Inc. v. Sotheby's Inc.
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654051/24 Newmark Retail v. 360 West 55th St.
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154301/23 Paul v. 285 Riverside Drive Corp. Et Al
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657118/20 Strategy Media Services v. Pmg Leroy St.
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160210/23 Transel Elevator & Electric, Inc. D/b/a Tei Group v. Leeding Builders Group
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32 Mortgage Foreclosure Part

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

MONDAY, FEB. 23

850389/24 512 W. 167 Capital LLC v. Santos
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150187/24 Board of Mgrs. of The 100 West 93 Condominium on Behalf of Its Unit Owners v. Slavutsky
850485/25 Loan Funder LLC v. Continental 21r LLC Et Al
850447/25 Nationstar Mortgage LLC v. Covington
154299/22 Rosner v. Caputo
850649/23 Santander Bank v. Karamahmutoglu
850032/25 U.S. Bank Trust Co. v. Tientcheu Schwartz Ltd Liability Co Et Al

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450512/26 Bethelmy-Stanislaus v. Cenlar Et Al

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850321/23 57th St. Vacation Owners Assoc., Inc., By And Through Its Board of Directors v. Fleischmann
850145/23 57th St. Vacation Owners Assoc., Inc., By And Through Its Board of Directors v. Hasegawa
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850614/23 Board of Mgrs. of The 130 West 30th St. Condominium v. Simon
850447/23 Deutsche Bank Nat. Trust Co. v. Salgado
850380/24 Deutsche Bank Trust Co. Americas, As Trustee For The Registered Holders of Wells Fargo Commercial Mortgage Securities, Inc. Multifamily Mortgage Pass- Through Certificates, Series 2016-Sb14 v. Curragh Rlty. LLC Et Al
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850683/23 Loan Funder LLC v. 236 West One Enterprises Inc. Et Al
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153171/18 NYCTL 2017-A Trust And The v. 104-106 West 132 St.
152058/22 Perez v. 2761 Bronxwood LLC Et Al
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850021/24 U.S. Bank Trust Nat. Assoc. v. Gennadyevna Belchanskaia
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850287/23 Lakeview Loan Servicing v. Curtis
850540/25 New Roots M Trust v. Johnson
850243/25 Rocket Mortgage v. Any Unknown Heirs To The Estate of Mckinley Butts
850352/24 Sig Cre 2023 Venture LLC v. Residential Industries II LLC Et Al
850238/25 The Bank of NY Mellon Fka The Bank of NY As Trustee For The Certificateholders of Cwmbs, Inc., Chl Mortgage Pass-Through Trust 2007-J1 Mortgage Pass-Through Certificates, Series 2007-J1 v. Werner
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850240/14 U.S. Bank Nat. Assoc. v. Elizabeth Hazan
850333/24 U.S. Bank Trust Co. v. Tanjeloff
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850409/24 U.S. Bank Trust Nat. Assoc. Not in Its Individual Capacity But Solely As Owner Trustee For Rcf 2 Acquisition Trust v. Vanterpool
850004/24 U.S. Bank Trust Nat. Assoc. v. Ben Fredj
850555/25 Wells Fargo Bank v. Katbe

Part 38

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

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652381/22 Benchmark Investments v. Fernandez
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652381/22 Benchmark Investments v. Fernandez

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651199/17 Abarrotes Mixteca Corp., Inc. v. Brisk
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651832/18 Paparella v. Liddle & Robinson
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Part 42

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

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651905/24 423 Madison Ave. LLC v. Xenopoulous
153441/22 558 Seventh Ave. Corp. v. Argus Rlty. 202 LLC Et Al
162367/23 Cobblestone Hldgs. LLC v. 41 Fifth Owners Corp.
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659735/25 Evergreen Shipping Agency (america) Corp. v. Glovista Investments
156752/24 Greater NY Mutual Ins. Co. As Subrogee of 525 East 80th St. Condominium v. K & Bh Plumbing & Heating Inc. Et Al
651664/25 Kossar v. 190 East 72nd Corp. Et Al
654287/25 Perez v. The Board of Mgrs. of The Langston Condominium Et Al
656626/20 Porsche Cars North America v. Jrm Const. Mgt.
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652826/22 Pro Camps v. Public Services Mutual Ins. Co. Et Al
655136/21 Richmar Controls And Service Co., Inc. v. Bison Mechanical LLC Et Al
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150918/26 501 Fifth Ave. Co. LLC v. Cha Cha Hldgs. LLC Et Al
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Part 47

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

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156522/24 Fora Financial Asset Securitization 2021 v. Noures Food Corp. Et Al
152586/23 Normanus Rlty. LLC v. 154 E. 62 LLC
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652417/25 Privilege Underwriters Reciprocal Exch. v. Sheena
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151919/24 Cuartas v. Prep Kitchen
656053/25 Drop A Piano Prod.ions Et Al v. Night Comes Prod.ions Inc. Et Al

Part 52 City Part

Justice Carol Sharpe
111 Centre Street
Phone 646-386-3742
Room 1045

MONDAY, FEB. 23

163293/25 Chatterjee v. NYC Dept. of Housing Preservation And Dev.
154794/24 Goodine v. Arboleda
152457/19 Q. J. v. Ps 11 A/k/a The William T.
150758/22 Setta v. Jalyan Towing & Recovery Corp Et Al

TUESDAY, FEB. 24

161601/24 Belgrove v. NYC Et Al
151658/24 Paulino v. Ch 150 Hldgs.

WEDNESDAY, FEB. 25

160190/20 Acatitlan v. NYC
161704/19 Almodovar v. NYC
154671/23 Alvarez v. NYC
158508/24 Anderson v. NYC Et Al
157736/22 Anil v. NYC Et Al
452332/23 Austin v. 1407 B'way. LLC Et Al
157466/22 Barrera Romero v. 635 Park Ave. Corp. Et Al
152644/21 Barsan v. NYC Et Al
155641/21 Batista v. NYC Et Al
156491/21 Carrion v. NYC Et Al
452131/16 Cefalo v. NYC
151565/23 Dent v. NYC Et Al
162498/23 Diop-Niasse v. Byun
157092/17 Diouf v. NYC
157656/21 Edwards v. NYC Et Al
151415/21 Fares Toapanta v. NYC
150789/24 Gadsden v. NYC Et Al
153730/22 Giannattasio v. NYC Et Al
156235/22 Gonzalez v. NYC Et Al
150668/24 Howard v. By The Glass, Inc. D/b/a Uva
150766/26 in The Matter of The Application of Nelson Jacinto For Leave To Serve A Late Notice of Claim v. NYS Dept. of Transportation Et Al
154087/24 Ingram v. NYC Et Al
161193/21 Jackson v. NYC Et Al
159703/23 Laken v. NYC Et Al
156531/24 Landowne v. Con Ed, Inc. Et Al
161455/23 Lopez v. NYC Et Al
153971/20 Lu v. NYC
157501/18 Lugo v. NYC
151204/17 McCray v. NYC
152807/24 Miah v. NYC Et Al
151708/24 Monico v. NYC Et Al
155206/23 Nehdaran v. Silverstein Mb LLC Et Al
151472/20 O'Connor v. NYC
160876/22 O'Neal v. NYC Et Al
153876/21 O'Sullivan v. NYC Et Al
157650/23 Ochart v. Housing Preservation & Dev. Corp. Et Al
158051/19 Rodriguez v. NYC
161413/21 Roman v. NYC Et Al
151667/22 Rosario v. NYC Et Al
152663/21 Rosario v. NYC
159622/18 Rouf v. NYC
151926/21 Santos v. NYC Et Al
153766/21 Scott v. NYC
161083/21 Smith v. NYC Et Al
150749/23 Soler v. NYC Et Al
150028/24 Steele v. NYC Et Al
158032/23 Suazo v. NYC Et Al
151084/23 Sulbaran Villarreal v. NYC Et Al
156380/20 Thomas v. The NYC
154547/20 Thrasher v. Perfetto Contracting
150973/22 Valerie Dominguez v. NYC Et Al
152899/22 Vasquez v. NYC Et Al
152646/23 Villamar v. NYC
160978/25 Wanyoike v. The Cava Group, Inc. Et Al
153663/24 White v. NYC Et Al
156293/19 Wright v. NYC
155971/16 Zaelaya v. NYC

Part 62 City Part

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

MONDAY, FEB. 23

160216/25 Grullon v. 156 William St. Owner LLC Et Al
159906/22 Ng v. NYC
159698/22 Nyack v. NYC Et Al
452355/25 Santos v. 3050 Rlty. LLC Et Al
152056/22 St. Germain v. NYC Et Al

TUESDAY, FEB. 24

157985/21 Bernard v. NYC
155650/20 Cosenza v. NYC
156149/16 Parker v. NYC Fire

WEDNESDAY, FEB. 25

162360/24 Davis v. NYC Et Al
150249/23 Moore v. NYC
152409/25 Rosado Gilbert v. NYC Et Al
159511/22 Rosario v. NYC Et Al
161859/25 Smith v. NYC

Integrated Domestic Violence Part

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

TUESDAY, FEB. 24

302825/14 Dobrzynski v. Dobrzynski
302502/10 Kass v. Machles
365034/19 Weigel v. Weigel

CRIMINAL TERM

Part Tap A

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

Part Tap B

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

MONDAY, FEB. 23

Francis Baez
Deandre Blake
Victor Davis
Vertell Dunham
Sonsharray Fair
Timothy Felton
Dante Foster
Desean Gaither
Andrey Gant
Hector Hernandez
Tyjuan Ireland
Theresa Keene
Bakary Konate
Edvin Miranda
Kureem Nelson
Travor Nurse
Juan Orta
Nicholas D. Sanchez
Brelin Santos
Keith Shenery
Haytham Tahir
Samuel Tiggs
Patenema Toure
Ronald F. Williams

Part 22

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

MONDAY, FEB. 23

Zyairr Davis
Agustin Diaz

Part 23

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

MONDAY, FEB. 23

Anthony Cintron
Fernando Espinal
Winston R. Glynn
Saliou Sarr

Part 31

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

Part 32

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

MONDAY, FEB. 23

Ernesto Martinez
Jordan Williams

Part JHO/Part 37

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

Part 41

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

MONDAY, FEB. 23

Alagie Jatta
Joseph Morros

Part 42

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

MONDAY, FEB. 23

Kibwe Charles
Jermaine Longmire

Court Calendars Continued On Page 18