

New York Law Journal

COURT DECISIONS

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DECISIONS OF INTEREST

NEW YORK | CRIMINAL LAW

Dismissal Denied; People Complied With Redaction Of Documents About Complaining Witness

Defendant was charged and arraigned on various charges in a criminal action. Defendant filed a motion to dismiss the indictment pursuant to Criminal Procedure Law § 30.30. The defendant argued that the Manhattan District Attorney's Office's Certificate of Compliance ("COC") and their Supplemental COCs ("SCOCs") were invalid, and that therefore the People failed to be ready for trial within 90 days of the commencement of the case. The People opposed the defendant's motion. The motion to invalidate the COC and dismiss the case was denied. The court concluded that the People had properly redacted several documents relating to the complaining victim. The court also concluded that the People's efforts to comply with CPL 245.20(1)(k)(iv) were reasonable.



Justice Laura A. Ward
Supreme Court

People v. Reyes, 70379/25 (April 25)

NEW YORK | CRIMINAL LAW

Items Permitted Into Evidence Despite Use In Separate Criminal Trial

During a preliminary trial conference, defendant objected to the Manhattan District Attorney moving several items into evidence at trial. Defendant argued that the items at issue were sealed under Criminal Procedure Law (CPL) § 160.50, and were therefore inadmissible at trial, because the items are part of a separately charged defendant's case that was dismissed and sealed. The People argued that the dismissal and sealing of the separately charged defendant's case, whose charges stemmed from the same instant alleged incident, did not render the items sealed because defendant's case remains open. The People filed an unsealing order application to unseal the separately charged defendant's case. Defendant's motion was denied. The court found that the items at issue that the People sought to introduce into evidence at trial were not subject to sealing under CPL 160.50. The evidence and charges against defendant and the separately charged defendant stemmed from the same underlying investigation and are inherently interwoven and inextricably connected to each other.



Judge Germaine A. Auguste
Criminal Court

People v. Joseph, CR-028508-23NY (April 25)

KINGS | MOTOR VEHICLE TORTS

Summary Judgment Denied; Plaintiff's Self-Drafted Document 'Legally Untenable'

Plaintiff initiated an action following the towing and impoundment of her vehicle, seeking to recover \$712,080.62 based on a self-styled "Schedule of Fees." Plaintiff moved for summary judgment as did defendants. Plaintiff's motion was denied and defendants' was granted and denied in part. The court held plaintiff's reliance on a self-drafted "Schedule of Fees" and "Notice of Claim" as the basis for monetary relief was legally untenable. The documents did not constitute enforceable contracts or negotiable instruments under New York law. Plaintiff's motion was denied as the motion was procedurally premature as issue had not yet been joined.



Justice Patria Frias-Colon
Supreme Court

Rhodes v. Richmond Towing Inc., 516193/2024 (April 2)

KINGS | LANDLORD TENANT LAW

Stay of Eviction Denied; Court Doubtful Of Defendants Ability to Pay Rent

Plaintiff obtained a judgment of possession against defendants with respect to the apartment they occupied. Defendants had not paid use and occupancy for five to six years. Defendant owed over \$38,000. Defendant claimed she was entitled to the apartment as a shareholder but the court found that the share certificate she presented was not signed by the officers whose names were printed on it. No official corporation records confirmed a transfer of shares appurtenant to the apartment. Following the issuance of a Sheriff's eviction notice, one of the defendants moved by order to show cause for a stay of eviction. The stay of eviction was denied. The court held it had no confidence that defendant had the willingness or wherewithal to maintain the requisite \$775 monthly payment necessary to reside in the building.



Justice Aaron D. Maslow
Supreme Court

421 Crown Street HDFC v. Farrar-Baddal, 502618/2023 (April 23)

QUEENS | PERSONAL INJURY

Court Adjudicates on Action Involving Injury Of Soccer Player During Game

The complaint alleged that plaintiff was a registered player for the College Point Flames, an amateur team associated with the Second Third-Party defendant Long Island Soccer Football League, and that he sustained injuries during a League affiliated soccer game between the College Point Flames and the Oyster Bay Park team when defendant Isaias Gomez-Gamboa, a player for the Oyster Bay Park team, allegedly struck and kicked the plaintiff. Two third party action were initiated. Second Third-Party defendant moved for summary judgment dismissing the Second Third Party complaint's claims for breach of contract and contractual indemnification. The motion was granted. The court found that there was no direct link, contractual or otherwise, between the Second Third-Party plaintiff United States Soccer Federation Inc. and Second Third-Party defendant. The court also denied the branch of Second Third-Party defendant's motion for summary judgment dismissing the Second Third-Party complaint's claims for common-law indemnification and contribution.



Justice Robert I. Caloras
Supreme Court

Hickey v. United States Soccer Federation, 704828/2020 (April 25)

ONONDAGA | ELECTION AND POLITICAL LAW

Petition Denied in Election Law Case; Lack of Evidence for Claim of Fraud

Petitioner, Chad Ryan, alleged he was duly nominated at a convention of the Onondaga County Democratic Party to serve as the party's candidate for election to the same office and he was an aggrieved candidate pursuant to Election Law § 16-102(1). Respondent, Matthew Honeywell, was the spouse of Tammy Honeywell and it was alleged that Mr. Honeywell swore and attested to fraudulent signatures on the designating petition for Ms. Honeywell. Petitioners moved by order to show cause to invalidate the designating petition of respondent. The petition was denied. The court held a third party's affidavit did not allege that Mr. Honeywell's alleged misrepresentation induced him to sign the petition. There were no allegations that the third party's signature on the petition was not in fact his, that the petition itself contained incorrect information, or that the signature was improperly witnessed.



Justice Kevin P. Kuehner
Supreme Court

Ryan v. Honeywell, 003859/2025 (April 23)

SECOND CIRCUIT | ADMINISTRATIVE LAW

Panel Revives Fund's Bid for Federal Aid, Rejects Denial Based on Prior Termination

This case required the Second Circuit to interpret an eligibility provision in the statute establishing the Special Financial Assistance (SFA) program, a temporary program created by Congress in 2021 to help struggling multiemployer pension plans. Plaintiff, which sponsors a multiemployer plan primarily benefitting unionized bakery drivers in New York City (the Fund), applied for SFA in 2022, asserting that it was "in critical and declining status" and therefore eligible under the statute. The Pension Benefit Guaranty Corporation (PBGC), the agency responsible for administering the program, found that the Fund's termination in 2016 made it ineligible. The Fund sued under the Administrative Procedure Act, and the district court granted summary judgment for the PBGC. The Fund appealed. Because the Second Circuit did not read the pertinent provision of the SFA statute to exclude plans based solely on a prior termination, the panel reversed the judgment of the district court and remanded with instruction to enter summary judgment for the Fund, vacated the PBGC's denial of the Fund's SFA application, and remanded to the PBGC for reconsideration.



Circuit Judge Myrna Pérez
U.S. Court of Appeals

Bd. of Tr. of the Bakery Drivers Local 550 and Indus. Pension Fund, 23-7868 (April 29)

SECOND CIRCUIT | CONTRACTUAL DISPUTES

Court Certifies Question Over How Federal, State Courts Apply NY Contract Law Principles

Plaintiff appealed from a district court judgment dismissing her claims that Manhattan College breached its implied contract with her or, in the alternative, was unjustly enriched when it refused to refund a portion of her tuition and fees after it transitioned to remote learning in response to the COVID-19 pandemic. Plaintiff argued that the Second Circuit's decision in *Rynasko v. New York University* requires that the judgment be reversed. Manhattan College argued that subsequent decisions from the Appellate Division of the New York Supreme Court, Second Department, and the Fourth Department require that the district court's judgment be affirmed. Because the parties identified a split between how federal and state courts are applying New York contract-law principles, which implicates significant state policy interests, the Second Circuit reserved decision on this appeal in order to certify the following question to the New York Court of Appeals: whether New York law requires a specific promise to provide exclusively in-person learning as a prerequisite to the formation of an implied contract between a university and its students with respect to tuition payments.



Circuit Judge Richard J. Sullivan
U.S. Court of Appeals

Beck v. Manhattan Coll., 23-1049 (April 29)

U.S. - SDNY | LABOR LAW

Federal Jurisdiction Exists Where ERISA, LMRA Preempt State Labor Law Claim

Plaintiff, on behalf of multiemployer benefit funds, sued defendant in state court, asserting a claim under NY law that defendant general contractor is liable for a subcontractor's unpaid contributions to plaintiff's benefit funds. Defendant removed the case to the instant court based on federal-question jurisdiction, arguing that ERISA and the Labor Management Relations Act (LMRA) preempt plaintiff's cause of action. Plaintiff moved to remand to state court, defendant's motion for judgment on the pleadings against plaintiff's original complaint, and plaintiff's conditional motion to amend the complaint if plaintiff's original complaint is preempted by ERISA or the LMRA. In what the court noted is a matter of first impression, it held that when a collective bargaining agreement establishes an employer's obligation to contribute to a benefit fund, ERISA and the LMRA each preempt an action asserted under §198-e of NY's Labor Law to collect a subcontractor's delinquent fund contributions from a general contractor. The court denied plaintiff's motion to remand, finding there is federal jurisdiction since ERISA and the LMRA preempt plaintiff's state labor law claim.



District Judge Vernon S. Broderick
Southern District

Finkel v. Structure Tone LLC, 23-CV-1269 (April 29)

U.S. - SDNY | CONSTITUTIONAL LAW

Court Could Not Decide Whether Officer Successfully Pleaded First Amendment Claims

Plaintiff law enforcement officer alleged deprivation of rights under §1983 claiming violations of the First Amendment, as well as state law claims for violations of NY Civil Service Law 75-B, defamation, defamation per se, and interference with business relations against the Westchester County defendants. Plaintiff averred he had conversations with members of defendant Westchester County Department of Public Safety, members of the PBA, public officials, the public, family, friends, and acquaintances about police discretion and PBA cards. The court noted that this is the only factual averment indicating plaintiff engaged in some form of speech. As the complaint is currently written, the court was not able to ascertain whether plaintiff engaged in speech as a private citizen or as a public employee. Without specificity, plaintiff left the court unable to conclude that he has successfully pleaded any First Amendment claim against defendants. Accordingly, the court granted defendants' motion to dismiss plaintiff's claims, without prejudice. As the court dismissed plaintiffs' §1983 claim, it declined to exercise supplemental jurisdiction over the state law claims.



District Judge Nelson S. Román
Southern District

Saetta v. Raynor, 24-cv-1785 (April 29)

U.S. - EDNY | EMPLOYMENT LITIGATION

Plaintiff Plausibly States FLSA Overtime Wage Claim, But Not Minimum Wage Violation Claim

Plaintiff was employed by defendants as a nurse paid trainee from 2021 to 2022. Defendants operate nursing homes and provide nursing care services throughout the State of New York. Defendants calculate their employees' pay via a timekeeping system. In 2024, plaintiff filed the instant putative collective action on behalf of herself and similarly situated "current and former hourly paid and non-exempt employees" of defendants. Plaintiff brought claims for overtime and minimum wage violations pursuant to the Fair Labor Standards Act (FLSA), and claims for unpaid overtime and nonpayment of straight wages pursuant to the New York Labor Law. The instant court determined that plaintiff alleged sufficient facts to support an inference that she worked compensable overtime in a workweek longer than 40 hours, and therefore plausibly stated an overtime wage claim pursuant to the FLSA. However, because plaintiff failed to allege facts indicating that her average hourly wage was less than the federal minimum wage, the court concluded that she failed to state a plausible FLSA claim for minimum wage violations.



District Judge Natasha C. Merle
Eastern District

Bell v. ArchCare Cmty. Serv. Inc., 24-cv-01877 (April 28)

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Gardner Part 24 Justice Karen Lin 25-10 Court Square Long Island City, N.Y. 718-298-1126 Room G-40 MONDAY, MAY 5 4766/18 Chachere v. Poulos 723274/24 Manto v. Calandrelli Motion 723274/24 Manto v. Calandrelli Part 25 Justice Wyatt N. Gibbons 88-11 Sutphin Blvd. Jamaica, N.Y. 718-298-1925 Room 44, 9:30 A.M. Part 27 Justice Anna Culley 88-11 Sutphin Blvd. Jamaica, N.Y. 718-298-1640 Room 68, 9:30 A.M. TUESDAY, MAY 6 705816/20 Apco Insulation Co Inc. v. Rose Mechanical Corp. 719043/24 Athens Annuity And Life Co. v. Holyhead Movement 719627/21 Bank of NY Mellon Trust Co. v. Lillie Toney A/k/a Lillie M. Toney Et Al 724633/21 Bank of NY Mellon Trust Co. v. Adams 701599/20 Baralis v. Elsewhere 702020/22 Bissondial v. Shewcharan 718282/24 Boyadjian v. Cordes 704038/22 Buitrago v. Wult 713996/23 Carriel v. 76 Eleventh Ave. Prop. Owner LLC Et Al 716170/23 Cfg Merchant Solutions v. Leon's Ambulette, Inc. Et Al 722316/22 Cheah v. Chen 721246/19 Chiu v. Melendez Jr. 717955/22 Chu v. Jamaica Muslim Center Et Al 720899/24 Cosme v. Krimez 719475/23 Dangli v. Kalandarov 707649/24 Deutsche Bank Nat. Trust Co. v. Perez 703222/19 Doman v. Medugno 727575/23 Gi v. Fleurimond 704951/21 Harvey v. He 720416/24 Landmark Strategy Group v. Mesquita 715383/17 Lee v. Zheng 718329/24 Miller v. Comprehensive Ambulances Services Bt County LLC Et Al 710223/20 Mohamed Ahalem v. Imperial Bag & Paper Co. LLC 722547/24 Molina v. Ricardo Coppin 712659/24 Molina v. Samaritan Daytop Village 703862/18 Nunez v. Eleazer Inc. Et Al 719563/20 NYCTL 2019-A Trust Et Al v. Lynch 716011/20 NYCTL 2019-A Trust Et Al v. Spirited Dragon Real Estate Dev. LLC Et Al 718768/22 Ochao Vega v. Supreme Builders 711957/21 Parada Sanabria v. 527 Greenwich 712518/21 Pena v. Ray Builders, Inc. Et Al 708389/23 Penn-Strs Inc. Co. v. 3480 Third Ave. Owner Rlty. LLC Et Al 714329/23 Preece v. Hamchand 71846/23 Quezada v. El Sol Contracting And Const. Corp. 727134/22 Quinonez-Mendoza v. Stateline Builders Inc. 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