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IN BRIEF

Appellate Court Orders SUNY To Reinstate Student Who Couldn't Cross-Examine Accuser

A mid-level appellate court on Thursday ordered a State University of New York student, suspended on sexual misconduct allegations, reinstated after its internal review board relied solely on an unsworn and unsigned written statement the accuser gave to campus police.

The suspended male student had a constitutional right to cross-examine his accuser, but when she declined to testify, SUNY went ahead in trying to punish him via the police statement, a violation of his due process rights, went the 5-0 memorandum decision written by Appellate Division, Third Department Justice Michael Mackey.

Mackey's decision noted that under the school's policy, a decision maker cannot rely on prior statements by an accuser in reaching a determination regarding responsibility.

The male student, a SUNY Albany freshman at the time of the allegations in fall 2022, is represented by prominent Albany area civil rights attorney Kevin Luibrand.

In an interview with the Law Journal, Luibrand said the decision is of importance because, in these types of Title IX cases, colleges and universities have been making decisions merely upon submitted papers.

"The court recognized that somebody accused of misconduct at a university has a constitutional right to cross-examine his or her accuser and many colleges around the state—and I've had a number of them—have refused to acknowledge that right," he said.

SUNY is represented by the state attorney general's office, which said it doesn't comment on pending litigation.

The female had told university police the male had kissed and fondled her in her bed without consent on three occasions in August and September 2022.

The male had said the interactions were consensual.

The woman reported her claims to the school that September, and SUNY launched its Title IX investigation. Its Student Conduct Board found he violated its policies and ordered the suspension.

After his administrative appeal was denied, he filed an Article 78 lawsuit against SUNY that was referred to the Third Department.

It remains to be seen if the state will ask for a referral to the New York Court of Appeals.

According to Luibrand, the Third Department corrected "so many things wrong that (SUNY) did to this kid. They ruined his core years."

Luibrand said his client couldn't enroll in another institution because of the blemish on his transcript.

"He's the one who had to get mental health assistance, because he was so depressed," Luibrand said. "He thought his life was over as a young kid. It just ruined him… I sat with him many times. He and his mother would just sob because he had no place to go. If he had had due process, it wouldn't have happened."

—Brian Lee


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JetBlue Customer Sues Airline's AI Support Partner Over Nonconsensual Recording of Service Calls

The company that provides artificial intelligence-powered support to JetBlue's customer service centers was sued in the Manhattan federal court by a JetBlue customer who claims it had secretly recorded his conversations and fed them into its artificial intelligence program.

ASAPP Inc. was accused of violating California's Invasion of Privacy Act by Robert Milton, who argued that the company secretly "eavesdrops and records" JetBlue cus- » Page 4

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RYLAND WEST/ALM

Damian Williams is the latest partner exit at Paul Weiss in the wake of the firm's March deal with President Trump.

Former SDNY US Attorney Departs Paul Weiss for Jenner

BY ANDREW MALONEY

JENNER & Block has hired Damian Williams, former U.S. attorney for the Southern District of New York, to lead its litigation department and investigations, compliance and defense practice, the firm said Friday.

"Damian led the Southern District with excellence and integrity, and we are excited to welcome him to Jenner as part of our firm's long tradition of hiring former public servants who are zealous and effective advocates," said Firm Chair Tom Perrelli, former Associate Attorney General of the United States. "Damian is an outstanding lawyer with a depth of experience that will help our clients navigate their most pressing and complex challenges."

Williams is the latest partner exit at Paul Weiss in the wake of the firm's March deal with President Trump to provide $40 million in pro bono services, among other deal teams.

In joining Jenner, Williams is joining a law firm that fought the Trump administration and ultimately succeeded in obtaining summary judgment to overturn an executive order against the firm.

Williams said in a statement that Jenner "fearlessly advocates" for its clients. "I've seen » Page 4

Aggressive Antitrust Bill Passed by NY Senate; But Seen as Unlikely To Emerge From Assembly

BY BRIAN LEE

AN AGGRESSIVE anti-trust enforcement bill that would make New York a trailblazer in applying the European Union modeled abuse of dominance standard was again passed by the Senate on Thursday—but faces long odds to emerge from the Assembly before the scheduled end of session.

The 38-22 Senate tally makes it the third consecutive year the upper chamber has given its stamp of approval to the measure. It is now in the hands of the Assembly, from which the bill has failed to emerge in recent years. An Assembly committee chairman has said recently the measure will likely stall again.

Versions of the bill have received consideration since at least 2019.

Introduced as the 21st Century Antitrust Act, the bill contains a pre-merger notification requirement that legal observers say would be the most comprehensive in the U.S. Also, a winning plaintiff would be allowed to recover fees for high-cost expert witnesses.

Opponents of the bill, which is sponsored by Democratic leaders in both legislative chambers, warn that the bill would have the effect of driving business out of the Empire State.

The Senate sponsor, Deputy Majority Leader Michael Gianaris, D-Queens, said on Thursday that


Sen. **Michael Gianaris**, D-Queens

it's believed that no other state in the U.S. had taken the approach of establishing the abuse of dominance standard in evaluating monopoly practices.

New York's antitrust law is antiquated, adopted in 1899, and modeled on the federal Sherman Antitrust Act that bans contracts or other agreements » Page 4

With Point Values Rising, Law Firms Fight 'Creeping' Partners' Compensation

BY ANDREW MALONEY

LAW FIRMS have used a variety of tools to get more money for especially high-performers over the last few years. But firms in 2025 are simultaneously looking for ways to battle "compensation creep," or significantly increased pay for partners who haven't necessarily increased their productivity or contributions to the firm, but have benefited from the rise of share and point values, several industry analysts say.

Some law firm fixes for compensation creep include an emphasis on profitability, capping cash payouts, or cutting shares. A good grasp of partners' performance data and clear communication about expectations for them are also critical, consultants say.

It's all part of a process where "firms are trying to find ways to say, 'OK, we need to adjust their compensation to match their contribution,'" said Kristin Stark, a principal at Fairfax Associates. Another way to think about it is adjusting pay so it's as close as possible to what partners would command on the open market.

Those discussions are especially relevant for 2025. The current economic uncertainty in the environment is opening the door for more firms to explore » Page 6



GABBY JONES/ BLOOMBERG

AI 'hallucinations' have caused issues for lawyers and firms across the U.S. Recently, an associate at Latham & Watkins in California acknowledged using AI-generated misinformation in a copyright case related to Amazon-backed Anthropic, which was generated by the AI model Claude.

Lawyers' AI Missteps Continue, Thanks to Carelessness And Lack of Education

BY THOMAS SPIGOLON

EVEN AFTER some firms faced sanctions and fines in recent years, some industry experts foresee attorneys nationwide continuing to use artificial intelligence tools that produce incorrect information for their court filings because they lack knowledge about the technology.

One such occurrence in Alabama in recent weeks led to a federal court judge threatening sanctions against an attorney at an Am Law Second Hundred firm that used ChatGPT for research and included AI-produced citations to cases that didn't exist in two motions defending the state's corrections commissioner.

Butler Snow, though, is not alone among Big Law shops suffering blows for not verifying citations their attorneys used AI to find.

Judges have given warnings and sanctions in cases in Florida, Texas and Philadelphia in recent weeks.

In mid-May, law firms Ellis George and K&L Gates were ordered to pay $31,000 to the defense in a case filed against State Farm General Insurance Co. for submitting a "bogus" plaintiff's briefing written with AI in California.

Around the same time in California, a Latham & Watkins associate admitted using an AI-generated fake title and incorrect authors in a copyright suit involving Amazon-backed Anthropic that apparently was hallucinated by the company's flagship AI product Claude.

Greg Lambert, chief knowledge services officer for Sec- » Page 4

Trump's M&A Enforcement Restores Divestiture Remedies

BY SULAIMAN ABDUR-RAHMAN
WASHINGTON, D.C.

THE UNITED States may see a boost in proposed mergers and acquisitions for the remainder of the Trump administration following the government's renewed willingness to offer divestiture options addressing typical anticompetitive allegations, according to antitrust law experts.

Deputy Assistant Attorney General William "Bill" Rinner confirmed


William "Bill" Rinner, Deputy Assistant Attorney General

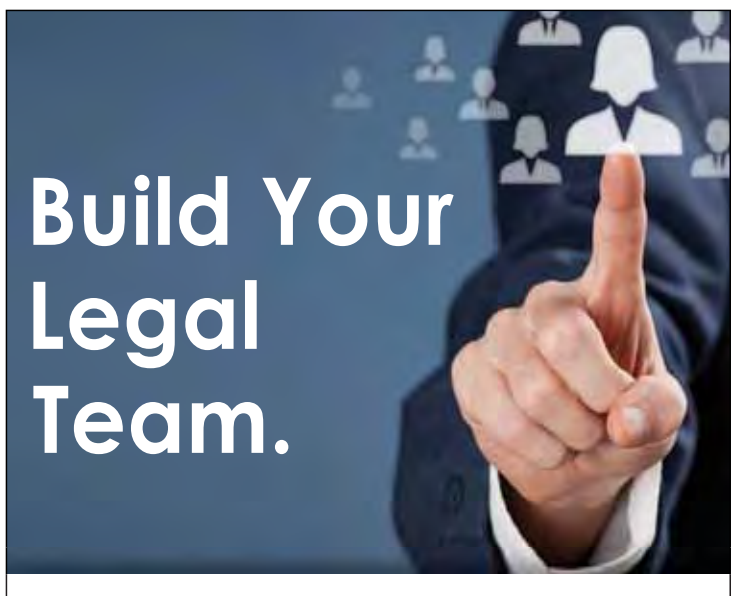
the U.S. Department of Justice Antitrust Division under Gail Slater has a different approach to merger enforcement compared with the Biden era.

"I am pleased that, just this week, we announced a settlement of the merger of Keysight and Spirent that exemplifies the Division's continued preference for structural relief and the nuanced protections we will impose to ensure their success," Rinner said Wednesday in remarks to the George Washington University Competition and Innovation Lab Conference. » Page 4

IN WHAT PRACTICES ARE YOUR COMPETITORS GROWING?

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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.**

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Supreme Court Hands Down Half-Dozen Opinions in One Day. What Did They Say?

BY JIMMY HOOVER
WASHINGTON, D.C.

THE U.S. Supreme Court dispatched with a whopping six of its outstanding cases on Thursday morning, making it the busiest opinion day of the term so far.

What's perhaps more impressive, though, is that, in pronouncing the law on Title VII of the Civil Rights Act, the reach of the First Amendment and the immunity of foreign nations in U.S. courts, the day produced nary a dissent from any of the court's nine justices. For a court that divides bitterly over whether Saturdays should be included in a filing deadline, that level of unanimity stands out.

Thursday morning's deck-clearing leaves 26 previously argued merits cases that still need to be decided by July. Plus, the court has yet to rule on the Trump administration's emergency applications to reinstate the president's controversial birthright citizenship restrictions, which were the subject of a rare argument session on May 15.

The longest outstanding case is the blockbuster *U.S. v. Skrmetti*, a challenge to a Tennessee law banning gender-affirming care for minors. The case was argued back in December during the final weeks of the Biden administration, where the Justice Department had taken the position that the law constitutes illegal sex discrimination. Since the change in administration, however, the U.S. solicitor general's office has switched positions in the case.

Below, Supreme Court Brief Breaks Down Each of The Six Rulings

Ames v. Ohio Department of Youth Services

In *Ames,* Justice Ketanji Brown Jackson wrote the court's unanimous opinion holding that straight and white plaintiffs alleging reverse discrimination do not have to meet a higher burden than minority plaintiffs under Title VII of the 1964 Civil Rights Act.

The decision scuttles the so-called "background circumstances" test adopted by the U.S. Court of Appeals for the Sixth Circuit, in which members of majority groups must present specific evidence that a company is the "unusual employer who discriminates against the majority."Jackson agreed with petitioner Marlean Ames that Title VII requires no such thing for straight and white plaintiffs.



DIEGO M. RADZINSCHI/ALM

U.S. Supreme Court

"The Sixth Circuit has implemented a rule that requires certain Title VII plaintiffs—those who are members of majority groups—to satisfy a heightened evidentiary standard in order to carry their burden," Jackson wrote. "We conclude that Title VII does not impose such a heightened standard on majority-group plaintiffs."In her lawsuit, Ames says she was denied a promotion and replaced at the Ohio Department of Youth Services by two gay employees. The court's decision is likely to make it easier for straight and white plaintiffs to allege reverse discrimination in the workplace amid a wave of litigation over diversity, equity and inclusion policies seeking to boost the representation of individuals from historically disadvantaged groups in business, the academy and government.

Smith & Wesson Brands v. Estados Unidos Mexicanos

In this unanimous ruling written by Justice Elena Kagan, the Supreme Court barred a lawsuit from the Mexican government seeking to hold U.S. gunmakers liable for billions of dollars in damages from deadly firearm violence perpetrated by drug cartels.

Kagan's opinion agreed with the gun manufacturers that the lawsuit is barred by the 2005 Protection of Lawful Commerce in Arms Act, which was passed to immunize the gun industry from a wave of lawsuits brought by U.S cities."Mexico's suit closely resembles the ones Congress had in mind: It seeks to recover from American firearms manufacturers for the downstream damage Mexican cartel members wreak with their guns," Kagan wrote.

The court said Mexico's lawsuit fell short of containing "plausible allegations" that the gunmakers actually aided and abetted the illegal trafficking of weapons into Mexico so that they could be used by drug cartels to perpetrate violence.

At best, Kagan wrote, Mexico has only alleged that the gun manufacturers are indifferent to the ultimate use of its firearms. But that allegation fails to rise to the level of aiding and abetting, she added.

Kagan cited the Supreme Court's 2023 decision in *Twitter v. Taamneh* rejecting claims that social media platforms aided and abetted ISIS by failing to kick the terror group off their websites.

"Mexico's plausible allegations are of 'indifferen[ce],' rather than assistance," Kagan wrote. "They are of the manufacturers' merely allowing some unidentified 'bad actors' to make illegal use of their wares."

Laboratory Corporation of America Holdings v. Davis

The Supreme Court handed down its third DIG this term (dismissal as improvidently granted) in the case *Laboratory Corporation of America Holdings v. Davis*.

When the court took up the case back in January, it seemed to have the potential to beat back a rising tide of class actions swamping corporate defendants. Indeed, the question the justices agreed to review was whether courts could certify class actions when some of the proposed class members lack an Article III injury.

The corporate defense bar argued that allowing uninjured class members creates a ballooning class size that pressures defendants to settle out of fear of massive liability.

But it became clear during a hearing in late April that, in Justice Neil Gorsuch's words, there were some "squirrelly" complications in the case that could stand in the way of a ruling.

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FCC Chair Carr's 'Delete, Delete, Delete' Agenda Stalls After Surprise Agency Shakeup

BY DAN NOVAK
WASHINGTON, D.C.

TWO Federal Communications Commission commissioners resigned on Friday, leaving the FCC with one commissioner short of a quorum to take action.

The departure of Republican Nathan Simington and Democrat Geoffrey Starks will leave the FCC with just two commissioners, GOP Chair Brendan Carr and Democrat Anna Gomez. Without a quorum, any commission-level actions such as new rulemaking or waiver requests will be put on hold until the FCC has three members.

"A lot of the deregulatory agenda Chairman Carr wants to undertake can't happen" without commission votes, said former Republican FCC commissioner Robert McDowell, now a partner at Cooley.



DIEGO M. RADZINSCHI/ALM

Federal Communications Commission Chair **Brendan Carr**

Simington unexpectedly announced Wednesday that he would resign at the end of the week, just as Republicans were set to gain a majority on the commission with Starks' planned resignation Friday. Simington did not publicly explain why he is stepping down.

Olivia Trusty, President Donald Trump's nominee to be the next Republican commissioner, awaits Senate confirmation.

It could be months before Trusty is confirmed, with Republicans focused on other legislative priorities and Democrats likely to try to delay the vote unless a Democratic nominee is advanced as well, said McDowell, who served on the commission during the George W. Bush and Barack Obama administrations.

In March, Carr launched the "Delete, Delete, Delete" deregulatory initiative, seeking public comment on any rule, regulation or guidance the FCC should rescind.

The FCC open-meeting agenda for June 26 contains three proposed deregulatory actions for the agency to consider, which a two-person commission will be unable to vote on.

Carr was cryptic in a Wednesday FCC blog post on whether the agenda would change but laid out his arguments for rescinding regulations related to cable television rates, teletypewriters and broadband data collection.

"There's a lot of time between now and our scheduled June 26 Commission meeting," Carr wrote. "So I wanted to lay out a couple of items that I would like to get done at the meeting if we can. Stay tuned on that front."

A client alert from the law firm Womble Bond Dickinson stated the resignations will likely delay actions on the T-Mobile proposed $4.4 billion acquisition of UScellular and the proposed sale of UScellular spectrum licenses to AT&T and Verizon.

McDowell said he has never seen the commission unable to reach a quorum in his decades-long career but added the agency's routine functions will continue as normal, particularly in enforcement, which is controlled by FCC bureaus. He added that Carr is still likely to enact his agenda, even if it is delayed in the short-term by lacking a quorum at the commission.

"As a matter of good government, this could have been done better," McDowell said. "But at the end of the day, I don't think it's going to make a huge difference vis-à-vis public policy other than burning a couple months."

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FDA's Embrace of AI To Speed Up Drug Approvals Leaves Industry Observers Excited, Uneasy

BY JOHN RUSSELL

UNDER pressure to speed up the review of drugs and medical devices, the Food and Drug Administration is turning to artificial intelligence tools to help its scientific reviewers and investigators aggressively shorten the process.

But the move, rolled out in two announcements in recent weeks, is raising a host of questions on whether AI will make scientific conclusions about the safety and effectiveness of drugs and devices or will be limited to summarizing information and other administrative tasks.

Already, law firms around the country are advising clients that the FDA's rapid adoption of AI represents a pivotal step in evaluating critical products that can save lives, but that many questions remain unanswered.

"If the question is, can AI replace a human reviewer, I would say absolutely not," said Jason Conaty, counsel in the Los Angeles office of Hogan Lovells who specializes in drug regulatory affairs. "There are problems with generative AI, and there need to be guardrails and there needs to be human oversight."

He added: "If AI is being used for scientific review, I think the agency has to tread very carefully as it rolls out the tools for that."

It takes the FDA an average of 10 months to review a new drug and six to nine months to review a high-risk device, such as a pacemaker or heart valve.

Drug and device makers have been pushing the FDA to speed up the review process to get their products to market faster. Already, they can seek expedited approval pathways, such as "Fast Track" designation "Breakthrough Therapy" designation for treating serious or life-threatening conditions.



COURTESY PHOTO

"I was blown away by the success of our first AI-assisted scientific review pilot," FDA commissioner **Martin Makary**.

Now, the FDA is heralding the use of AI in helping them to chop days or weeks off the review process.

On May 8, the agency announced what it called an "aggressive timeline" to scale the use of AI across all FDA centers by June 30.

"I was blown away by the success of our first AI-assisted scientific review pilot," FDA commissioner Martin Makary said in written remarks. "We need to value our scientists' time and reduce the amount of non-productive busywork that has historically consumed much of the review process. The agency-wide deployment of these capabilities holds tremendous promise in accelerating the review time for new therapies."

The agency said the AI tools will allow its scientists to spend less time on "tedious, repetitive tasks" that often slow down the review process. But it did not say which AI tools were involved or how much of a role AI played in the review process.

Still, some FDA officials said they were already seeing significant time savings in the review process.

"This is a game-changer technology that has enabled me to perform scientific review tasks in minutes that used to take three days," said Jinzhong Liu, deputy director of the FDA's Office of Drug Evaluation Sciences.

But some law firms said the announcement raised a host of questions, such as how trade secrets would be protected.

"Generative AI necessarily relies upon an existing 'universe' of data and information," King & Spalding wrote in a client alert on May 19. "In the context of AI-assisted scientific review, it is possible that other sponsors' FDA review documents will be used by the AI, as part of its knowledge base, in the review of future applications. If so, it is unclear to what extent trade secret and confidential commercial information from one application could be used to evaluate data in an application from a different sponsor."

On June 2, the FDA dropped the other shoe, saying it had launched a generative AI tool called "Elsa" to help scientific reviewers and investigators work more efficiently. It said Elsa is a large language model-powered AI tool built within a "high-security GovCloud environment."

The FDA said the tool will assist with reading, writing and summarizing information. It will offer FDA employees access to internal documents but will not train on data submitted by drug and device makers, "safeguarding the sensitive research and data handled by FDA staff," the agency said.

Already, the FDA is using Elsa to accelerate clinical protocol reviews, shorten the time needed for scientific evaluations, and identify high-priority inspection targets.

"It can summarize adverse events to support safety profile assessments, perform faster label comparisons, and generate code to help develop databases for nonclinical applications," the agency said.

But the FDA added that as the tool matures, the agency plans to use it in different processes, such as data processing and similar generative AI functions. The agency did not rule out using AI for scientific review.

In response to an inquiry by ow.com, the FDA said, "Elsa will help increase employee efficiency by having them focus on what they do best, supporting the public health mission and keeping the American people safe."

Specifically, Elsa can quickly synthesize and summarize information, breaking down information to support faster, more informed decision-making. Elsa can be used to help refine communication for maximum impact—from brainstorming and outlining content to drafting and proofreading. In addition, Elsa helps employees quickly identify key information across multiple sources."

Elsa's introduction coincides with the release of President Donald Trump's 2026 budget proposal, which calls for reducing the agency's spending by $6.8 billion, or 4%, and eliminating 1,940 jobs, according to Fierce Biotech, an industry newsletter.

A trade association for drugmakers, the Pharmaceutical Research and Manufacturers of America, said that ensuring medicines can be reviewed for safety and effectiveness in a timely manner to address patient needs is critical.

"AI as a tool has great potential to advance biopharmaceutical discovery, research and development and manufacturing," the association said in an emailed statement. "AI may also help advance health care delivery and public health by enhancing FDA review efficiencies to facilitate timely patient access to medicines. While AI is still developing, harnessing it requires a thoughtful and risk-based approach with patients at the center. We're pleased to see the FDA taking concrete action to harness the potential of AI to support its gold standard review to meet the needs of patients."

Some law firms said the FDA's embrace of AI could change how quickly applications move through the agency, especially those that are formatted in a way that allows the tools to do their jobs effectively.

"It also signals a broader cultural shift at the agency: one that embraces emerging technology to meet the demands of increasingly complex submissions and a high volume of applications," wrote Gardner Law, which specializes in FDA regulatory approvals.

While the FDA is not commenting about how far it might use AI tools in speeding up the drug and device review process, some experts say that the

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Correction

A decision of interest published in the May 29 print edition of the New York Law Journal contained an erroneous description of a ruling by Columbia County Supreme Court Justice Richard Mott. Ruling in *Petrosky v. Columbia Memorial Hospital*, Mott denied a motion in limine and found that witnesses in the case need not be subjected to a Frye hearing. A corrected version of the summary can be found on page 17.

Expert Analysis

LAW AND THE FAMILY

Non-Party Document Discovery In Matrimonial Actions



By **Joel R. Brandes**

Non-party document discovery is authorized in matrimonial actions by CPLR 3120 in conjunction with CPLR 3101(a)(4), which requires the discovery notice to state the reasons why such discovery is needed.

This disclosure device is utilized in matrimonial actions to obtain documents in the possession of family or business associates of a party to the action. However, the use of this discovery device is not unlimited.

After the commencement of an action, any party may serve on any other person a subpoena duces tecum to produce and permit the party seeking discovery to inspect and copy any designated documents that are in the possession, custody, or control of the person served. (CPLR 3120(1)).

The subpoena duces tecum must specify the time, which may be "not less than 20 days after service of the subpoena", and the place and manner of making the inspection or copy. It must also "set forth the items to be inspected, copied, tested or photographed by individual item or by category, and must describe each item and category with reasonable particularity." (CPLR 3120 (2)).

The subpoena duces tecum must be served in the same manner as a summons. A copy must also be served on each party who has appeared in the proceeding so that it is received promptly after service on the witness and before the production of books, papers, or other things. (CPLR 2303 (a)).

The person served with a discovery subpoena duces tecum may move at any time under CPLR 3103 for a protective order denying, limiting, conditioning, or regulating the use of this disclosure device to prevent unreasonable annoyance, expense, embarrassment, disadvantage, or other prejudice. (CPLR 3103(1)).

The motion must include an affirmation by the movant that the attorney first conferred with opposing counsel and made a good-faith effort to resolve the issues raised by the motion. (22 NYCRR 202.7(a)).A motion to quash, fix conditions, or modify a discovery subpoena may be made after a request to withdraw or modify the subpoena is first made to the person who issued it. (CPLR 2304).A motion to quash is limited in scope, challenging only the validity of the subpoena or the jurisdiction of the issuing authority. (*Santangello v. People*, 38 N.Y.2d 536, 381 N.Y.S.2d 472 (1976)). Thus, any ground which challenges the facial sufficiency of the subpoena, or the jurisdiction of the court to issue it may be raised on the motion to quash.

> A motion to quash is limited in scope, challenging only the validity of the subpoena or the jurisdiction of the issuing authority.

A nonparty witness will be granted a protective order where the subpoena is facially insufficient. Discovery will be denied where the request is palpably improper in that it seeks, inter alia, irrelevant information or is overbroad and burdensome. (*Diaz v. City of New York*, 117 A.D.3d 777, 985 N.Y.S.2d 695 (2d Dept.,2014)).

Nonparty document discovery subpoenas do not comply with CPLR 3120(2) if they do not describe each item sought by "individual item or category" or do not describe each item and category of documents with "reasonable particularity". (*Ritchie v. Carvel Corp.* 180 A.D.2d 788, 580 N.Y.S.2d 457 (2 Dept. 1992)).

It has been held that a demand for the "entire litigation file" lacks "reasonable particularity" (See *Thomas v. Holzberg*, 227 A.D.2d 175, 642 N.Y.S.2d 12 (1st Dep't 1996)) and is overly broad. (*Gilbert-Frank Corp. v. Guardsman Life Ins. Co.,* 78 A.D.2d 798, 433 N.Y.S.2d 124 (1st Dep't 1980)).

A discovery subpoena is palpably improper if it requires the production of documents and records not in existence at the time of its service. (See *Liberty Mut. Ins. Co. v. City of New York Comm'n on Human Rights*, 39 A.D.2d 860, 332 N.Y.S.2d 971 (1st Dep't 1972).

If the person served with the discovery subpoena objects to it, he must serve a response within 20 days of its service, which must state with "reasonable particularity" the reasons for each objection. (CPLR 3122).

It has been held that if the person who objects to the discovery subpoena fails to serve any response, the only grounds for objection are that the demand seeks privileged material or is palpably improper. (See Re*cine v. City of New York,* 156 A.D.3d 836, 65 N.Y.S.3d 788 (2d Dep't 2017); *LaBuda v. LaBuda,* 175 A.D.3d 39, 105 N.Y.S.3d 585 (3d Dep't 2019); *Anonymous v. High School for Environmental Studies*, 32 A.D.3d 353, 820 N.Y.S.2d 573 (1st Dep't 2006)).

The burden is on the party seeking discovery to move to obtain compliance. The party seeking discovery under CPLR 3120 may move for an order under CPLR 3124 or CPLR 2308 to compel compliance with respect to any objection to, or other failure to respond to, or permit inspection as requested by the subpoena duces tecum, or any part of it. (CPLR 3122)

Discovery subpoenas duces tecum served on nonparty witnesses are not relevant and will be quashed where the records are sought simply to gain information to impeach the general credibility of a witness or party. (*Valdez v Sharaby* 258 AD2d 458, 684 N.Y.S.2d 595 (2d Dept., 1999); *People v Scott*, 212 A.D.2d 477, 623 N.Y.S.2d 212 (1 Dept., 1995); See *People v Gissendanner*,

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Perspective

Cheating With Consequences: Enforceability of Prenup Infidelity Clauses

BY SHERRI SHARMA

On Nov. 22, 2024, Gov. Kathy Hochul signed a bill decriminalizing adultery in New York. For over 100 years, adultery was a class B misdemeanor in New York. A rarely enforced 1907 statute provided that an individual engaging "in sexual intercourse with another person at a time when he has a living spouse, or the other person has a living spouse" could be subject to a $500 fine and up to 90 days in jail.

Despite no longer being a crime in New York (and most other states), adultery is responsible for a significant portion of marital woes across the country. Reports vary, but studies have shown that somewhere between 20% and 45% of American marriages face some form of infidelity. And when that infidelity leads to divorce, the resulting process often triggers feelings of betrayal and emotional devastation beyond those present in divorces where adultery does not play a part.

At the same time, it is difficult for soon-to-be spouses to contemplate futures marked by infidelity. In their potential futures as no-longer spouses, many of them seek protection from future pain. Perhaps their own life experiences or those of their friends or family prompt them to ponder the possibility of such an unfortunate turn of events.

Whatever the impetus, prospective spouses often ask their attorneys whether infidelity clauses can be included in prenuptial agreements. Broadly speaking, prenuptial agreements are contracts that address three basic pillars: classification and division of property (upon divorce), spousal support (upon divorce), and estate rights (whether before or after a divorce). Infidelity clauses and other so-called lifestyle clauses are provisions added when prospective spouses seek to reach beyond those three issues and control future behavior.

These infidelity clauses, also known as adultery clauses or cheating clauses, detail the consequences of a spouse's infidelity. In most prenuptial agreement infidelity clauses, the offending spouse must pay the non-offending spouse a predetermined monetary amount. Similar provisions may exist in post-nuptial agreements, particularly when one spouse has been unfaithful; spouses agree to remain married with clear consequences for the philandering spouse and protections for the non-offending spouse in the case of future infidelity.

> Even if recent New York court decisions suggest that infidelity clauses in prenuptial agreements are not entirely unenforceable, their inclusion may be strategically unwise.

Clients often proclaim an intent to be generous to their spouses in the event of an amicable divorce, but not where their spouses are to blame for the dissolution of their marriages. In those cases, they seek both retribution and protection. There is no guarantee, however, that those goals will be met, as courts take variable stands on the enforceability of infidelity clauses.

In pure no-fault states, no blame is assigned in divorce proceedings. In those states, courts do not consider parties' behavior when determining how to divide assets. They will likely find that an infidelity clause violates public policy, and is therefore unenforceable. Courts in California, Hawaii, Nevada, and elsewhere have held just that: incorporating infidelity clauses would, according to those courts, reintroduce fault into divorce proceedings. Most recently, in *Crofford v. Adachi*, 506 P.3d 182 (Hawaii 2022), the Hawaii Supreme Court declined to enforce a post-nuptial agreement infidelity clause because it violated Hawaii's strong public policy favoring no-fault divorce proceedings and prioritizing equitable distribution of marital property.

In other states, courts have enforced infidelity clauses. While coming to the opposite conclusion on enforceability, those courts also base their holdings on public policy grounds. The Maryland Supreme Court, in *Lloyd v. Niceta*, 301 A.3d 94 (Md. 2023), found an infidelity clause in a post-nuptial agreement to be enforceable. Clearly stating that its ruling did not extend to prenuptial agreements, the court held that in the event of divorce—and permitted by Maryland public policy—spouses may allocate assets based on adultery.

Recently, a New York court faced with the enforceability of a prenuptial agreement—although not considering an infidelity clause—stressed New York's strong public policy favoring enforcement of a prenuptial agreement, as they are presumed to be valid unless a challenging party meets the "high burden" required to set them aside. According to the court, prenuptial agreements should be afforded the same assumption of legality as other contracts. *J.M. v. G.V.*, 2025 NYLJ LEXIS 135 (January 13, 2025).

In New York, where fault may be considered relevant in certain circumstances in some areas of divorce proceedings, courts may enforce infidelity clauses. In *Agulnick v. Agulnick*, 136 N.Y.S.3d 462 (N.Y. App. Div., 2nd Dept. 2020), the husband, who had acknowledged "prior acts of infidelity," agreed in a postnuptial agreement that if he were to be unfaithful during the marriage, he would pay his wife 80% of his future gross lifetime earnings from all sources (minus FICA) and 80% of all marital assets. The court did not address the enforceability of that provision but suggested that it may have been upheld (despite New

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Off the Front

Antitrust Bill

« Continued from page 1

that either result in a monopoly by a business, or the furnishing of services.

"Court decisions interpreting those laws are dated and have not kept up with the modern economy in many ways that this bill would fix," Gianaris said Thursday.

State Sen. George Borrello, R-Chautauqua, said he opposed the bill because it doesn't define markets, while containing "many vague descriptions of what a market is."

A small business owner, Borrello said the bill would enable "New York lawsuit bounty hunters" to seek litigation against someone who owns, for instance, "six convenience stores in a rural area."

Gianaris quipped that he was "surprised that George Borrello of all people is opposed to aggressive anti-trust enforcement, the type that Donald Trump is pursuing nationally both in his first term and currently."

Gianaris said the bill wouldn't change the way markets are defined within the current legal structure.

Gianaris has previously stated that the bill is intended to target powerful corporations, particularly Big Tech companies such as Amazon, that have engaged in temporary price reductions, for the purpose of forcing competitors to sell their business to them.

In 2019, Gianaris was key in obstructing the tech giant's plan to establish a second headquarters in his district.

Borrello also expressed concern that the bill could make tribal communities that have been given exclusive rights to operate casinos a target for litigation. Gianaris, an attorney, questioned that logic, saying the bill applies only to buyers and sellers.

The New York Bankers Association recently joined groups that are opposed to the measure, predicting it would chill the state economy and efforts to spur economic development.

"While this bill has laudable goals," the bankers association said in a May 23 memorandum in opposition, "it redraws the landscape of competition law with too broad a brush and blurs the lines between pro-competitive behavior and unfair business practices beyond recognition."

A longtime opponent, the Business Council, said the bill stands to "impose substantial economic costs on every corner of the state."

The Business Council's county-by-county analysis of the bill's impact said it would conservatively cause small businesses to lose an estimated $47.5 billion in annual sales, with Manhattan small businesses standing to lose $6.4 billion annually.

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AI Missteps

« Continued from page 1

ond Hundred firm Jackson Walker, said he believed lawyers use ChatGPT instead of legal-specific tools because "it is super easy to use."

"The AI tools in legal research are not easy to use because legal research is hard," said Lambert. "The issue I'm seeing is the answer they're getting is the commercial products are 'good enough' to validate the risk in their minds."

Professor Ifeoma Ajunwa of the Emory University School of Law said many lawyers may be drawn to the "novelty aspect" and "utility" of products like ChatGPT for researching cases relatively quickly. But the tools also have "gaps in knowledge" and are known to "make up stuff" or "hallucinate," Ajunwa said.

"Unfortunately, however, [lawyers] do not have the actual background or education to be discerning in the use of these tools," said Ajunwa, founding director of the school's A.I. and Future of Work Program. "That's what's getting them in trouble because these lawyers are not understanding the limitations of these tools."

Butler Snow attorney Matthew Reeves stated in a May 19 filing with the U.S. District Court in Birmingham that he made "a "serious error in judgment" in not following his firm's policy on use of AI tools in a case in which he was defending the state corrections commissioner.

Reeves told U.S. District Judge Anna Manasco of the Northern District of Alabama that he "knew generally" about ChatGPT before using it to search for "supporting case law for the proposition that discovery may proceed even during the pendency of other discovery issues" in a lawsuit alleging a state prison inmate was repeatedly attacked.

"My search immediately identified purportedly applicable citations for those points of law," Reeves wrote.

He said he "failed to verify" the information ChatGPT produced before he included it in two different motions, in part because he believed "general or boilerplate objections" would not be effective in the case.

"In my haste to finalize the motions and get them filed, I failed to verify the case citations returned by ChatGPT through independent review in Westlaw or PACER before including them in the motion for leave and motion to compel," he wrote.

Officials with Butler Snow did not immediately respond to a request for comment.

Verification Challenges

Ed Walters, chief strategy officer for legal research software company vLex, said the legal industry's use of generative AI products will continue to be problematic unless lawyers take the time to verify AI-produced information used in court documents.

"It's not a problem with AI generally—the verification problem existed before AI," he said.

He compared verification of AI-produced data to the same responsibility a lawyer has to verify information a paralegal, law clerk or associate produced.

"They're using a different tool now and the responsibility is the same," Walters said.

He also highlighted the availability "legal-specific tools that are designed to do this kind of AI research work" such as CoCounsel, Westlaw, Harvey and others.

"This is a 'right tool for the job' kind of exercise," he said. "You wouldn't ride a bicycle on the freeway."

Lambert predicted the "big players" among legal-specific AI platforms will make it easier for users in the future "so they'll be much more comfortable in using the right tool for the right projects."

He said firms like Jackson Walker are working to develop generative AI tools for lawyers for which "they can feel safe without having to download and read every case."

Companies that produce the most popular generative AI models have advertised their use for "everything" from creation of personal meditation techniques to medical and legal issues, Lambert said.

"Its intelligence is artificial," Lambert said. "Everything that it does needs to be verified, especially if you're a lawyer who has people depending on you for their liberty and property."

He noted French legal data scientist Damien Charlotin has compiled a list of almost 140 instances worldwide—including many in the U.S.—where briefs that used incorrect citations produced by generative AI were used.

"There's probably 10 times that many who've used ChatGPT and have gotten lucky—either gave them a good enough citation or they didn't get caught," he said.

Walters, who founded and operated legal publishing company Fastcase, said ChatGPT is not designed "to find answers to the question" but to "create statistically likely answers" based on the data used to train it.

"The training data doesn't involve doing research [and] it doesn't involve looking at cases or statutes," Walters said.

Need for Education

Ajunwa was an organizer of an event earlier this year in Atlanta that invited legal scholars from around the world to discuss how to govern the use of AI.

She agreed that lawyers generally should be familiar with the dangers of using tools like ChatGPT after they have been available for more than two years.

"Perhaps these are people thinking that they are taking a calculated risk," Ajunwa said. "That they are going to use AI in ways that are still going to be beneficial while knowing the risks that they carry.

"At this point, is it even appropriate to be using generative AI for certain work given its limitations?" she said. "There's a difference between using AI for a [college research] paper and then using [AI] for something you're going to file in court. There are higher professional conduct standards for when you're representing a client."

Lambert said he didn't believe the time constraints lawyers face in filing court documents is the only reason false citations are used.

He said some cases may include multiple law firms representing the same client or matter and "information may be drafted in one firm and passed off and inserted into another file by another firm."

"There's a certain trust that you have when you're working with local counsel that the information they're passing you has been verified and correct and if they're using the right tool for the right task," Lambert said.

"Everyone now will need to ask the stupid question of, 'Did you use ChatGPT to create this brief?' It's something that we're not used to asking other lawyers or other firms you're working with."

Walters said legal-specific AI tools have been in existence for a few years but "there are lots and lots of lawyers who are just using ChatGPT for the first time."

"It feels like it's a small minority but actually a majority of lawyers have not used AI tools yet," Walters said.

"These are not the pioneers [who] have already discovered AI—the people who are making these citations now are kind of the leading edge of tech-savvy lawyers," he said. "The kind of lawyers who are trailing behind them are likely to be even less sophisticated about what they're good for and what they're not good for."

Walters, an adjunct law professor at both the University of Chicago and Georgetown University, currently teaches a class titled "Generative AI in Practice" to help get law students up to speed with technological advances in the legal industry.

"The idea is that young lawyers will never practice again in a world that doesn't include these tools," he said.

He said, with some exceptions, law schools typically will produce thousands of graduates unaware of the need for using legal-specific AI research tools.

"The traditional law school education [and] the way we train legal departments and law firms doesn't include any education about how to use AI responsibly," Walters said. "We need a lot of that and we need it quickly."

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Williams

« Continued from page 1

firsthand how this firm expertly tackles the toughest cases and lives its values," he said. "I'm excited to join a team with an extraordinary depth of legal talent that doesn't shy away from hard fights—and delivers results that matter."

Williams served as U.S. attorney for the Southern District of New York between 2021 and 2024, when the office brought cases against FTX founder Sam Bankman-Fried, former US senator Bob Menendez and Archegos, Jenner noted in a release.

His departure is the latest political fall out at Paul Weiss as a result of the firm's deal with Trump.

Two weeks ago, four partners at Paul Weiss also confirmed their departures, including Karen Dunn, the co-chair of the firm's litigation department. Dunn left with Bill Isaacson, Jessica Phillips, and Jeannie Rhee. Several have ties to Democratic officials or have made donations to party officials. While Dunn supported the firm's decision to make a deal with Trump to rescind an executive order against the firm, sources said, the partners wanted to be able to sue the Trump administration "without limitations."

Shortly after their exit, litigation partner Kyle Smith left Paul Weiss at the end of May to also work at Dunn's new firm, named Dunn Isaacson Rhee.

Among other high-profile exits recently, litigator Jeh Johnson said he is planning to retire from Paul Weiss this summer and will serve as co-chair of Columbia University's board of trustees. Steven Banks, the pro bono practice leader at Paul Weiss and former commissioner of the New York City Department of Social Services, resigned to return to representing the Coalition for the Homeless with Legal Aid Society.

A Paul Weiss representative didn't immediately respond to a request for comment on Williams' exit.

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Outside Counsel

The Use of AI-Generated Avatars in Court

By **Dana E. Heitz**



AI's evidentiary role is not limited to its effect on evidence. Recently, an AI product has *become* the evidence.

In early May, the defendant in the case of *Arizona v. Horcasita* was convicted of manslaughter. At the sentencing, Chris Pelkey—killed by the defendant in a road rage incident—"appeared" by video at the sentencing, in the form of an AI-produced avatar. According to The New York Times, the avatar "gave" a victim impact statement, "telling" the defendant and the court that "I believe in forgiveness… I always have and I still do." The judge hearing the case (there was no jury) said that he "loved" the avatar and thanked the family for presenting the video. The defendant received the maximum penalty.

There is no indication that the avatar had the ability to process or analyze data in the sense of a "true AI"—it simply re-combined data inputs to create a representation of a person that was played back in court. The avatar's voice was based on a sample of the victim's from a YouTube video. Its image, presented in front of a neutral background, was based on photos of the victim which were artificially aged to reflect what he might have looked like if he'd lived. The avatar was produced and offered by the victim's sister, who also wrote the script for its statements and who described the video as "another tool to use to tell Chris's story."

Still, like AI itself, uses such as this will only proliferate. And court administrations worldwide are issuing guidance on interacting with AI in legal settings, but few, if any, resources currently deal specifically with an AI-generated avatar as a "witness." While each avatar will be presented under unique circumstances, there is no question that, if such technologies are used, they must be used responsibly.

Bias, Emotional Resonance, and Legality

Courts have discretion to permit a broad range of relevant victim impact evidence, *see Payne v. Tennessee*, 501 U.S. 808, 825 (1991), including hearsay. Victim impact evidence is "designed to show… each victim's 'uniqueness as an individual human being,'" *Payne* at 823—exactly the concern that the victim's sister, in wanting to present her brother's voice, expressed here.

> There is no blanket answer to the question of whether AI avatars will benefit a court. In exercising discretion over allowing these avatars, courts and other decision-makers should consider several specific issues.

Yet the use of such avatars presents the evergreen ethical concern of bias in AI.

The most obvious opportunity for bias here arises from the content of the avatar's speech. This, again, came from the victim's sister, who wrote the script and chose the message.

It does not appear that the court had any basis to doubt that this script was anything but a loving, accurate reflection of the victim's beliefs during his life. But regrettably, that will not always be so.

The same constellation of family members in another case might result in an avatar-delivered statement with beliefs that are falsely attributed to the victim, rather than the victim's own. Or in one that cynically manipulates both the image and the audience's emotions—instead of aging the victim by four years, it might place him in a wheelchair, claiming that he might have been paralyzed if he had survived.

These possibilities run the risk of attributing to an AI product an authority which is not only undeserved but also misleading. They reflect a property of AI as a whole (one which lawyers should always keep in mind): AI is not reliable for factual content. Its value lies in repackaging existing facts. In other words, the entire value of the AI-produced avatar is to increase the emotional appeal of a message.

Yet playing to the emotions of a jury or a court is the very kind of "argument" the law discourages. And the impact of visual evidence—of seeing a "person"—has a different emotional resonance from simply hearing testimony about a person's life and beliefs (Feigenson 2010).

Further, if courts require the statements of an AI avatar to be authenticated (as they should), then a family will necessarily have other means available to make the same argument. The question which the victim's sister wrestled with—"how can my brother be heard?"—is not new or unique to the AI era. It's as old as victim-impact statements themselves. And due process does not allow evidence which is "so unduly prejudicial that it renders the trial fundamentally unfair," *Payne,* 501 U.S. at 825. Even though the avatar in *Horcasitas* appears designed to accurately represent an actual person, it may be that AI avatars in general raise the specter of exactly this kind of "unfairness," as discussed below.

But whatever the outcome of the *legal* argument, it will not form the end of the *ethical* inquiry.

Other Ethical Challenges

While "transparency" in ethics and AI usually refers to the AI's functioning, it has equal application in the context of candor with the tribunal, as another

» Page 8

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IN BRIEF

« Continued from page 1

tomer service calls, allegedly collecting a trove of data that ASAPP can use for its own purposes.

"JetBlue consumers are told: 'this call may be recorded for training and quality assurance.' However, there is no disclosure that consumers' calls will also be shared with ASAPP, an unknown third party, for purposes unrelated to quality assurance and/or training," Milton alleged in a complaint filed Wednesday. "

An ASAPP representative declined to comment Friday.

Milton is represented by New York litigation boutiques Gucovschi Rozenshteyn and Bursor & Fisher. Counsel for Milton didn't immediately respond to Friday requests for comment. The case was filed in the federal court in Manhattan, where ASAPP's headquarters are located.

A California resident, Milton seeks to represent a class of people who are located in, or called JetBlue from, the state. California is a "two-party consent" state in which both parties to a conversation must consent to being recorded.

ASAPP maintains a partnership with JetBlue through which it listens in on customers' calls, transcribes them and runs them through its AI program. The program then provides recommendations to JetBlue customer service workers, according to the complaint, which is captioned *Milton v. ASAPP* and assigned case number 1:25-cv-04677.

ASAPP was not just JetBlue's "tape recorder" or tool, Milton argued. He claimed the company functioned as a third party that needed consent to record, as ASAPP allegedly maintains the ability to use conversation data to improve, operate and maintain its own products.

Milton argues that the alleged misconduct violated the Invasion of Privacy Act's anti-wiretapping provisions, which bans the unauthorized recording of any conversation, as well as the statute's eavesdropping provision, which bans the recording of confidential conversations in which participants have a reasonable expectation of privacy. He is seeking $5,000 in damages for each violation.

Although much of the complaint concerns JetBlue, Milton only named ASAPP as a defendant. JetBlue didn't respond to a Friday request for comment.

—Alyssa Aquino

M&A

« Continued from page 1

The DOJ filed a lawsuit Monday alleging the $1.5 billion proposed merger of network equipment manufacturers Keysight Technologies Inc. and Spirent Communications violates Section 7 of the Clayton Act. But the agency also proposed a divestiture remedy to address the anticompetitive allegations and allow the merger to move forward.

"Vigorous enforcement that avoids overdeterrence requires our commitment to transparency and procedural fairness," Rinner said. "If we succeed in restoring procedural fairness and vigor to merger review and enforcement, I hope we will also succeed in enjoining or mitigating harm where it occurs, without hampering the many transactions that benefit Americans."

Rinner's public comments follow the May 28 statement Federal Trade Commission Chair Andrew Ferguson issued blasting the "Biden FTC's hostile rhetoric against merger settlements" and praising the Trump FTC's negotiated divestiture remedy for approving a $35 billion merger of two software companies, Synopsys Inc. and Ansys Inc.

Both the DOJ and FTC under President Donald Trump have proposed structural remedies to settle and resolve anticompetitive M&A allegations, which generally did not occur under former President Joe Biden.

"I would characterize this as a shift," David Gringer, an antitrust litigation partner at Wilmer Cutler Pickering Hale and Dorr, said Thursday in an interview. "The last administration viewed its merger policy as one of deterrence of mergers, and this administration has a more narrow view that it is engaging in targeted law enforcement."

"We may see more mergers as a result," Gringer added. "What people really want is predictability, and I think this [targeted merger enforcement] would be a more predictable approach."

Former DOJ Antitrust Division economist Henry Kahwaty, managing director at the consulting firm BRG, agreed the shift in enforcement goals at the Justice Department and FTC could bolster corporate sentiments and bolster M&A deals over the next four years.

"The current FTC and DOJ view of structural remedies represents a shift in U.S. enforcement policy that brings antitrust enforcement in the U.S. back in line with accepted policy from earlier administrations—both Democratic and Republican," Kahwaty said Thursday via email. "This is a large shift from the Biden era, which viewed remedies with suspicion and preferred to litigate mergers rather than to negotiate or to agree to settlements built around divestitures."

"The FTC and DOJ's willingness to entertain structural remedies will be a factor that encourages more companies to consider M&A activity," Kahwaty added. "There are, however, various countervailing factors that may dampen merger activity, such as trade policy uncertainty and the potential for a recession."

Joey Seeber, CEO of the Dallas-based consulting company Level Legal, said both the FTC and DOJ under the second Trump administration are signaling an "appetite for structural remedies."

"It's very clear," Seeber said Wednesday in an interview. "It is clear the administration is indicating a preference for these remedies which have not been favored by the prior administration."

"Most corporations would prefer this approach, as it gives an opportunity to make a deal happen rather than a simple no and some type of injunction," Seeber added. "This is clearly a different approach."

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Letters Welcome

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Verdicts & Settlements

MOTOR VEHICLE

Potentially Record-Breaking Verdict Awarded for Woman Dragged by Bus

Verdict: $72,500,000

Aurora Beauchamp and Saul Beauchamp v. New York City Transit Authority, Metropolitan Transportation Authority, Manhattan and Bronx Surface Transportation Operating Authority and Eduard Khanimov, No. 159757/2017

Plaintiff Attorney(s): Edward T. Cooper; Torgan Cooper + Aaron; New York NY for Aurora Beauchamp,, Saul Beauchamp

Brendan Brown; Torgan Cooper + Aaron; New York NY for Aurora Beauchamp,, Saul Beauchamp

Defense Attorney(s): Antonia M. Sciretta; Sciretta & Venterina, LLP; Staten Island, NY for New York City Transit Authority, Metropolitan Transportation Authority, Manhattan and Bronx Surface Transportation Operating Authority, Eduard Khanimov

Facts: In 2017, Aurora Beauchamp, a native New Yorker who was living in Florida at the time, found out she had stage 4 uterine cancer and that she would undergo chemotherapy.

She wanted to personally break the news to her mother, who still lived in Manhattan, before she lost her hair.

On March 6, 2017, after picking up some groceries in the East Village to take to her mother's, Beauchamp was crossing E. Houston Street at Avenue D when a Metropolitan Transportation Authority bus struck her, dragged her approximately 20 feet then came to a stop on top of her legs.

Beauchamp's pelvis was crushed and the nerves to her leg were severed from the spinal cord leaving her with a paralyzed left leg.

But after seven years of painful recovery, continued rehabilitation and physical therapy—in which Beauchamp was not able to receive chemotherapy—as well as litigation against the MTA, some good fortune came to Beauchamp by way of a Manhattan jury.

After a trial held over three weeks, on Feb. 24, [2025,] the jury of five women and one man handed up a $72.5 million verdict against the MTA—which Beauchamp's attorneys from Torgan, Cooper & Aaron believe is the largest award ever given in a pedestrian knockdown case against the agency.

Past pain and suffering made up $25 million of the jury's verdict. It awarded $32 million for future pain and suffering, $8.5 million for future medical expenses and $7 million to Beauchamp's husband for loss of services.

Manhattan Supreme Court Justice Eric Schumacher denied the defendants' motion to set aside the verdict.

The MTA's Legal Department appeared for the defendants for most of the case and Antonia Sciretta of Sciretta & Venterina LLP represented the MTA at trial.

Name partner Ed Cooper said pandemic-era courthouse shutdowns were a major factor in the long life of the case. Meanwhile, Beauchamp's recovery was limited by recurring infections from the injuries to her legs, which required hospitalization for treatment.

At trial, jurors were shown video of Beauchamp being hit and dragged by the M14 bus, photographs of her wounds and video that her relatives recorded during the excruciating five months she spent in the hospital for rehabilitation.

Cooper said it appeared that jurors were taken aback by attempts by the defense to minimize Beauchamp's suffering and the difficulty of her recovery. In one example, Cooper said a defense expert testified that Beauchamp was able to go up and down stairs with minimal assistance.

As Beauchamp's team displayed in one video shown to the jury taken by a family member, she could indeed move on stairs—but not without the help of two rehab aides holding her from either side and Beauchamp screaming in pain with each step.

"They fought us the whole way. We were shocked that they were really attacking this woman," Cooper said. "I think [the jurors] were kind of appalled by the transit authority's disrespect for this woman."

MTA communications director Tom Minton said the agency "obviously" plans to appeal the verdict.

"This is another indication of how excessive awards in personal injury litigation impact funding that otherwise could be available to deliver transit service," Minton said.

Injury: Beauchamp's pelvis was crushed and the nerves to her left leg were severed from the spinal cord, leaving her with a paralyzed leg.

Beauchamp claimed she spent five excruciating months in the hospital while undergoing rehabilitation. She alleged that, in total, she had seven years of painful recovery, continued rehabilitation and physical therapy. She also alleged that during that time, she was unable to receive chemotherapy for her stage 4 uterine cancer, which was diagnosed shortly before the accident. Beauchamp claimed that her recovery was limited by recurring infections from the injuries to her legs, which required hospitalization for treatment.

Beauchamp sought recovery for her future medical costs and for past and future pain and suffering. Her husband sought recovery of damages for past and future loss of services.

Defense counsel disputed Beauchamp's alleged suffering and the difficulty of her recovery, arguing that Beauchamp's residual complaints were not as severe as she alleged.

A defense expert disputed Beauchamp's alleged limitations, testifying that Beauchamp was able to go up and down stairs with minimal assistance. However, plaintiffs' counsel presented a video to the jury showing that Beauchamp could only move on stairs with the help of two rehabilitation aides holding her from either side while Beauchamp screamed in pain with each step.

Result: The jury awarded the plaintiffs $72.5 million.

MEDICAL MALPRACTICE

Discharge From Hospital Was Premature, Plaintiffs Alleged

Verdict: $1,745,000

Scott Sadowski, as Administrator of the Goods, Chattels and Credits which were of the Estate of Larry S. Sadowski, deceased and on Behalf of his Distributees and Individually v. South Nassau Communities Hospital, Dante Micah Leven, D.O., Total Ortho Management Services, LLC. and Patricia Mompoint, P.A., No. 612997/2019

Court: Nassau Supreme, NY

Plaintiff Attorney(s): Clifford S. Argintar; Duffy & Duffy, PLLC; Uniondale NY for Estate of Larry S. Sadowski,, Scott Sadowski,, Brittany Sadowski,, Alexa Sadowski

Defense Attorney(s): Sean B. Maraynes; Dopf, P.C.; New York, NY for South Nassau Communities Hospital

James M. Furey Jr.; of counsel, Kelly, Rode and Kelly, LLP; Mineola, NY for Dante Leven D.O., Total Ortho Management Services LLC

Facts: On March 8, 2018, plaintiff's decedent Larry Sadowski, 56, a welder, underwent an elective anterior cervical discectomy and fusion surgery at C5-6, which was performed by an orthopedic spine surgeon, Dr. Dante Leven, at South Nassau Communities Hospital, in Oceanside. The surgery was completed at 10:10 a.m. Leven ordered that Sadowski be discharged from the hospital after eight hours of observation following the completion of the surgery. However, the hospital discharged Sadowski post-operatively after approximately three hours of observation.

A hospital nurse or physician assistant determined that Sadowski met all discharge criteria. As a result, Sadowski left the hospital for his house at around 1 p.m. with instructions not to drive a car, to call Leven that night regarding his medications, and to return to the hospital immediately if he had any complaints of difficulty swallowing or breathing.

Sadowski had no complaints until 7:11 p.m., when he texted his sister that he "hurt like hell." At 7:12 p.m., Sadowski had a telephone conversation with Leven. According to Leven's note, Sadowski complained of a sore throat, which is a common complaint after intubation. Sadowski also denied having any difficulties breathing or swallowing. So Leven advised Sadowski to return to the hospital immediately if those symptoms should occur.

Following the call with Leven, Sadowski texted several friends saying, "This is what happens when you swallow a hockey puck." There was no further communication with Leven.

Sadowski then drove himself to his daughter's high school basketball game. At 9:25 p.m., while walking to the bathroom at the game, Sadowski suddenly collapsed. Emergency medical services were called and Sadowski was taken to Nassau University Medical Center, in East Meadow.

The medical center's attending doctor noted that intubation was difficult due to swelling of the neck, and Sadowski was pronounced dead at approximately 10:25 p.m.

The decedent's son, Scott Sadowski, acting as the administrator of his father's estate, sued South Nassau Communities Hospital; Leven; Leven's medical group, Total Ortho Management Services LLC; and a physician assistant, Patricia Mompoint. The decedent's son alleged that Leven was negligent in the planning of ambulatory surgery given the patient's medical history of obesity and cardiac disease. He also alleged that the defendants were negligent for failing to have the decedent remain in the hospital overnight for observation.

Mompoint was ultimately let out of the case on a motion for summary judgment. The matter continued again the remaining defendants.

Plaintiffs' counsel contended that, based on the text messages sent to friends and family that night, Larry Sadowski likely complained of pain and swelling during his phone conversation with Leven on the night of the surgery, despite Leven's note to the contrary. Thus, counsel argued that Leven should have told Sadowski to return to the hospital immediately following their conversation.

Plaintiff's counsel noted the Nassau County medical examiner performed an autopsy, which listed Sadowski's cause of death as "arteriosclerotic" and hypertensive heart disease. The medical examiner also found no swelling of the neck or surrounding soft tissues upon examination of the body.

Plaintiffs' counsel argued that South Nassau Communities Hospital was negligent in discharging Sadowski from the hospital approximately three hours post-operatively given that Leven had ordered that a discharge should occur approximately eight hours post-operatively. Counsel speculated that if Sadowski had been kept in the hospital for eight hours, the swelling of his neck would have been observed, requiring him to stay in the hospital for further observation.

According to defense counsel, Sadowski met all discharge criteria by 1 p.m. The defense argued that even if Sadowski had been kept eight hours, Sadowski would not have exhibited any abnormalities.

Defense counsel noted that Leven spoke to Sadowski after the eight-hour discharge time and that Leven did not find any abnormalities nor advise him to return to the hospital.

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Perspective

Compliance Check: What You Need To Know About New York City's Paid Prenatal Leave Rules

BY ABIGAIL DOWNS

On June 2, the New York City Department of Consumer and Worker Protection (DCWP) published its final rule incorporating paid prenatal leave requirements into New York City's Earned Safe and Sick Time Act (ESSTA), commonly known as the Paid Safe and Sick Leave Law, to align with new paid prenatal leave requirements in Section 196-b of the New York Labor Law. The rules clarify what employers' compliance obligations are under ESSTA and the penalties and remedies that DCWP may order for violations of the paid prenatal leave requirements. Here are some key highlights:

- Eligible employees may use 20 hours of paid leave per year to receive health care during their pregnancy or related to their pregnancy, including fertility treatment and end of pregnancy care. Only the employee directly receiving health care services may use Paid Prenatal Leave, not family members.
- All covered employers, including employers who may provide 40 hours of unpaid safe/sick leave, must provide 20 paid hours of Paid Prenatal Leave. Employers must provide a separate bank of Paid Prenatal Leave that is in addition to employees' accrued safe/sick leave and any paid time off, such as vacation or personal days.
- Paid Prenatal Leave does not accrue, carry over, or follow a calendar year. Leave can be taken over any 52-week period. An eligible employee is entitled to up to 20 hours as soon as they begin using Paid Prenatal Leave.

An explainer on the New York City Department of Consumer and Worker Protection's newly promulgated rules.

- Covered employers must maintain and distribute written Paid Prenatal Leave policies that comply with ESSTA's rules, including but not limited to, rules concerning documentation, notice, and confirmation of use. Employers are prohibited from requesting that employees disclose the nature of the health care services or their medical condition as a prerequisite for using Paid Prenatal Leave.
- DCWP will conduct enforcement against employers who fail to provide Paid Prenatal Leave benefits to their employees in New York City in accordance with the law.
- Penalties start at $500 per violation and worker restitution may include any wages owed, interest, liquidated damages, and, for retaliation, back pay, reinstatement or front pay, and other appropriate relief.
- DCWP has published an updated Notice of Employee Rights, which covered employers must post in the workplace and provide to each employee in English and their primary language, if available on DCWP's website.

Since the Paid Safe and Sick Leave law went into effect in 2014, DCWP has received nearly 4,300 complaints about potential violations, closed 3,000 investigations, and secured nearly $32 million in restitution and civil penalties for over 73,000 workers.

DCWP strives to build a culture of compliance with the city's laws. For more information on Prenatal Paid Leave, visit our FAQ. Employers and employees may use DCWP Online Services to ask a question about this law. Workers with complaints about possible violations of the law should reach out to DCWP by calling 311 or visiting us at nyc.gov/Workers.

ABIGAIL DOWNS *is senior staff counsel in the Office of Labor Policy and Standards at the New York City Department of Consumer and Worker Protection (DCWP).*

Disciplinary Proceeding

Matter of Rachel M. Ostreich, an attorney and counselor-at-law

Motion No. 2024-05927

Appellate Division, Second Department

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

Decided: *June 4, 2025*

Catherine A. Sheridan, Hauppauge, NY (Rona I. Kugler of counsel), for petitioner.

Per curiam—On July 12, 2024, the Grievance Committee for the Tenth Judicial District served the respondent by personal delivery, with a notice of petition and a verified petition, both dated July 8, 2024, and duly filed those papers with this Court together with an affidavit of service. The petition contains two charges of professional misconduct alleging that the respondent failed to cooperate with the Grievance Committee's investigation of a complaint against her, thus engaging in conduct prejudicial to the administration of justice and that adversely reflects on her fitness as a lawyer, in violation of rule 8.4(d) and (h) of the Rules of Professional Conduct (22 NYCRR 1200.0).

The notice of petition directed the respondent to serve and file her answer to the verified petition within 20 days after service upon her of the verified petition. To date, the respondent has neither filed an answer to the verified petition as directed, nor requested additional time in which to do so.

The Grievance Committee now moves to deem the charges against the respondent established based upon her default and to impose such discipline upon her as this Court deems appropriate. Although the respondent acknowledged service of the motion papers upon her in writing on August 19, 2024, she has neither opposed the instant motion nor interposed any response thereto.

Accordingly, the Grievance Committee's motion to deem the charges against the respondent established based upon her default is granted, the charges in the verified petition dated July 8, 2024, are deemed established, and, effective immediately, the respondent is disbarred and her name is stricken from the roll of attorneys and counselors-at-law.

All concur.

Partner Pay

« Continued from page 1

compensation changes, Law.com reported last month.

Heightened competition is also one of the culprits forcing firms to shore up their operations in this manner, along with the economic uncertainty and generational tension, some industry observers say. "The really high-performing younger people are feeling like they're being taken advantage of by people who are no longer working very hard and don't necessarily have big books of business," said

Joseph Altonji, a co-founding principal of LawVision who advises firms on compensation.

Some of the most profitable law firms have grown the value of their shares and points dramatically over the last decade, including Kirkland & Ellis; Latham & Watkins; and Paul, Weiss, Rifkind, Wharton & Garrison.

A source familiar with Kirkland said partners are evaluated every two years for the number of shares they are allocated. The firm, however, doesn't increase or decrease the number of shares based on the firm's share value rise or how much money the partners would ultimately earn at the end of the day. Instead, partner shares are determined based on their performance over the two years and their performance relative to other partners, the source added.

'Rising With the Tide'

Some of the changes that were aimed at paying star partners over the last few years—expanding bonus pools, adding new levels or more point values in the firm—should also help correct for partners who are "coasting," sources say.

Although rainmakers understandably get much of the attention, plenty of partners in many firms may have close to $5 million in originations, for example, and around 1,700 hours in productivity. And those metrics are the same in 2025 as they were in 2015.

"But they're making much more, sometimes by a factor of many, simply because they're riding the increase in point value or the equivalent in point value, as the firm gets more profitable overall," noted Kent Zimmermann, law firm consultant at Zeughauser Group.

Indeed, there are really two ways partners increase their comp—more shares or share value going up. "There are people who have coasted up just based on increasing profitability" of the share value at their firm, agreed Michael Parrillo, recruiter and founder of Parrillo Search Group in New York. But as firms become more meritocratic, they're going to want to do more to curb that.

Parrillo said some firms cap the total cash compensation of partners, or they cut shares for partners, "so they are no longer rising with the tide."

Usually, the partners who are affected are those who are in support practices or not reaching the firm's expectations in terms of productivity, he added.

Zimmermann said another way firms can and are adjusting for this is "by emphasizing the profitability of the work that is originated and the hours that are billed." That means if someone is bringing in $5 million of work, and it costs $4.5 million to deliver that work because of staffing or other reasons, "that person should be compensated less than someone who brings in the same and it only costs $2 million," he noted.

He said his consultancy also advises firms to group partners into deciles based on things like hours, originations or other variables over a multi-year period. Assuming there's no compelling reason holding back their performance, the lowest deciles can be "marked to market" more quickly, because the firm is less concerned about losing those folks. He said very often, the 80-20 rule, in which roughly 80% of the value is created by 20% of people (or something approximating that), also applies to firms.

But, he and Stark, of Fairfax, emphasized that firms should be transparent and communicative about these kinds of processes to their partners. A failure to do so can deplete or destroy trust throughout the firm.

"Oftentimes, when partners are overcompensated relative to their contribution, avoiding a conversation about that and and then simply having them kind of make less over time has resulted in a greater amount of dissatisfaction from those individuals and and then ultimately has to those individuals starting to share their dissatisfaction with others," Stark said, adding that "leads to broader morale problems and perceptions of unfairness."

Economic uncertainty this year has arguably opened the door to more partner compensation changes. Zimmermann said earlier this year that there is a discussion at many firms about how to slow comp increases or reduce them for people who have "ridden the wave"—"especially given the possibility that this year might not be as good for many."

While 2025 is a more uncertain period than 2024, Parrillo said he hadn't heard of firms changing their budget (and cutting shares) in the middle of this current financial year. "People are still busy," he said, "but it's not going to be the boom year that they expected." He said if firms were to cut shares for partners, it typically would happen near the end of the financial year, usually around comp review time.

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Prenup

« Continued from page 3

York's status as a no-fault state) while noting that the viability of the wife's adultery claim would have "obvious financial ramifications" for the outcome of the divorce.

Despite the Agulnick court's suggestion, infidelity clauses present several downsides that undermine the advantages of prenuptial agreements. The agreements are meant to minimize costs and litigation in the event of divorce, but infidelity clauses can achieve the opposite outcome; they add unnecessary costs to the prenup process while introducing additional potential future expenses and questionable value, especially as doubt surrounds their enforcement. The question of proof arises when the clauses are drafted and again later when one party seeks enforcement. Initially, parties must consider what constitutes adultery: How is adultery defined? Does emotional infidelity qualify? Then, they must incorporate the answers into their prenuptial agreement.

After potential infidelity occurs years later, parties are faced with additional costs and litigation to prove that infidelity. Is a private investigator necessary? Photos? Parties who signed a prenuptial agreement in large part to avoid litigation may face the need to "prove" adultery to enforce their agreement.

In essence, even if recent New York court decisions suggest that infidelity clauses are not entirely unenforceable, their inclusion may be strategically unwise. The drawbacks of such clauses reduce the overall protection offered by prenuptial agreements.

SCOTUS

« Continued from page 2

That complication, brought to the court's attention by the plaintiffs and a group of federal court scholars, is that Labcorp only formally appealed an earlier class definition that had later been supplanted by the district court. Deepak Gupta of Gupta Wessler celebrated the ruling."

Labcorp attempted to use a procedurally flawed case to propose a sea change in the law," he said."The Supreme Court rightly saw through that strategy and dismissed the case," Gupta added. "This is a win for our clients.'

Gupta noted that the Supreme Court had DIGged earlier class action appeals from two other giant corporations this term: Facebook and Nvidia.

"Each time, a repeat-player corporate Supreme Court advocate asked the Court to reverse the Ninth Circuit and limit class actions," Gupta said. "And each time, the Court ultimately declined to do so."

Labcorp was represented at the court by Noel Francisco of Jones Day, who served as U.S. solicitor general during President Donald Trump's first term in office.

Catholic Charities Bureau v. Wisconsin Labor and Industry Review Commission

In this decision written by Justice Sonia Sotomayor, the Supreme Court said Wisconsin had engaged in "denominational discrimination" by refusing to grant a tax exemption to a Catholic charity on the grounds that it does not proselytize and serves people of all faiths."

This case involves that paradigmatic form of denominational discrimination," Sotomayor wrote in her unanimous ruling. "Put simply, petitioners could qualify for the exemption while providing their current charitable services if they engaged in proselytization or limited their services to fellow Catholics. Petitioners' Catholic faith, however, bars them from satisfying those criteria."Catholic Charities Bureau provides social services to poor and disabled individuals in the state, regardless of their faith. The nonprofit organization, controlled by the Roman Catholic Diocese of Superior, Wisconsin, does not require its employees to be priests, or even Catholic, and they do not proselytize to its served communities.

According to Catholic teachings, charity work cannot be used for proselytism.

But the nonprofit's decision not to engage in worship services, religious outreach or other religious educations formed the basis of the Wisconsin Supreme Court's decision not to exempt Catholic Charities from paying state unemployment taxes.

That was unconstitutional, Sotomayor said."Wisconsin's exemption, as interpreted by its Supreme Court, thus grants a denominational preference by explicitly differentiating between religions based on theological practices," she wrote.Read more here.

CC Devas (Mauritius) v. Antrix

As Justice Samuel Alito Jr. writes in his opinion for the unanimous court, this case has a "complex" history, but it poses a "straightforward" legal question about how plaintiffs can sue foreign countries in U.S. courts.

The answer, the court held, is that they need only show that a legal exception to the 1976 Foreign Sovereign Immunities Act applies, and that the foreign government has been properly served.

Crucially, the court said, plaintiffs need *not* make the additional showing that a country has had the "minimum contacts" with the United States in order to establish a court's personal jurisdiction over a defendant nation.

The court's ruling thus scuttles the Ninth Circuit's "minimum contacts" test as adding atextual, and unnecessary, requirements to the FSIA.

"The text and structure of the FSIA demonstrate that Congress did not require 'minimum contacts' over and above the contacts already required by the Act's enumerated exceptions to foreign sovereign immunity," Alito wrote.

The "most natural reading" of the Foreign Sovereign Immunities Act is that federal courts have "automatic" jurisdiction over foreign countries any time a plaintiff can show that one of the law's immunity exceptions apply, and that the country was properly served, Alito added.

The ruling is a victory for U.S. investors seeking to enforce a $1.3 billion judgment against an Indian state-owned entity over an Indian satellite deal gone awry.

BLOM Bank Sal v. Honickman

Justice Clarence Thomas wrote Thursday's unanimous decision confirming that there need be "extraordinary circumstances" for a federal court to vacate a final judgment, and that standard does not become "less demanding" when plaintiffs are seeking to amend their complaint.

The decision comes as a victory for an international bank that has been accused by families and victims of terrorist attacks of aiding and abetting Hamas. The victims originally lost in the district court, which ruled that they failed to adequately allege that BLOM bank had the "general awareness" of Hamas' terrorist activities necessary to sustain a claim for aiding and abetting. On appeal, the U.S. Court of Appeals for the Second Circuit said the district court had articulated too demanding a test, but nevertheless affirmed the dismissal of the case on the grounds that the plaintiffs failed to meet even a more lenient test for aiding-and-abetting allegations.

The plaintiffs then returned to the district court to vacate the final judgment under Rule 60(b)(6) of the Federal Rules of Civil Procedure, so that they could amend their complaint to tailor the allegations to the Second Circuit's newly announced test for aiding-and-abetting claims. The court refused to do so, citing the rule's requirement of "extraordinary circumstances" for providing a litigant with relief from a final judgment.

Once again, the Second Circuit said the district court was being too strict in its application of Rule 60(b)(6). And this time, the appeals court ruled in favor of the plaintiffs, holding that the district court should have considered Rule 60 in the context of the "liberal amendment policy of Rule 15(a), under which courts may "freely give leave" to amend their pleadings.

The Supreme Court's decision rejected the Second Circuit's holding that courts must read Rule 60's demanding standard for awarding relief from final judgments against a more liberal policy of allowing amendments. Instead, Thomas wrote, courts should only consider Rule 15's more liberal standard after having applied the rigorous "extraordinary circumstances" analysis that Rule 60 requires.

Thomas quoted an opinion from former Chief Justice William Rehnquist in which he said that, "This very strict interpretation of Rule 60(b) is essential if the finality of judgments is to be preserved."

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Expert Analysis

Document

« Continued from page 3

48 N.Y.2d 543, 423 N.Y.S.2d 893 (1979)).

Where a spouse has no ownership interest in a corporation or business owned by his parents or family, document discovery of the records of that corporation or business will be denied as irrelevant (*Galgano v. Galgano*, 287 A.D.2d 687, 732 N.Y.S.2d 75 (2 Dept. 2001)) even where the spouse is an employee. (*Wurtzel v. Wurtzel*, 227 A.D.2d 548, 642 N.Y.S.2d 967 (2 Dept. 1996)).

In *Jaffe v. Jaffe* (91 A.D.3d 551, 940 N.Y.S.2d 1 (1 Dept., 2012)), the husband served subpoenas on the business maintained by the wife's father. The wife, who moved to quash the subpoenas, acknowledged that before the marriage, she had minority interests in many of his entities and that during the marriage, she transferred those interests in those companies to a single holding company in exchange for a 25% interest in the holding company.

The Appellate Division limited the husband's discovery to records of the entities owned by the non-parties in which the wife had an interest, to enable him to determine whether her interests had a bearing on the distribution of the marital estate as well as support obligations.

It rejected his arguments that they were relevant to issues of maintenance and child support, appreciation to separate property, and "the probable future financial circumstances of each party."

The Current Rule—'Kapon v Koch ' and Palpably Improper

In *Kapon v Koch* (23 N.Y.3d 32, 988 N.Y.S.2d 559 (2014)), Koch, seeking disclosure in a California action, served subpoenas to take depositions on petitioners pursuant to CPLR 3119. Petitioners commenced a special proceeding to quash the subpoenas under CPLR 2304.

The petition also sought, among other relief, a protective order pursuant to CPLR 3103 staying the deposition and limiting the scope of the deposition questioning. Petitioners asserted, inter alia, that the subpoenas were defective because they failed to state with particularity the reasons why disclosure was sought.

Koch countered that petitioners possessed information that was relevant to the California action. The appeal was limited to the motion to quash as it related to the petitioners' respective deposition testimonies. The Court of Appeals held that the subpoenaing party must first sufficiently state the "circumstances or reasons" underlying the subpoena (either on the face of the subpoena itself or in a notice accompanying it).

The subpoenaing party must include that information in the notice in the first instance. The subpoenaing party's notice obligation was never intended by the legislature to shift the burden of proof on a motion to quash from a nonparty to the subpoenaing party, but was meant to apprise a stranger to the litigation of the "circumstances or reasons" why the requested disclosure was sought or required.

The notice must serve the function intended by the legislature. It must give "sufficient information to challenge the subpoenas on a motion to quash".

Kapon v Koch next held that the witness, who is moving to quash the subpoena under CPLR 2304, must establish either that the discovery sought is "utterly irrelevant" to the action or that the "futility of the process to uncover anything legitimate is inevitable or obvious."

Finally, it held that if the witness meets this burden, the subpoenaing party must then establish that the discovery sought is "material and necessary" to the prosecution or defense of an action, i.e., that it is relevant. So long as the disclosure sought is relevant to the prosecution or defense of an action, it must be provided by the nonparty.

Kapon v Koch does not prevent a non-party witness who is served with a discovery subpoena duces tecum from seeking a protective order under CPLR 3103. The case involved the subpoenaing party's deposition notice obligation to a nonparty under CPLR 3101(a) (4) and the witness's burden when moving to quash the subpoena.

Thus, in *Haron v Azoulay*, 132 A.D.3d 475, 19 N.Y.S.3d 12 (1st Dept.,2015), the Court, inter alia, properly granted motions by the non-party respondents to quash discovery requests served on the plaintiff's employer by the defendant husband where they were overly broad and improper. (Citing *Kapon v. Koch*, supra).

Non-party Doonan established that the defendant had already received all relevant documentation regarding the plaintiff's compensation and salary, including a neutral report on his earning capacity; and that the subpoena was tantamount to a fishing expedition based on the defendant's baseless speculation of the plaintiff's true worth to his employer; and that any memoranda or writings regarding the hiring of the plaintiff were "utterly irrelevant" and would not uncover any legitimate material.

In *Stepping Stones Associates, L.P. v Scialdone,* (148 A.D.3d 855, 50 N.Y.S.3d 76 (2d Dept., 2017)) the Appellate Division found, inter alia, that many of the 266 requests made in the defendants' demands for discovery were of an overbroad and burdensome nature, and were palpably improper.

It held that under these circumstances, the appropriate remedy is to vacate the entire demand rather than to prune it. The principle of full disclosure does not give a party the right to uncontrolled and unfettered disclosure.

'It is incumbent on the party seeking disclosure to demonstrate that the method of discovery sought will result in the disclosure of relevant evidence or is reasonably calculated to lead to the discovery of information bearing on the claims.

The Current Matrimonial Rule — "Palpably Improper"

In *Lombardi v Lombardi* (190 A.D.3d 964, 140 N.Y.S.3d 264 (2d Dept.,2021)), an action for a divorce, and a related action, inter alia, to set aside a prenuptial agreement were joined for trial. The Appellate Division explained the current rule. The defendant sought a protective order pursuant to CPLR 3103(a), striking the plaintiff's notice for discovery and inspection.

The Appellate Division observed that CPLR 3101(a) requires, in pertinent part, "full disclosure of all matter material and necessary in the prosecution or defense of an action." However, "[a] party is not entitled to unlimited, uncontrolled, unfettered disclosure." The Supreme Court may issue a protective order striking a notice for discovery and inspection that is "palpably improper".

A notice for discovery and inspection is palpably improper if it is overbroad, burdensome, fails to specify with reasonable particularity many of the documents demanded, or seeks irrelevant or confidential information. Where the discovery demand is overbroad, the appropriate remedy is to vacate the entire demand rather than to prune it.

It concluded, without specifying the contents of the notice, that the plaintiff's notice for discovery and inspection was palpably improper in that it was overbroad and burdensome, sought irrelevant or confidential information, and failed to specify with reasonable particularity many of the documents demanded.

In *Trafelet v Trafelet*, 150 A.D.3d 483, 56 N.Y.S.3d 10 (1 Dept., 2017) the Appellate Division affirmed an order that, inter alia, denied defendant husband's request for a protective order pursuant to CPLR 3103 with respect to the certain trusts, and granted the wife's cross motion to compel discovery to the extent of ordering the parties to agree on a discovery schedule.

The husband argued that trusts created early in the parties' marriage for the benefit of their children were, as a matter of law, nonmarital assets, given that neither party was a beneficiary. Although the wife was previously a discretionary beneficiary of the larger of the trusts as the husband's "wife," she relinquished beneficiary status upon divorce commencement per the terms of the trust.

The husband's motion sought to protect the trusts from equitable distribution and to place them beyond the reach of discovery. The trusts were initially funded by a transfer of 40% of the husband's business interests, i.e., marital property, and their assets appreciated during the marriage in step with the successful growth of the husband's businesses.

The trusts contained several provisions seemingly favorable to the husband, which the wife claimed she was previously unaware of, thus raising a question of fact as to the propriety of the initial transfer of marital property into the trusts.

While the husband was not a named beneficiary of the trusts, a clause allowed the "protector" of the larger trust to terminate the trust at any time and distribute all of its assets to the husband's then "wife" who was defined by the trust as whomever he is legally married to at the time.

A "substitution" clause permitted the husband to substitute property for trust assets, and the wife alleged that the husband regularly used the trusts' assets for his own use. The wife's expert forensic accountant opined, based on the limited trust documents available, that the husband and the trusts were not adhering to the 60%/40% split, creating a question of fact as to whether the husband may be disproportionately benefiting from their operation.

The Appellate Division held that under these particular circumstances, the motion court properly denied the husband's motion for summary judgment and directed discovery to proceed. It held that in a divorce action, "[b]road pretrial disclosures which enables both spouses to obtain necessary information regarding the value and nature of the marital assets is critical if the trial court is to properly distribute the marital assets.

In *Gross v. Hazan-Gross*, (201 A.D.3d 587, 158 N.Y.S.3d 557 (1st Dep't 2022)) the Appellate Division affirmed an order which granted the defendant wife's motion to compel the nonparty appellant (Langman) to produce documents responsive to a subpoena and to appear for examination before trial. It held that the motion court providently exercised its discretion in ordering Langman to comply with the subpoena.

Langman failed to show that the discovery sought by the defendant via the Subpoena was "utterly irrelevant" or that the "futility of the process to uncover anything legitimate is inevitable or obvious" (Citing *Kapon v. Koch*, 23 N.Y.3d 32, 988 N.Y.S.2d 559, 11 N.E.3d 709 (2014)). So long as the disclosure sought is relevant to the prosecution or defense of an action, it must be provided by the nonparty.

Reasonable Production Expenses

CPLR §3122(d) provides, in relevant part: "The reasonable production expenses of a non-party witness shall be defrayed by the party seeking discovery." There is little case law construing this provision in the context of a matrimonial action. Attorney's fees are not mentioned as "production expenses" in the statute.

In *L.F. v M.F.,* 78 Misc. 3d 810, 187 N.Y.S.3d 477 (Sup Ct, 2023), an action for a divorce, the Supreme Court construed this provision. It held that CPLR 3122(d) was not intended to include reimbursement of attorney fees within the context of a matrimonial action.

The court did not find that the statute expressly or implicitly authorized the reimbursement of attorney's fees for a non-party witness responding to a lawfully issued subpoena, within the context of a matrimonial action. It held that while "production costs" are specifically authorized, attorneys' fees are not.

Because there is no specific reference to attorney's fees in the statute, the court could not construe the statute to include reimbursement of attorney's fees within the context of a matrimonial action.

Conclusion

A witness who is served with a discovery subpoena that is "palpably improper" must move for a protective order under CPLR 3103. He may also move to quash the subpoena under CPLR 2308 on any ground that challenges the facial sufficiency of the subpoena, or the jurisdiction of the court to issue it, where the notice required by CPLR 3101(a) (4) is not provided or insufficient, or where the "material and necessary standard "of CPLR 3101 is not met by the proponent of the discovery.

A discovery notice is palpably improper if it is overbroad, burdensome, fails to specify with reasonable particularity many of the documents demanded, or seeks irrelevant or confidential information.

So long as the disclosure sought is relevant to the prosecution or defense of an action, it must be provided by the nonparty. Discovery will be denied where the subpoena is "utterly irrelevant" or the "futility of the process to uncover anything legitimate is inevitable or obvious" (Citing *Kapon v. Koch*, 23 N.Y.3d 32, 988 N.Y.S.2d 559, 11 N.E.3d 709 (2014)).

Drugs

« Continued from page 3

agency so far seems to be focusing on administrative tasks that can help scientific reviewers work more quickly, rather than replacing them.

"It sounds that what is being contemplated right now, what the agency has rolled out, is much more limited to administrative tasks, summarizing information, and that the AI won't be generating its own findings and conclusions," said Hogan Lovells' Conaty, who worked as a scientist before changing careers to law.

"So if that's the case, then I don't have any concerns. But I do have concerns if the plan is that the AI tool will be developed or evolved to generate scientific conclusions."

@ John Russell can be reached at jrussell@alm.com.

Calendar

TUESDAY, JUNE 10

NY State Bar
Proud to Connect 2025: LGBTQ+ Law Section Pride Mixer
https://nysba.org/events/proud-to-connect-2025-lgbtq-law-section-pride-mixer/
New York City

NYC Bar
Careers in Real Estate Law
6 p.m. - 8 p.m.
Registration Link: https://services.nycbar.org/EventDetail?EventKey=SS061025&mcode=NYLJ
Location: Zoom/42 West 44th Street, New York, NY 10036
Contact: Customer Relations Department, 212-382-6663 or customerrelations@nycbar.org

Practising Law Institute
Negotiating Real Estate Deals 2025
9 a.m. – 5 p.m.
www.pli.edu/programs/negotiating-real-estate-deals/
ESG 2025: What It Means for Boards, Management, and Counsel
9 a.m. – 5:15 p.m.
www.pli.edu/programs/esg-and-promoting-corporate-sustainability/

THURSDAY, JUNE 10 FRIDAY, JUNE 11

NYC Bar (CLE)
CLE Title: Latin American Summit
Time Day 1: 9 a.m. - 6 p.m.
Time Day 2: 9 a.m. - 6 p.m.
Both Days In-Person Registration Link: https://services.nycbar.org/EventDetail?EventKey=LAS061025B &mcode=NYLJ
Day 1 In-Person Registration Link: https://services.nycbar.org/EventDetail?EventKey=LAS061025&mcode=NYLJ
Day 2 In-Person Registration Link: https://services.nycbar.org/EventDetail?EventKey=LAS061125&mcode=NYLJ
42 West 44th Street, New York
Contact: Customer Relations Department, 212-382-6663 or customerrelations@nycbar.org

WEDNESDAY JUNE 11

NY State Bar (CLE)
Bridging the Gap: June 2025
https://nysba.org/events/bridging-the-gap-June-2025/
16 CLE credicts, Virtual

Practising Law Institute
Cybersecurity and Ethics for Civil Legal Services and Public Interest Attorneys 2025
2 p.m. – 4:15 p.m.
www.pli.edu/programs/cybersecurity-and-ethics-for-the-civil-legal-services-and-public-interest-attorney/
Ethics for the Negotiating Lawyer 2025
2:30 p.m. – 4:40 p.m.
www.pli.edu/programs/ethics-for-the-negotiating-lawyer/

THURSDAY, JUNE 12

NY State Bar
Creating Calm with Emotional Freedom Techniques
https://nysba.org/events/creating-calm-with-emotional-freedom-techniques-session-3/
Virtual

NYC Bar (CLE)
Tax Law Conference 2025
9:a.m. - 5 p.m., 7 CLE credits
In-Person Registration Link: https://services.nycbar.org/Institute/
42 West 44th Street, New York
Contact: Customer Relations Department, 212-382-6663 or customerrelations@nycbar.org
From Book Bans to ByteDance
6:15 - 7:30 p.m., 1.5 CLE credits
In-Person Registration Link: https://services.nycbar.org/EventDetail?EventKey=BAN061225&mcode=NYLJ
42 West 44th Street, New York
Contact: Customer Relations Department, 212-382-6663 or customerrelations@nycbar.org

NYC Bar (Non CLE)
Lunch with Justice Andrea Masley
12:30 p.m. - 2 p.m.
In-Person Registration Link: https://services.nycbar.org/EventDetail?EventKey=LIT062625&mcode=NYLJ
42 West 44th Street, New York
Contact: Customer Relations Department, 212-382-6663 or customerrelations@nycbar.org
LGBTQ+ Pride Reception & Arthur S. Leonard Award Ceremony
7:30 p.m. - 8:30 p.m.
In-Person Registration Link: https://services.nycbar.org/EventDetail?EventKey=LGBTQ61225&mcode=NYLJ
42 West 44th Street, New York
Contact: Customer Relations Department, 212-382-6663 or customerrelations@nycbar.org

FRIDAY, JUNE 13

NY State Bar
Mindful Moments Meditation Series
https://nysba.org/events/6-13-25-mindful-moments-meditation-series/
Virtual

NYC Bar
Senior Lawyers Chatroom
12 p.m. - 1 p.m.
Webinar Registration Link: https://services.nycbar.org/EventDetail?EventKey=SEN061325&mcode=NYLJ
Location: Zoom
Contact: Customer Relations Department, 212-382-6663 or customerrelations@nycbar.org

MONDAY, JUNE 16

NYC Bar (CLE)
Artificial Intelligence Institute
9 a.m. - 5 p.m., 6 CLE credits
In-Person Registration Link: https://services.nycbar.org/AIInstitute/
42 West 44th Street, New York
Contact: Customer Relations Department, 212-382-6663 or customerrelations@nycbar.org

NYC Bar (Non CLE)
Creating Pathways for the Next Generation of ADR Professionals
6 p.m. - 8:30 p.m.
In-Person Registration Link: https://services.nycbar.org/EventDetail?EventKey=ADR061625&mcode=NYLJ
42 West 44th Street, New York
Contact: Customer Relations Department, 212-382-6663 or customerrelations@nycbar.org

Practising Law Institute
Health Care Technology 2025
1:30 p.m. – 5 p.m.
www.pli.edu/programs/health-care-technology/

TUESDAY JUNE 17

NY State Bar (Non CLE)
Being LGBTQ+ in the Legal Profession
https://nysba.org/events/being-lgbtq-in-the-legal-profession/
Informational Program
Virtual

NY State Bar (CLE)
New Horizons in Health Law: Accessibility and AI Innovation
https://nysba.org/events/new-horizons-in-health-law-accessibility-and-ai-innovation/
2 CLE credits, New York City
Demystifying Form 709: How to Effectively Prepare and Review Gift Tax Returns
https://nysba.org/events/demystifying-form-709-how-to-effectively-prepare-and-review-gift-tax-returns/
1 CLE credit, Virtual

TUESDAY, JUNE 17 WEDNESDAY, JUNE 18

Practising Law Institute
Acquiring or Selling the Privately Held Company 2025
9 a.m. – 5 p.m. (Both Days)
www.pli.edu/programs/acquiring-or-selling-the-privately-held-company/

WEDNESDAY, JUNE 18

NY State Bar (Non CLE)
Burn Before Reading: State Book Banning Laws and Litigation
https://nysba.org/events/burn-before-reading-state-book-banning-laws-and-litigation/
Informational Program, Virtual

NYC Bar (CLE)
CLE Title: Ethical Challenges of Social Media in the Legal Profession
12 p.m. - 1 p.m.
CLE credits; New York: 1.0 Ethics; New Jersey: 1.1 Professional Responsibility; California: 1.0 Professional Responsibility; Pennsylvania: 1.0 Professional Responsibility; Connecticut: Available to Licensed Attorneys
Webinar Registration Link: https://services.nycbar.org/Members/Event_Display.aspx?WebsiteKey=f71e12f3-524e-4f8c-a5f7-0d16ce7b3314&EventKey=_WEB061825&mcode=NYLJ
Location: Zoom
Contact: Customer Relations Department, 212-382-6663 or customerrelations@nycbar.org

NYC Bar (Non CLE)
Summer Associates & Interns Annual Reception 2025
6:30 p.m. - 8:30 p.m.
In-Person Registration Link: https://services.nycbar.org/EventDetail?EventKey=SAR061825&mcode=NYLJ
42 West 44th Street, New York
Contact: Customer Relations Department, 212-382-6663 or customerrelations@nycbar.org

FRIDAY, JUNE 20

Practising Law Institute
Fundamentals of Trademark Law in the Global Marketplace 2025
9 a.m. – 4:30 p.m.
www.pli.edu/programs/fundamentals-of-trademark-law-in-the-global-marketplace/

MONDAY JUNE 23

NY State Bar (CLE)
Mission, Fiduciary Duty and Immigration Law: New Challenges for Nonprofits
https://nysba.org/events/mission-fiduciary-duty-and-immigration-law-new-challenges-for-nonprofits/
1 CLE credit,
Virtual
The Future of the Constitution
https://nysba.org/events/the-future-of-the-constitution/
1 CLE credit, Virtual

Practising Law Institute
International Arbitration 2025
9 p.m. – 5:30 p.m.
www.pli.edu/programs/international-arbitration/
The Future of Construction & Design 2025
1:30 p.m. – 5 p.m.
www.pli.edu/programs/the-future-of-construction--design/

TUESDAY JUNE 24

NY State Bar (CLE)
New York's New Virtual Court Appearance Platform - VCAP
https://nysba.org/events/new-yorks-new-virtual-court-appearance-platform-vcap/
1 CLE credit
Virtual

NY State Bar (Non CLE)
Path to the Bench: How to Become a Judge
https://nysba.org/events/path-to-the-bench-how-to-become-a-judge/
Informational Program,
Virtual

Practising Law Institute
Internal Investigations 2025
9 a.m. – 4:30 p.m.
www.pli.edu/programs/internal-investigations/

TUESDAY, JUNE 24 WEDNESDAY, JUNE 25

NY State Bar (Non CLE)
Beyond the Billable Hour: Planning Your Financial Future with Intention
https://nysba.org/events/beyond-the-billable-hour-planning-your-financial-future-with-intention/
Informational Program
Virtual

NY State Bar (Non CLE)
Taking Aim at Vertical Mergers- a Twin or King-Sized Problem?
https://nysba.org/events/taking-aim-at-vertical-mergers-a-twin-or-king-sized-problem/
Informational Program
Virtual

NYC Bar
Careers in Labor & Employment Law
6 p.m. - 8 p.m.
Registration Link: https://services.nycbar.org/EventDetail?EventKey=SS062525&mcode=NYLJ
Location: Zoom/42 West 44th Street, New York, NY 10036
Contact:
Customer Relations Department, 212-382-6663 or customerrelations@nycbar.org

WEDNESDAY, JUNE 25

Practising Law Institute
Ethics for In-House Corporate Counsel 2025
9 a.m. – 11:10 a.m.
www.pli.edu/programs/ethics-for-in-house-corporate-counsel/
Ethics in Discovery 2025
12 p.m. – 2:10 p.m.
www.pli.edu/programs/ethics-in-discovery/
Ethics Game Show 2025: A Review of Ethical Issues
3 p.m. – 5:10 p.m.
www.pli.edu/programs/the-ethics-game-show/

THURSDAY, JUNE 26

NY State Bar (Non CLE)
Creating Calm with Emotional Freedom Techniques
https://nysba.org/events/creating-calm-with-emotional-freedom-techniques-session-4/
Informational Program
Virtual

NYC Bar (Non CLE)
Small Firm Chats – Stay Connected with Your Peers and Us!
12 p.m. - 12:45 p.m.
Webinar Registration Link: https://services.nycbar.org/EventDetail?EventKey=SLFC062625&mcode=NYLJ
Location: Zoom
Contact:
Customer Relations Department, 212-382-6663 or customerrelations@nycbar.org

Outside Counsel / Verdicts & Settlements

Avatars

« Continued from page 4

recent case shows. On March 26, a self-represented litigant appeared in New York's First Department on his appeal in an employment case.

The litigant sought and received permission to present a pre-recorded video—but he did not mention that the video would be a recording of an AI-generated avatar presenting his case. The recording of the argument (*DeWald v. MassMutual Metro*) documents the Court's displeasure at this omission. The litigant, duly chagrined, later sent the Court a letter of apology. (His appeal was eventually denied on the merits.)

> Where one victim's family lacks the means to create an AI avatar while the next family presents something state-of-the-art and compelling, how do courts ensure that the perpetrators and victims in the two cases are treated fairly?

Further ethical concerns arise at a societal level, such as questions of equal access. Where similar cases arise with similar victims, and one victim's family lacks the means to create an AI avatar while the next family presents something state-of-the-art and compelling, how do courts ensure that the perpetrators and victims in the two cases are treated fairly?

Also at the societal level, courts must consider their role in normalizing AI. The threats posed by misinformation and deepfakes are no longer novel. It may behoove courts to serve as a check on credulity by modeling skepticism, or at least by confining to narrow conditions the circumstances under which AI-generated sources might be considered.

Autonomy

Further legal and ethical issues related to AI avatars arise from the interests of the "appearing" dead witnesses—those who are not only absent from court but who cannot represent themselves in any venue.

One person speaking on behalf of another compromises the latter's autonomy. In fact, this is what underlies the rules governing lawyer-client relationships.

But where an AI avatar purports to "speak" on behalf of a dead witness—or more precisely, where its creator holds it out as doing so—this may conflict with the autonomy of a person who, although no longer alive, once had an interest in being represented truthfully (see Sperling 2008). A distortion of the victim's beliefs, like that suggested above, would misrepresent the victim, infringing on self-determination and -presentation.

Here, two concepts provide useful analogies. One is the debate in the field of neuroethics around the right to personal identity. The scenario in which the AI avatar of a deceased (or otherwise unavailable) witness expresses beliefs inconsistent with the witness's actual beliefs presents the opposite of the sacrosanct freedom of thought. Instead, it presents an *imputation* of thought.

The second is ethical considerations related to the tort of false light. This tort does not provide an adequate remedy for mere misrepresentation of beliefs—it's not available in every state, it requires that the false light be "highly offensive" (Restat 2d of Torts, §652E), and it's complicated by the wrinkle that the right of privacy dies with the individual, *see Fasching v. Kallinger*, 510 A.2d 694, 701 (N.J. Super. Ct. App. Div. 1986). Yet even though "false light" is inapplicable and no "right to accurate representation" has been identified, the law is still *ethically* bound to truthful and accurate representations, which may be jeopardized through the unchecked use of AI.

Interests at Issue

Despite their ethical challenges, AI avatars may present the final opportunity for the dead person to have a "say" in a matter which had an effect no less profound than the end of their existence. In this context, it seems unfair to deprive a victim of that opportunity (nonprobative of the defendant's guilt though it may be).

Similarly, the victim's sister in *Horcasitas* had an interest in feeling reassured that she fully and faithfully presented her brother's beliefs. This may diminish the likelihood that an AI avatar would be used (or manipulated) for unethical motives.

Still, it's not only in relation to the interests of the individual decedent or other crime victims that the use of an avatar might arise. In a civil matter, the incentives are different. For example, in a wrongful death lawsuit, compensation will not go to the decedent, but rather to someone whose pecuniary interest might outweigh their interest in truthfully representing the decedent's perspective.

Limitations on the Use of AI Avatars in Court

There is no blanket answer to the question of whether AI avatars will benefit a court. In exercising discretion over allowing these avatars, courts and other decision-makers should consider several specific issues:

- **Authentication:** As with any other evidence, the "authenticity" of an AI-generated avatar must be investigated. Its source materials must be provided, including visual and audio data. Alterations (such as aging) should be discouraged, and disallowed completely where they deviate from fair and accurate representations of the decedent. The origin of the content of the avatar's statements must be disclosed. The procedures by which the AI was generated must be described, possibly accompanied by expert evidence stating that these procedures are consistent with accepted AI development practices.
- **Corroboration:** To minimize the risk that an avatar's "speech" misrepresents the decedent, its proponent must provide foundational material sufficient to demonstrate that the content of its statements is consistent with the decedent's actual views. In other words, AI evidence should not be the only evidence offered. Corroboration could come from, for example, witnesses describing beliefs they knew the decedent to hold or conduct during the decedent's life which was consistent with the views expressed.
- **Limited Use:** Just as AI has a limited place in legal practice, there may be a role for an AI avatar in court proceedings—for example, in summarizing information about a decedent derived from in-court testimony. In this way, it might be possible to present an image which is true to the decedent's person without unduly inflaming emotion. But this is different from allowing an avatar to be a vehicle for new evidence, and circumstances where an avatar could *credibly* present information not already available elsewhere are hard to envision. Courts should thus keep in mind that an avatar will never be the best evidence; its only value is emotional, and it should always be considered in light of its purpose.

This analysis will change and shift as technology develops, and the outcome in five years will probably differ from the outcome in 2025. But whether avatars become more promising over time, or more deserving of skepticism, sharp limitations should curtail their use in court today.

Verdicts

« Continued from page 5

Defense counsel argued that Sadowski had not followed his discharge orders when he drove to a basketball game nor did he return to the hospital despite his having been instructed multiple times to do so, immediately, if he had any difficulty swallowing or breathing.

Injury: Larry Sadowski died on at approximately 10:25 p.m. on March 8, 2018. He was survived by his son, Scott Sadowski, his adult daughter, Brittany Sadowski, and his teenage daughter, Alexa Sadowski.

The plaintiffs' sought recovery of wrongful death damages as well as damages for the loss of Larry Sadowski's parental guidance and financial support.

Result: The jury rendered a mixed verdict. It found that Leven departed from the standard of care by not instructing Larry Sadowski to return to the hospital following their telephone conversation, but that the departure was not a substantial factor in causing Larry Sadowski's death. It also found that Leven had not departed from the standard of care in planning the surgery as same-day. However, the jury found that South Nassau Communities Hospital departed from the standard of care and that this caused Larry Sadowski's death.

MOTOR VEHICLE

Phlebotomist Said She Could No Longer Work in Chosen Field

Verdict: $1,666,500;
Actual Award: $1,669,660

April Shipman v. NFI Transportation, National Freight, Inc. and Raka Zerezghi, No. 3805/2021

Court: Orange Supreme, NY

Plaintiff Attorney(s): Patrick S. Owen; Patrick S. Owen, PLLC; Middletown NY for April Shipman

Defense Attorney(s): Mitchell B. Levine; Fishman McIntyre Levine Samansky, P.C.; New York, NY for National Freight Inc., Raka Zerezghi, NFI Transportation

Christopher E. McIntyre; Fishman McIntyre Levine Samansky, P.C.; East Hanover, NJ for National Freight Inc., Raka Zerezghi, NFI Transportation

Kevin J. Donnelly; Fishman McIntyre Levine Samansky, P.C.; East Hanover, NJ for National Freight Inc., Raka Zerezghi, NFI Transportation

Facts: On July 25, 2020, plaintiff April Shipman, 45, a phlebotomist, was driving a car on Route 208, near the intersection with Neelytown Road in Montgomery. Raka Zerezghi was operating a tractor-trailer in front of Shipman's vehicle. The two vehicles stopped for a red light.

While the drivers were waiting for the light to turn green, Zerezghi suddenly backed into Shipman's vehicle. Shipman claimed neck, back and shoulder injuries.

Shipman sued Zerezghi. Shipman claimed Zerezghi was negligent in the operation of his vehicle. Shipman also sued the owners of the tractor-trailer, NFI Transportation and National Freight Inc., for vicarious liability.

Shipman moved for summary judgment on liability, and the motion was granted. The trial solely addressed damages.

Injury: Shipman did not report any injuries at the scene. She instead went home and took a nap. Shipman said she woke up in pain and then went to a hospital. She was discharged the same day.

Shipman claimed C5-6, C6-7, T7-8 and L5-S1 herniations. She also alleged numerous right shoulder injuries, including rotator cuff and labrum tears, subacromial bursitis, adhesive capsulitis and a biceps tendon tear.

Shipman initially underwent chiropractic care and physical therapy. Shipman additionally received epidural steroid and trigger point injections. In June 2021, she underwent arthroscopic shoulder surgery that included debridement, a complete synovectomy, a subacromial decompression, an acromioplasty, a subacromial bursectomy and a lysis of adhesions.

Shipman then had thoracic surgery in July 2022. The procedure included a discectomy, laminotomy, foraminotomy, resection and decompression.

Shipman initially tried to return to work after the accident. However, she experienced numbness while drawing blood from a patient in October 2022. She said she subsequently had to stop working as a phlebotomist. The following month, she underwent a cervical discectomy and arthroplasty.

At the time of trial, Shipman was working odd jobs. Her counsel presented a life-care plan that included lumbar surgery and a cervical fusion.

Shipman sought recovery of past and future medical expenses, past and future lost earnings and damages for her past and future pain and suffering.

Defense counsel argued that Shipman did not suffer a serious injury, as defined by the no-fault law, Insurance Law § 5102(d). The defense specifically claimed that the crash was a low-speed impact that caused minimal damage to Shipman's vehicle. The defense also noted that Shipman did not complain of any pain at the scene. The defense further maintained that Shipman only had degenerative and preexisting changes in her spine.

Result: The jury determined that the subject accident was a substantial factor in causing injury to Shipman. It also concluded that Shipman sustained a significant limitation of use of a body function or system, and a permanent consequential limitation of use of a body organ or member. However, the jury determined that Shipman did not sustain a permanent loss of use of a body organ, member, function or system.

The jury awarded Shipman $1,666,500. The court then awarded an additional $3,160.02 in costs, bringing Shipman's total recovery to $1,669,660.02.

Court Calendars

First Department

APPELLATE DIVISION

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

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

MONDAY, JUNE 9

9 A.M.

35436/19 Harris v. Jack Resnick & Sons

10 A.M.

650210/24 510 42nd Street v. Merchants Hospitality

11 A.M.

33332/18 Pulcino v. Tishman Construction

1 P.M.

158948/19 Gorman v. Myron Leo LLC

THURSDAY, JUNE 12

10:30 A.M.

365148/21 Panos v. Panos

MONDAY, JUNE 16

10 A.M.

159048/24 Hubert-Ross v. Lane

12 P.M.

816082/21 Torres v. SAD Associates

2 P.M.

155660/20 Louis v. Hudson 36

TUESDAY, JUNE 17

2 P.M.

152481/15 Weyrauch v. City of NY

WEDNESDAY, JUNE 18

10 A.M.

655057/23 Houlihan Lokey v. Charah Solutions
31833/19 Wray v. NYC Transit Authority

12 P.M.

656434/23 Olshan Frome LLP v. Triller Fight Club
150621/25 Pol v. Dy

2 P.M.

802031/22 Caraballo v. Century Star Fuel

FRIDAY, JUNE 20

10 A.M.

813946/21 Liu v. Consolidated Scaffolding Inc.

TUESDAY, JUNE 24

10 A.M.

952142/23 Bowman v. Cosby

1 P.M.

21323/19 Padilla v. Riverbay Corporation

WEDNESDAY, JUNE 25

10 A.M.

800456/21 Toure v. 88 Wall Street

12 P.M.

157620/22 Thompson Holcombe LLC v. Huteau

FRIDAY, JULY 11

9:30 A.M.

650756/24 Cowen & Company v. ReKTGlobal Holding

12:30 P.M.

655910/24 ACM Zoomcar v. Zoomcar Holdings

3:30 P.M.

850031/25 Santander Bank v. 558 West 151st Street

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, J.: 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 Waterman-Marshall: 355 (60 Centre)
11 Frank: 412 (60 Centre)
12 Stroth: 328 (80 Centre)
13 Silvera: 300 (60 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 Clynes: 136 (80 Centre)
23 Schumacher 304 (71 Thomas)
24 Katz: 325 (60 Centre)
25 Tingling: 1254 (111 Centre)
26 Perry, P.: 684 (111 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 Nock: 1166 (111 Centre)
39 Clynes: 307 (80 Centre)
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43 Reed: 222 (60 Centre)
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56 Kelly: 204 (71 Thomas)
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58 Cohen, D.: 305 (71 Thomas)
60 Crane: 248 (60 Centre)
61 Bannon: 232 (60 Centre)
59 James, D.: 331 (60 Centre)
62 Sweeting: 279 (80 Centre)

MFPKahn: 1127B (111 Centre)
MMSP-1: 1127B (111 Centre)
IDV Dawson: 1604 (100 Centre)

PART 40TR

JUDICIAL MEDIATION

On Rotating Schedule

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, JUNE 9

Submission

1 100549/25 Brown v. N.Y.C. Dept. of Health And Mental Hygiene
2 156585/20 Gabriel v. Siddeque
3 154944/25 Villar Fernandez v. NYC Et Al

TUESDAY, JUNE 10

Submission

1 100144/25 Cobbs v. NYCPD Corp. Counsel
2 100913/24 Wright v. Henry

Paperless Judge Part

MONDAY, JUNE 9

154670/23 501 Fifth Ave. Co. LLC v. Frawley
651563/25 50th St. Housing Dev. Fund Corp. v. Mr Glazier Group Inc
850639/23 Aareal Capital Corp. Et Al v. 462bdwy Land
153578/24 American Express Nat. Bank v. Goss
153462/24 American Express Nat. Bank v. Round
653873/24 American Transit Ins. Co. v. Douglas
653346/23 Arepiii Mvts v. El-Gamal
155710/25 Bailey v. Doe
654955/19 Bath & Body Works v. Miner Fleet Mgmt. Group
155726/25 Bialocerkiewicz v. NYC Dept. of Health And Mental Hygiene
155728/25 Bialocerkiewicz v. NYC Dept. of Health And Mental Hygiene
190005/25 Bowers v. Estee Lauder, Inc., Et Al
651073/22 Bradley Acquisition LLC Et Al v. Quest Builders Group, Inc.
655054/23 Brighthill Capital v. Abrams
151667/25 Brown v. The Rockefeller Univ. Hosp.
650336/25 Bsprt Jpm Loan v. Jakobowitch
150593/19 Burks v. Hrces D/b/a C & R
153142/20 Campos v. NYCHA
653150/24 Capybara Capital v. Psk Collective
154716/24 Cavalry Spv I v. Martinez
655578/24 Certain Underwriters At Lloyd's London Et Al v. Todaro Brothers Inc.
805217/24 Chakrabarti v. Weill Cornell Center For Reprod.ive Medicine Et Al
156152/24 Cheng v. Jia
159191/24 Cohen v. 458 Grand B'way. Owners Corp.
150707/25 Community Mutual Ins. Co. A/s/o Muhamet Liharevic v. Etgc Services Inc D/b/a Et General Const.
451261/25 Covington v. NYS Div. of Homes And Community Renewal Et Al
190155/23 Cross v. Charles B. Chrystal Co., Inc., Et Al
158366/20 Cuesta v. Inwood Heights, Inc.
160316/21 Cunha Campos v. Titanium Const. Services, Inc. Et Al
950287/20 Doe v. Archdiocese of NY
152500/23 Doe v. NY - Presbyterian Hosp. Et Al
654504/20 Fc Collections v. Union Theological Seminary
157800/23 Fernandez Capcha v. Zed Equities LLC
156946/22 Fine-Dropkin v. Fairway East 86th St. LLC Et Al
151781/25 Fogccs 218 West 147th St. v. The Tax Comm. of NYC Et Al
162133/24 Fournet v. Chadwick
150154/22 Garcia v. 44-45 B'way. Rlty. Co., LLC Et Al
153246/22 Gavilanes v. 919 Ground Lease LLC Et Al
656508/23 Gc Capital Group LLC Et Al v. Southwest Marine & General Ins. Co. Et Al
161803/19 Gonzalez v. NYC
155149/23 Granby's Funeral Service, Inc. v. Seneca Ins. Co., Inc. Et Al
805054/25 Hutchinson Radlein v. Saland
155557/25 in The Matter of The Application of Carlos Moreno v. NYC Et Al
653337/23 Jimenez v. South Beach Restaurant And Bar LLC Et Al
651959/23 Jose Alberto Rodriguez Chucuan, Inc. Et Al v. Combate Americas LLC
155100/24 Joy v. NYC Et Al
161985/23 Kalasia Rollins And Kalasia Rollins Individually v. NYC Et Al
150278/23 Knight v. East Pub Inc. Et Al
152329/23 Lending Assets LLC v. Gerbi Esq.
451880/24 Libertas Funding LLC v. Palace Restaurant Inc Et Al
650735/25 Liberty Mutual Ins. Co. Et Al v. Garabedian
151268/23 Lifson v. O'Connell
655880/24 Low Income Housing Corp. Et Al v. Pine Ridge Const. Mgt.
654944/24 Lu v. Chen
652252/25 Malter v. Carucci
805206/18 Maria K.Powell v. NYCH&HC
810052/11 Marie Hldgs., Inc. v. Biclyn Corp.
950088/20 McClendon v. NYC Et Al
651146/25 Mir Hanson Associates v. Four M Food Service of Atlantic Terminal
650876/21 NY Marine And General Ins. Co. Et Al v. Starr Indemnity & Liability Co. Et Al
152210/23 Nicholas v. Amc Entertainment Hldgs., Inc. D/b/a Amc Lincoln Square 13 Et Al
150205/20 Nida v. Leonard Powers, Inc.
652839/25 Nomberg v. Rosenbaum
657117/21 Nrs Flatiron LLC v. Newmark & Co. Real Estate Inc. Et Al
653089/17 NYCTL 1998-2 Trust v. Advent Sabbath Church
453305/21 Orlowski v. Wolchok
151119/25 Palisades Ins. Co. v. Accu Reference Medical Lab Et Al
159540/23 Palma-Castro v. Madison Plaza Apt. Corp. Et Al
451871/25 People of The State of NY By Letitia James v. Hawn Heating & Cooling LLC
159797/19 Poblocki v. Port Auth. of New
162748/15 Price v. Riverside Radio Dispatcher, Inc. Et Al
652275/25 Pyramid Consulting Group v. Rival Activewear, Inc.
159945/24 Renna v. Arlo Soho LLC Et Al
156050/22 Rodrigues v. Jp Morgan Chase Bank
652480/25 Rui v. One Clinton
150539/19 S v. West 128th St. L.P.
805143/19 Scavo Scopo v. Tehrani
850401/24 Sig Cre 2023 Venture LLC v. 4 St. Lukes Pl. Inc. Et Al
650905/25 Silverpeak Strategic Partners Lp Et Al v. Baker & McKenzie Llp Et Al
651267/24 Sotheby's Financial Services California, Inc. v. Bighawk Beverages
154170/23 Td Bank v. Ridgewood Distribution Corp Et Al
155218/24 Tejada v. Yang
158817/24 Tejada v. Taveras
659256/24 The Republic of Togo v. 40th Dev. LLC Et Al
156106/25 Toh v. NYS Div. of Human Rights
150829/23 Tolchinsky v. Castaneda
850001/23 U.S. Bank v. Buco
850139/24 United Hnl Capital LLC v. B'way. Spanish Baptist Church, Inc. Et Al
153222/17 Veloso v. Scaturro Brothers, Inc.
153448/25 Volman v. Tsirkin
452432/16 Weinhardt v. NYCTA
654457/24 Westmount Group LLC v. The Healing Co. Inc. Et Al
652351/25 Yes Pllc v. Ecoer Inc. Et Al
153677/25 Zappin v. Attorney Grievance Committee For The First Judicial Dept. Et Al
652072/25 Zurich Ins. Co. v. Guillermo

TUESDAY, JUNE 10

154325/25 1374 Third Ave., Inc. v. Ramirez
156542/25 140 Lex LLC v. Anb Rlty. Corp.
650739/25 1571-1573 Third Ave. LLC v. Taim Upper East LLC Et Al
651002/25 247 West 30th St. Associates LLC v. Juntikka
159700/21 3502 Partners LLC v. Metro. Transportation Auth. Et Al
850372/23 57th St. Vacation Owners Assoc., Inc., By And Through Its Board of Directors v. Ferguson
100320/24 Abello v. N.Y. Post
100320/24 Abello v. Nyp Hldgs., Inc. Et Al
654139/24 American Transit Ins. Co. v. Khaliskhan Abraham Et Al
152096/24 American Transit Ins. Co. v. Rutland Medical
157054/23 Arthur-Smith v. 118 Third Ave. LLC Et Al
153709/23 Baker v. Urban Outfitters, Inc.
805235/23 Bedoya v. Kim M.D.
150235/23 Berger v. Rock Rink
654826/22 Best Work Hldgs. (new York) LLC v. Ma
151807/23 Biziou v. The Howard Hughes Corp. Et Al
154821/25 Break Point Public Affairs Inc. Et Al v. Sun
451549/25 Bklyn. Defender Services v. Records Access Officer
159518/23 Bryson v. 501 1/2 East 83 St. LLC Et Al
650576/25 Buchman v. 117 East 72nd St. Corp. Et Al
159065/24 Center For Independence of The Disabled v. Metro. Transportation Auth. Et Al
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
652146/25 Chan v. The Creative Organization Et Al
151315/24 Chen v. Wilder
659349/24 Clark v. NYU Langone Health System
652482/24 Clear Blue Specialty Ins. Co. v. Madison Security Group, Inc. Et Al
155441/22 Colon v. Chesapeake Owners Corp. Et Al
654488/22 Cyberbit, Inc. v. Cloud Range Cyber
155753/20 Danlasky v. Con Ed Co. of NY Et Al
160537/21 De Leon Minaya v. Randi Mgt. Co. LLC Et Al
190001/25 Deljou Khademi v. Almay, Inc. Et Al
153343/25 Doe v. Simmons
161289/24 Easyship Inc. v. Zeng
152088/23 F. v. NYC Et Al
151333/24 Farmer v. Cab East LLC. Et Al
156193/25 First Funds v. Jpmorgan Chase Bank
156265/24 Fora Financial Warehouse v. Ez Star Corp. Et Al
190184/22 Foster Jr. v. Aerco Int'l, Inc. Et Al
650611/25 Frink-Hamlett Legal Solutions, Inc. v. Tellock
156254/20 Garcia v. Nunez
950335/20 Garcia v. Riverside Hawks A/k/a Riverside Et Al
154232/16 Gherardi v. Dolp 1133 Properties II LLC
850344/24 Golden Bridge R2 LLC v. Route 97 Rlty. LLC Et Al
150754/19 Greene v. Lendlease (us) Const.
154387/20 Gustavo Matute v. Defalco Const. Inc.
650540/25 Hanmi Bank v. Hsu & Associates Llp Et Al
155139/24 Hereford Ins. Co. v. Anoop
161626/23 Hereford Ins. Co. v. Martin
151967/25 Hertz Vehicles, LLC, And All of Its Affiliates And Subsidiaries, Including But Not Ltd. To The Hertz Corp., And Hertz Co. v. A2k NY Corp Et Al
653697/24 Hofstra Univ. Et Al v. United Educators
159450/18 House v. Slow Food LLC
155075/25 Icer of 129 Edgecombe LLC v. Tanya Faye
655565/24 Itria Ventures LLC v. The Fat Radish Three LLC Et Al
156554/18 Jewelers Mutual Ins. v. Forty Seventh Fifth Co.
160112/22 Jkar Enterprise LLC v. Mir Const. Group
850221/23 Jpmorgan Chase Bank v. Singh
850093/24 Jpmorgan Chase Bank v. Barkagan
161157/19 Kudelycz v. Jlj Enterprises, Inc.
805057/25 Lashley-Miller v. NYU Langone Hosps. Et Al
157622/19 Lemberg v. J.P. Morgan Chase & Co.
653184/24 Lettman's Delivery Services, Inc. v. Ford Motor Co.
190069/21 Lorras Jr. v. Air & Liquid Systems Corp.
654764/23 Maffeis Engineering Inc. v. Island Exterior Fabricators
156787/22 Marquez v. Animal Care And Control of NYC, Inc. D/b/a Animal Care Centers of NYC Et Al
161716/24 Metrospeedy Operations v. Nordstrom
151709/24 Minyo v. Prelvukaj
652161/25 Mount Sinai Hosps. Group, Inc. v. Affinity Health Plan, Inc. Et Al
651600/25 Park Ave. Condo LLC v. 41-45 Prop. Owner
450023/25 People of The State of NY v. Bettina Equities Mgt.
650756/25 Plrs Restoration D/b/a Paul Davis Restoration v. 61 West 62 Owners Corp. Et Al
652974/25 Protea Asset Mgt. v. Maizey
155809/21 Ramprashad v. 301-5 Seventh Ave. Corp. Et Al
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Insurance Law

Why Legal Finance Isn't the Villain Insurance Says It Is



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BY G. ANDREW LUNDBERG

Legal finance has quickly become a fixture of modern litigation—enhancing access to the courts in commercial legal disputes and allowing companies to exploit their legal assets by de-risking litigation.

The insurance industry is in the de-risking business too, but to hear insurers and their trade groups tell it, legal financiers are a prime source of economic woes, fueling "frivolous" and "abusive" lawsuits, "social inflation" and "nuclear verdicts"—public enemies of the civil justice system.

But does legal finance categorically belong on the insurance industry's "Most Wanted" list? A careful look at the stratified market for legal-risk capital and the largely non-overlapping spheres of liability in which financiers and insurers operate shows that, particularly in the arena of big-time commercial litigation (as distinct from consumer-level legal funding), the answer is clearly "no."

Although the interests of legal financiers and insurers can conceivably conflict at the margins of commercial disputes, the core businesses of the two groups are largely unrelated, leaving insurers largely unaffected by commercial legal finance.

The Real Story

When the actual use of legal finance solutions across the legal landscape is examined with care, rather than glossed over with generalized rhetoric, it's clear that the insurance industry's shotgun attack on "legal finance" in general mistakenly includes the commercial tier of the market. Insurers' broad critiques bundle commercial and consumer legal finance together as birds of a feather—mistakenly.

Although the interests of legal financiers and insurers can conceivably conflict at the margins of commercial disputes, the core businesses of the two groups are largely unrelated, leaving insurers largely unaffected by commercial legal finance.

The complex, high-dollar cases funded by commercial legal finance providers almost never involve the kinds of liabilities insurers cover. Commercial legal financiers aren't bankrolling car crashes or slip-and-falls; they are investing in disputes that insurers typically avoid altogether.

Although consumer-level and some mid-market legal finance products are largely accessed by individuals or commercial enterprises asserting tort or tort-like claims that are covered by various forms of third-party liability insurance—automobile/truck liability, commercial general liability, employment practices liability—the great majority of capital deployed by commercial legal financiers involves liabilities for which virtually no insurance market exists.

These include patent infringement claims, antitrust/unfair competition claims, commercial breach-of-contract claims, investment treaty claims, insurance coverage claims, and other sorts of (frequently high-dollar-value) claims, such as environmental pollution, that are routinely excluded from the coverage provided by standard commercial liability coverages.

In short, the cases insurers worry about most—from "abusive" small-time tort claims to so-called "nuclear verdicts" in catastrophic personal injury trials—are precisely the ones commercial legal financiers do not fund.

The Problem Of Perspective

Finally, insurers and others who issue broad critiques of the legal finance industry should realize that their world view is colored by the defense-side lenses they usually—but not always—wear.

The critique of legal finance leveled by big business and its insurers regularly goes out the window when companies that have been injured by counterparties, competitors, or wrongdoers of other stripes find that they need third-party capital to pursue or accelerate redress on their own behalf.

That class of businesses runs the gamut from small family firms on the brink of expiring to Fortune 500 companies allocating abundant but limited cash. Indeed, sometimes it includes insurers themselves.

History shows that legal finance doesn't seem so unfair and abusive when it holds a lifeline, or a key to unlocking frozen asset value, for productive economic actors.

For example, although "inflated" auto-accident claims against the trucking industry are a familiar cause for complaint about increasing liability awards, one transport business representative, recounting his years-long legal fight with industry cartels that dominated smaller competitors, wrote that "litigation funding . . . tips the scales back in favour of the smaller businesses, the consumers, the victims who do not have the resources to pursue justice any other way."

The award-winning docudrama "Mr. Bates vs The Post Office" tells the story of several hundred British subpostmasters (private contractors for the British public postal service) whose successful years-long quest for justice from the British government depended on litigation funding.

In fact, insurers themselves sometimes turn to legal finance to realize their financial goals.

A Shared Mission

At the end of the day, liability insurance and legal finance both exist to manage risk. The two economic institutions willing to assume the commercial legal risks that businesses face—legal finance and insurance—both contribute significant economic efficiencies to the marketplace, and in doing so, have a lot more in common than not, and a lot less actual conflict than the rhetoric recognizes.

Indeed, perhaps one day artificial (or even human) intelligence will entirely eradicate the differences between the two disciplines. Until then, the degree to which each complement, rather than conflict with, the other should be better appreciated and more graciously acknowledged.

G. ANDREW LUNDBERG *is a Managing Director and member of Burford Capital's Commitments Committee who helps evaluate, approve and finalize Burford's litigation finance investments.*

As Representations and Warranties Insurance Claims Evolve, So Must Policyholder Advocacy

BY CARRIE MAYLOR DICANIO

Over the past decade, representations and warranties insurance (RWI) has gained increasing popularity in the world of M&A. But, with the purchase of more RWI policies, have come more RWI claims.

Indeed, earlier this year, Euclid Transactional, a managing general agency specializing in transactional insurance, reported that it had paid over $1 billion in claims. This raises the question as to whether RWI claims will continue to be paid at the rates which policyholders have come to expect.

It is therefore increasingly important for policyholders to be sharply attuned to issues that may arise during the investigation of an RWI claim, which can be unique among insurance claims in terms of size, scope, and complexity.

To that end, this article will provide practical guidance to policyholders for navigating the RWI claim process. It will address (1) best practices for presentation of the claim notice, (2) how to address complex claims, including how the use of experts to support your claim, (3) the preservation of potential claims against sellers, (4) how to position the claim for an efficient resolution at the maximum amount, and (5) what options exist for dispute resolution when disagreements are unable to be resolved.

Tip 1: Carefully review Your policy, the transaction Agreement, and potential Loss calculations before You submit your claim Notice.

RWI policies are bespoke insurance contracts. Accordingly, when a potential claim arises, the policyholder should read the transaction agreement and the RWI policy carefully, in particular, taking note of all relevant representations and warranties, indemnification provisions, policy notice requirements, definitions, coverages, and exclusions, among other things.

The policyholder should note, for example, whether the representation at issue contains a materiality requirement (such that only material misstatements will be subject to indemnification), whether the policy contains a materiality scrape (which could mitigate any materiality requirement in the transaction agreement), and if so, whether the materiality scrape impacts which representations have been breached for purposes of coverage.

If there are inconsistencies between policy language that is favorable to the policyholder and the transaction agreement itself, the policy language should be controlled.

The policyholder also should carefully examine which representations have been breached and how loss should be calculated in connec-

» Page 10

CARRIE MAYLOR DICANIO *is the managing shareholder of Anderson Kill's Denver office and a shareholder in the firm's New York office. Carrie's insurance recovery practice focuses on complex financial matters and especially in claims involving representations and warranties insurance, directors and officers insurance, and crime insurance.*



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From Courtroom to Camera: A Lawyer's Guide To Creating Effective Social Media Videos

BY KERRY BARRETT

After fifteen years of building a successful family law practice through word-of-mouth referrals, a small firm owner faced a new challenge. His younger associates showed him how other attorneys were attracting clients through social media video content.

But his first attempt at recording a 60-second Instagram video explaining prenuptial agreements - a topic he discussed with clients daily - left him frustrated.

"In consultations, I could explain complex legal concepts naturally. But trying to condense my knowledge into a short social media video felt impossible. I either included too much information or sounded overly simplistic.

Plus, seeing myself on camera was uncomfortable - I looked stiff and formal, nothing like the attorneys gaining traction on social media."

This scenario plays out in law firms across the country. As potential clients increasingly turn to TikTok, Instagram Reels, and LinkedIn video for legal information, many attorneys face an unexpected challenge: how to translate their expertise into engaging social media video content while maintaining professional standards.

The Social Media Shift

The reality is that potential clients now often discover and evaluate attorneys through social media videos before making initial contact.

While traditional referrals remain valuable, social media video has become a crucial tool for client acquisition, with lawyers successfully attracting new clients through their social media presence.

The legal marketing landscape has evolved significantly in recent years. Potential clients increasingly seek to learn about legal topics through short, digestible videos before deciding to reach out.

This shift suggests attorneys may benefit from developing new skills in creating informative yet engaging social media content while maintaining professional standards and ethical compliance.

Some attorneys have noticed potential clients arriving more informed about basic legal concepts through social media content, indicating a shift in how people research legal services and information.

Several aspects of legal training that make attorneys effective in traditional settings might present challenges when creating social media videos.

Why Lawyers May Find Social Media Video Challenging

Several aspects of legal training that make attorneys effective in traditional settings might present challenges when creating social media videos.

Legal education emphasizes comprehensive explanation and careful qualification of statements - approaches that may not align well with brief video formats. Traditional formal presentation styles might feel out of place on social platforms, and the profession's focus on precision could make it difficult to present simplified versions of complex topics.

Potential challenges might include:

- Balancing simplification with accuracy
- Adapting formal communication styles to social media
- Managing time constraints for complex topics
- Finding the right balance between education and engagement
- Maintaining professional standards while being approachable

Practical Solutions for Better Social Media Videos

Consider these approaches for creating effective social media content. The "one

» Page 11

KERRY BARRETT *is an Emmy Award-winning former television news anchor turned on-camera and video coach for attorneys. She specializes in helping legal professionals build authentic video presence across digital platforms. Drawing from two decades of on-camera experience, she coaches attorneys to transform their expertise into engaging video content that attracts and converts ideal clients.*

Inside

10 **Lessons New Yorkers Can Learn From the Recent California Wildfires**
BY CHRISTOPHER C. LOEBER AND RYAN IGLESIAS

11 **Navigating NY's Insurance Coverage Landscape As Sexual Abuse Litigation Mounts**
BY FREDERIC J. GIORDANO AND ALEXANDRA DIFUSCO

INSURANCE LAW: Jade Lopez, Sections Editor | Agnieszka Czuj, Design



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Lessons New Yorkers Can Learn From the Recent California Wildfires

BY CHRISTOPHER C. LOEBER AND RYAN IGLESIAS

Barely a week after the '25 Ball dropped in Times Square, the worst wildfires in history ripped through Southern California. The fires raged for twenty-four days, leaving an unprecedented trail of death and destruction. All told, just under 13,000 households were displaced, with entire communities reduced to rubble.

As the smoke cleared over Los Angeles County, a second catastrophe emerged – less visible, more insidious. Thousands of homeowners who thought they had purchased comprehensive insurance coverage discovered that, in actuality, they were woefully underinsured.

The New York area is not immune from wildfires. Indeed, as recently as March of this year, over 600 acres burned in Suffolk County, Long Island. Just weeks later, the Jones Road Fire in Ocean County, New Jersey, scorched over 15,000 acres, evacuated thousands, and closed major corridors.

Despite these recent, "close to home" examples, many believe that wildfires remain largely a Western problem. And, although that might provide some cold comfort, the truth is that our climate no longer observes geographical etiquette – and Mother Nature can express her wrath in any number of ways.

So, while it may be accurate that East Coast homeowners face less of a wildfire risk than their West Coast counterparts, many New Yorkers do share one very unfortunate trait with their California cousins: They, too, have failed to properly insure their homes and contents against the threat of natural disasters.

Comprehensive insurance coverage remains the best hedge against catastrophic loss – no matter what form that loss takes. In view of this simple fact, the California wildfires can and should serve as a wake-up call for New York area policyholders.

Now is the time for homeowners to carefully review and truly understand their insurance policies.

With that goal in mind, the following offers a high-level overview of the property coverage provided by standard homeowner policies, and outlines certain tips for improving the same.

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The Fine Print Matters

The wildfires that swept through California in early 2025 forced people out of their homes and into the unfamiliar world of insurance policy interpretation. Having previously (and, perhaps, understandably) assumed that all policies are created equal, many homeowners had never taken the time to read their insurance contracts.

They simply purchased whatever their insurance broker suggested, and promptly filed it away. Not until after experiencing catastrophic loss did they actually retrieve and review their policies – and only then did they realize that their coverage was far from comprehensive.

Understanding The Essentials

Basic Categories of Coverage

A standard homeowner insurance policy is built around four key coverages. They are: Dwelling (the home itself); Other Permanent Structures (detached garages, sheds, pools, patios, etc.); Personal Property (belongings stored within the home); and Additional Living Expenses (costs incurred when some or all of a home is rendered uninhabitable).

Most policies also offer additional categories of coverage which respond in the face of particularly significant losses. Such (self-explanatory) extras can include insurance for Debris Removal, Land Stabilization/Excavation, Building Code Upgrades, and Landscaping – just to name a few.

Actual Cash Value Versus Replacement Cost

With the foregoing in mind, a homeowner's first insurance-related task is to identify the types of coverage necessary to fully protect the home/contents in question. Once that decision is made, the point of focus should turn to the basis upon which the coverage is written. And that comes down to two options: Actual Cash Value (ACV) or Replacement Cost (RC).

Insuring on an ACV basis means that – in the event of a loss – the homeowner will recoup only the fair market value of the damaged or destroyed property (immediately prior to the loss), minus depreciation. Replacement Cost, on the other hand, insures the home and its contents based upon the true cost, in a post-loss world, of replicating exactly what you had.

As between the two, and not surprisingly, premiums for ACV coverage can be significantly less expensive. But, particularly following a catastrophic loss, RC coverage can be a lifesaver – the ultimate benefit of which far outweighs the additional upfront cost.

Agreed Value Coverages

If step one is selecting the correct "buckets" of coverage, and step two is choosing the right basis for coverage, then step three is understanding the more subtle provisions that can drastically reduce your post-loss recovery.

The insurance industry thrives on the ability to underwrite as many specific risks as possible. Consequently, when stand-alone insurance is available for a certain type of loss, coverage for that loss is either severely limited in, or entirely excluded from, general policies that might otherwise respond.

> Most policies also offer additional categories of coverage which respond in the face of particularly significant losses.

When it comes to homeowner policies, stand-alone coverage is always available for high-end personal property. Jewelry, fine arts, firearms, and wine are just a sampling of the types of property that can be individually insured.

And, because those items usually represent a home's most expensive contents, a typical homeowner policy will subject them to extremely low "sub" or "aggregate" limits of coverage.

From an economic standpoint, these sub or aggregate limits can be devastating. Imagine purchasing a homeowner policy that includes a $2M personal property limit – only to learn, after suffering a total loss, that your entire jewelry collection was insured for the sum total of $5,000.

This is not hyperbole. It is a real life example of a very common problem. And it underscores the importance of knowing the difference between the coverage you need and the coverage you have.

Coverage "Kickers"

One final item that merits inclusion in this high-level overview is the concept of coverage enhancements. Commonly referred to as "kickers," these are specific endorsements which exponentially increase base level policy limits in the face of a total loss.

Two of the most common kickers are: Extended Replacement Cost (ERC); and Inflation Guard. Each is briefly addressed below.

In the aftermath of a large-scale disaster, labor and material costs rise precipitously. ERC endorsements seek to mitigate that situation.

Property coverage is almost always capped at the policy's pre-set limits. Even policies that are written on a Replacement Cost basis will only reimburse the cost of replacement up to the stated dwelling limit, leaving homeowners on the hook for any overages.

Extended Replacement Cost Endorsements are specifically designed to address this problem. They do so by adding an additional layer of coverage which can range anywhere from 20% to 100% (or even more) over and above the stated Dwelling limit.

When correctly evaluated and secured, this extra coverage can prevent a homeowner from having to go "out of pocket" following a catastrophic loss.

Like ERC, Inflation Guard Endorsements are designed to adjust baseline coverages to market conditions. Often referred to as a CPI (Consumer Price Index) kicker, these endorsements ensure that policy limits keep pace with inflation.

What To Do

Homeowner insurance policies are complex legal contracts. And – particularly in view of the fact that one's home and its contents are among the most substantial of assets – best practices dictate enlisting insurance counsel to assist in reviewing, understanding and securing the most comprehensive coverage possible.

Yet, even before taking that step, there are a number of things that homeowners can and should do. Here are a few of the most common:

- Carefully assess your home's current value – because inaccurate valuations at the policy placement and/or renewal stage can negatively impact subsequent insurance claims.
- Evaluate your home's contents, with a specific eye toward those categories of high-end personal property that may require stand-alone coverage.
- Understand how much it would cost to secure temporary living quarters "of like kind and quality" in the event your home becomes uninhabitable – as that analysis will inform the amount of ALE Coverage you will require.
- Do not assume your current insurance offers the best terms – shop around to determine whether better options exist.

Final Thoughts

The recent California wildfires did more than destroy homes. They also exposed a fundamental flaw in basic asset protection. Most homeowners simply do not review and understand their insurance policies. As a result, they are completely unprepared to financially weather a catastrophic loss.

For policyholders in the New York area – where the risk of natural disasters is growing by the day – this lesson is not hypothetical. It is a clear warning that must be heeded.

Now is the time for all homeowners to review, understand, and enhance the coverage they maintain on their most valuable assets. Because, after a disaster strikes, there is no way to insure against it.

Policyholder

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tion with each breach. Does the breach result in a one-time loss or should loss be calculated "at the multiple" because the breach has permanently impaired the value of the target company?

Many years ago, insurance companies often incorrectly asserted that a policy's exclusion for "multiplied damages" barred policyholders from calculating loss arising from a breach as a multiple of the target company's EBITDA (Earnings Before Interest, Taxes, Depreciation, and Amortization).

Although this argument is now infrequently raised, insurance companies have devised other arguments in an attempt to limit the policyholder's recovery.

For example, the insurance company may try to reduce the amount of loss claimed by arguing that the policyholder is limited to asserting there is a breach of just one representation, which more specifically addresses the misstatement at hand, even though the circumstances also implicate other representations in the transaction agreement.

While this argument should be rejected as an artificial limitation to coverage, it nonetheless further demonstrates the importance of carefully considering which representations have been breached and how loss should be calculated in connection with each breach prior to submitting the claim notice.

Tip 2: For Complex Claims, Engage Experts Early.

RWI policies cover two types of claims: third party and first party. Third party claims typically involve coverage for claims asserted by a third party against the policyholder or another insured, which implicate a breach of a representation or warranty. Because third party claims often involve coverage for defense costs and a settlement or judgment, the calculation of loss is relatively straightforward.

By contrast, the calculation of loss for first party claims is typically more complicated. These claims often involve the application of Generally Accepted Accounting Principles (GAAP) and other accounting concepts with which the average policyholder may not be familiar.

Without a doubt, the insurance company will hire a forensic accountant to evaluate the claim and the accountant is likely to take a more conservative view of how much loss is caused by a breach than the policyholder.

The policyholder should have its own forensic accountant to present the claim to the insurance company, address the insurance company's information requests (which can be extensive), and position the claim for resolution at the maximum reasonable amount.

Further, it may not be necessary for the policyholder to bear the cost of engaging a forensic accountant and counsel to investigate a breach, as many RWI policies provide coverage for such costs, which will at minimum serve to erode the policy retention.

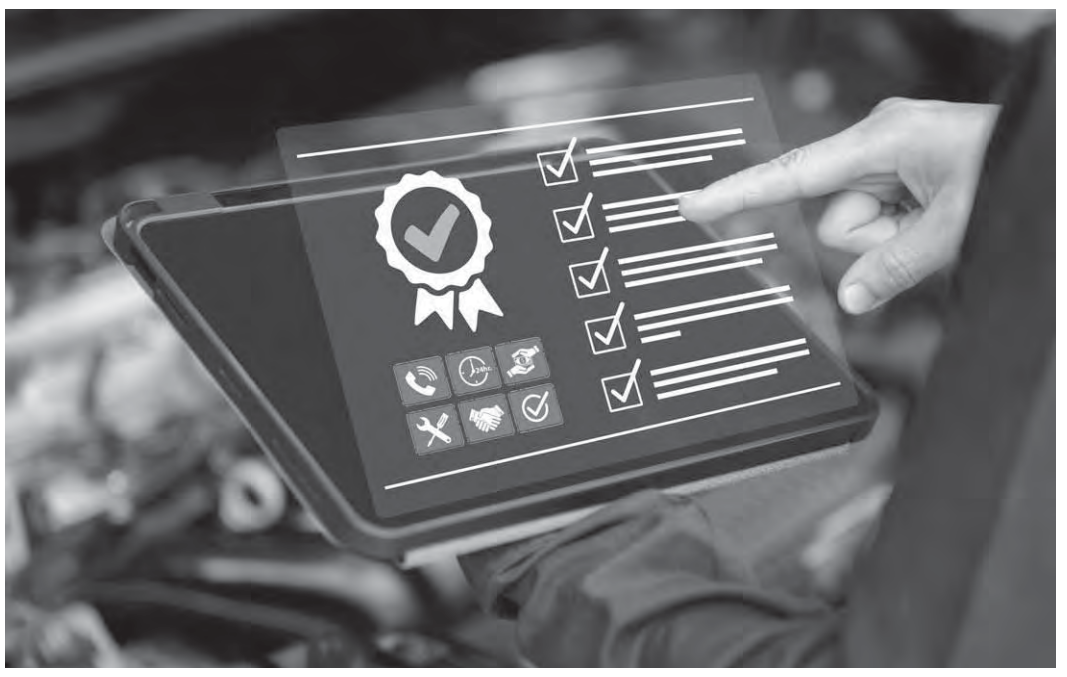
However, prior to engaging a forensic accountant or counsel for such purpose, the policyholder should provide written notice to the insurance company, obtain consent to incur such costs (or assurance that the insurance company will not raise lack of consent as a defense to coverage), and obtain the insurance company's agreement in writing that such costs are covered.

Tip 3: Preserve all potential Claims against sellers.

RWI policies typically prohibit the insurance company from subrogating against the sellers after paying a claim, unless the sellers potentially have committed fraud. Traditionally, insurance companies have been less likely to pursue fraud claims against sellers because fraud is rare, and when fraud exists it is difficult to prove.

Nonetheless, the cooperation provisions found in RWI policies require policyholders to preserve claims against the sellers and cooperate with the insurance companies in the event the insurance company pays the claim and seeks to subrogate against sellers.

Policyholders should note, however, that many if not most jurisdictions prohibit an insurance company from denying coverage based on lack of cooperation unless the insurance company has been prejudiced thereby.



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The tide recently has shifted with respect to insurance companies' desire to pursue claims against sellers. In their 2024 Claims Briefing, Liberty Mutual reported that it is "increasingly looking at subrogation opportunities following payouts" because it is seeing more claims where fraud is potentially an issue (p. 26).

According to Liberty Mutual, the increase "could be because the combination of a tougher trading environment and lower valuations has placed increased pressure on sellers and management, providing them with a greater incentive to cross the line" particularly with respect to accounting-related issues.

Thus, as Liberty Mutual puts it, "it is vital that an insured is mindful of an insurer's potential right of subrogation, especially if fraud is suspected, and takes steps to protect the same prior to payment being made and, more generally, does not do anything that might cut across it, e.g., by concluding a settlement with the seller on a 'full and final' basis, with no carve-out for fraud."

While this advice clearly benefits the insurance company, it is often also in the policyholder's interest to preserve claims against sellers because, if the loss exceeds policy limits, the policyholder may wish to try to recover unpaid amounts from the sellers if permitted in the transaction agreement.

> Policyholders should note, however, that many if not most jurisdictions prohibit an insurance company from denying coverage based on lack of cooperation unless the insurance company has been prejudiced thereby.

Further, in the event the policyholder pursues fraud claims against the sellers in which the insurance company potentially has an interest, the policyholder should seek funding from the insurance company to pursue the litigation.

Tip 4: Position the claim for An efficient resolution at the Maximum amount.

Remember that RWI policies are insurance contracts and that courts in most jurisdictions follow rules for interpreting insurance contracts that favor policyholders.

While some RWI policies may contain anti-contra proferentem clauses (purporting to negate the rule that ambiguous language be construed in favor of coverage), other policy provisions may be more favorable to the policyholder than in a typical insurance policy. The policyholder should rely on the rules of insurance policy interpretation to advance their claim.

For example, exclusions in RWI policies are often very narrowly drafted and contain allocation provisions which limit the impact of any exclusion in the event it applies. In addition, some exclusions, such as the "Actual Knowledge" exclusion, place the burden on the insurance company to prove that the exclusion applies by clear and convincing evidence, a high threshold.

Policyholders should keep in mind that most RWI policies require the insurance company to respond to a claim notice and pay claims within a defined period of time. Policyholders can cite these provisions if the claim process seems to stall.

Policyholders also should keep in mind that many jurisdictions require loss amounts that are undisputed to be paid promptly. Thus, policyholders should try to reach agreement on portions of the claim where possible, so that those amounts are required to be paid.

Tip 5: Consider options for Dispute resolution when dis-Agreements are unable to be Resolved.

Although some RWI policies permit the parties to litigate disputes, most policies include arbitration provisions that purport to require confidential arbitration under the rules of an alternative dispute resolution organization, such as the American Arbitration Association.

If litigation is preferable, policyholders should note that some states, albeit a minority, have statutes which prohibit or restrict the arbitration of insurance coverage disputes.

A policyholder should review the dispute resolution clause in their policy to evaluate where an arbitration is required to be filed, as arbitrators often refer to the procedural law of the jurisdiction where the arbitration is being held to fill gaps in the arbitration rules.

Venue-specific rules can impact the course of litigation, including the extent to which parties can subpoena non-parties to provide documents and testimony in the arbitration.

Policyholders also should consider whether different means of dispute resolution, such as mediation, could assist them in resolving the dispute. Mediation can be a relatively quick and cost-effective means of resolving an insurance coverage dispute if the parties work to prepare the mediator adequately and are committed to reaching a resolution.

Conclusion

RWI policies, like transaction agreements themselves, are complex contracts that require careful scrutiny, both in negotiation and in execution once a claim arises. The good news is that so far, representations and warranties insurance has been responsive to claims.

As claims increase, however, insurance companies are likely to develop and test new defenses against coverage and new strategies to limit recovery. Policyholders must remain vigilant when pursuing claims under these bespoke policies and obtain expert advice as needed from the outset of a claim.

Navigating NY's Insurance Coverage Landscape As Sexual Abuse Litigation Mounts



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BY FREDERIC J. GIORDANO AND ALEXANDRA DIFUSCO

New York has witnessed a sharp rise in sexual abuse litigation over the past decade. Recently, Columbia University and New York-Presbyterian Hospital reached a $750 million settlement with 567 victims of former gynecologist Robert Hadden.

Andrew G. Simpson, *Court Approves $750 Million Settlement for Survivors of Abuse by NY Gynecologist*, Ins. J. (May 7, 2025). Claims against Hadden have settled for approximately $1 billion to date.

Hospitals are not the only organizations susceptible to these lawsuits—hospitality, nonprofit, religious, and recreational organizations, among others, also are at risk. As sexual abuse litigation evolves, understanding potential insurance for such claims is highly important.

Background

New York's 2022 Adult Survivors Act opened a one-year "lookback" window for adult victims to file sexual abuse lawsuits otherwise barred by the statute of limitations. NY CPLR §214-j. More than 3,000 lawsuits were filed under the lookback window, which closed in 2023. Hurubie Meko, *A Final Wave of Sex-Abuse Lawsuits as One-Year Window Closes in New York*, N.Y. Times (Nov. 27, 2023).

Given New York's 20-year statute of limitations to file civil lawsuits relating to certain types of sexual abuse against adults, NY CPLR § 213-C, the influx of such suits likely will continue.

New York's Child Victims Act ("CVA") likewise opened a one-year window that closed in 2021 for individuals under age 18 at the time of abuse to file sexual abuse lawsuits otherwise barred by the statute of limitations. NY CPLR §214-g.

Nearly 11,000 lawsuits were filed in this window. Kate Lisa, New York lawmakers vow to revisit Child Victims Act despite insurer noncompliance, Spectrum Loc. News (Sep. 24, 2024, 7:17 PM). The CVA also extended the statute of limitations for those abused before age 18 with non-time-barred claims until their 55th birthdays. NY CPLR §208.

The number of sexual abuse claims has risen steeply due to the "lookback" windows and the extended statutes of limitations, implicating many insurance coverage considerations.

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Insurance Considerations

1. Employer Negligence Is Insurable

Insurers will look to disavow any responsibility for these claims, citing cases that stand for the proposition that New York public policy precludes insurance coverage for intentionally inflicted injuries. *Town of Massena v. Healthcare Underwriters Mut. Ins. Co.*, 281 A.D.2d 107, 112 (3d Dept. 2001). They will argue that when harm to the victim is inherent in the nature of the act performed, like sexual abuse, the resulting injuries are intentionally caused. *Travelers Ins. Cos. v. Stanton,* 223 A.D.2d 104, 106 (3d Dept. 1996).

A sexual abuser's wrongful conduct is not imputed to his or her employer, however, under theories of vicarious liability or respondeat superior because such abuse cannot be considered to have occurred in the scope of employment. See, e.g., *X. v. Cabrini Med. Ctr.*, 97 N.Y. 2d 247, 251 (2002) (citing *Judith M. v. Sisters of Charity Hosp.*, 93 N.Y.2d 932 (1999)); *L.C. v. Archdiocese of N.Y.,* No. 950479/2020, 2022 N.Y. Misc. LEXIS 10180, *3 (Sup. Ct. N.Y. Cty. Sep. 30, 2022).

Employers, however, may have insurance coverage for claims of negligent hiring, negligent retention, and negligent supervision. See *Madison Square Boys & Girls Club, Inc. v. Atl. Specialty Ins. Co.,* 70 Misc. 3d 1018, 1032, 140 N.Y.S.3d 357, 367–68 (N.Y. Sup. Ct. 2020), aff'd sub nom., *Madison Square Boys & Girls Club, Inc. v. Atl. Specialty Ins. Co.*, 204 A.D.3d 539, 541 (1st Dept. 2022)

> ("[A] cause of action for negligent hiring, supervision or retention imposes direct liability upon an employer" and "[t]he negligence of the employer in such a case is direct, not vicarious, and arises from its having placed the employee in a position to cause foreseeable harm, harm which the injured party most probably would have been spared had the employer taken reasonable care in making its decision concerning the hiring and retention of the employee.") (citations omitted); Archdiocese of N.Y., 2022 N.Y. Misc. LEXIS 10180 at *3.

2. Insurance Policy Exclusions

Insurers often attempt to rely on policy exclusions to avoid coverage. Exclusions precluding coverage for claims arising out of abuse or molestation now frequently are used in connection with organizations that have care or custody of others, such as schools, hospitals, nursing homes, and day care centers.

The main exclusion insurers cite precludes coverage for bodily injury "expected or intended from the standpoint of the insured." See, e.g., *RJC Realty Holding Corp. v. Republic Franklin Ins. Co.*, 2 N.Y.3d 158 (2004). While this exclusion may bar coverage for an abuser, it often will not bar coverage for the abuser's employer.

> As sexual abuse litigation evolves, understanding potential insurance for such claims is highly important.

In RJC, for example, a massage parlor sought coverage for a lawsuit alleging "improper sexual contact" by a masseuse during a massage. The court, contemplating the "rules of respondeat superior"—i.e., an employer's responsibility for the actions of its employees—noted that if the sexual abuse allegations were true, "the masseur departed from his duties for solely personal motives unrelated to the furtherance of [the insured's] business."

The court found the expected or intended injury exclusion inapplicable for the employer, explaining that "[s]ince the masseur's actions here were not [the insured's] actions for purposes of the respondeat superior doctrine, they were 'unexpected, unusual and unforeseen' from the insured's point of view, and thus were not 'expected or intended' by the employer and the exclusion did not apply."

Another significant exclusion, which the Insurance Services Office promulgated in 1987, is the "Abuse or Molestation Exclusion." *Valley Forge Ins. Co. v. Field,* 670 F.3d 93, 97 (1st Cir. 2012). New York courts, when evaluating the applicability of this exclusion, often take a fact-sensitive approach focusing on the relationship between the victim and the policyholder.

See, e.g., *New World Frontier, Inc. v. Mount Vernon Fire Ins. Co.,* 253 A.D.2d 455 (2d Dept. 1998) (exclusion barring coverage for "injury…arising out of or resulting from molestation or abuse" precluded coverage for day care facility for lawsuit alleging a student's sexual assault and battery of another student).

See also *Starr Indem. & Liab. Co. v. Choice Hotels Int'l, Inc.,* No. 20-CV-3172 (PKC), 2021 U.S. Dist. LEXIS 112980 (S.D.N.Y. June 16, 2021) (exclusion barring coverage for abuse or molestation occurring "while in the care, custody or control" of an insured inapplicable in connection with lawsuit alleging victim was trafficked at insured hotel because, inter alia, the plaintiff alleged her traffickers exercised "absolute control" over her, she was "prohibited from speaking with [hotel] staff[,]" and the hotel did not definitively know but "should have known" she was being trafficked).

3. Historical Insurance Policies

Given the lengthy statutes of limitations for sexual abuse claims, sexual abuse lawsuits may trigger a defendant's old general liability insurance policies. New York's Department of Financial Services recognized this possibility, cautioning insurers to "keep all relevant records" in connection with claims made under the CVA's lookback window. New York State Child Victims Act and Related Insurance, Dep't of Fin. Servs. (Sep. 12, 2019).

Repeated abuse over multiple years, moreover, can trigger multiple policies. See, e.g., *Roman Cath. Diocese of Brooklyn v. Nat'l Union Fire Ins. Co. of Pittsburgh, Pa.*, 21 N.Y.3d 139, 154 (2013).

At risk entities, therefore, should maintain all historical insurance policies. If an entity cannot locate all its historical insurance coverage, it can consider engaging an insurance archaeologist—a specialist who locates evidence of lost or outdated insurance policies utilizing various resources, including court records, legal databases, and historical document retrieval—to establish missing coverage.

The insured bears the burden of establishing insurance coverage in the first instance. *Platek v. Town of Hamburg*, 24 N.Y.3d 688, 694 (2015).

4. Current Insurance Products

Certain insurance products or "add-ons" available in the insurance marketplace provide some insurance coverage for sexual abuse litigation.

Prior acts insurance products offer coverage for claims made on specified insurable events occurring prior to a policy's purchase. Julia Kagan, Prior Acts Coverage: What it Means, How it Works, Investopedia (Aug. 17, 2023).

Insurance companies offering prior acts coverage usually designate a retroactive date prior to the first date of the insurance policy period, and the policy will then cover any claims filed for events occurring after the retroactive date, even if those events took place when the entity involved was insured elsewhere. IRMI, "prior acts coverage" definition (last visited June 3, 2025).

Additionally, institutions vulnerable to large-scale sexual abuse claims can counter insurance coverage limitations by purchasing separate policies specifically addressing sexual misconduct and molestation.

For example, certain insurers offer Sexual Molestation Liability or Sexual Abuse and Molestation liability insurance to organizations involving "minors and vulnerable adults," including nonprofits, educational institutions, and healthcare providers. See, e.g., Sexual Abuse & Molestation (SAM) Insurance Coverage, HCP Nat'l (last visited June 3, 2025).

Conclusion

Mass sexual abuse litigation probably will continue to shape New York's legal landscape for years. Organizations should proactively assess historical, current, and future insurance coverage to manage risk and ensure financial preparedness.

Camera

« Continued from page 9

concept, one video" principle can help focus your message. Rather than covering all aspects of divorce law in one video, you might address a single question like "Can I keep my engagement ring after a breakup in [your state]?"

Consider implementing the "first 3 seconds" principle: leading with your most compelling point. Since social media users often make quick viewing decisions, you might start with your key message rather than a traditional introduction.

For creating a social-media-friendly environment, consider these technical suggestions:

- Using your smartphone's rear-facing camera for improved quality
- Positioning the camera at eye level
- Working with natural light facing you
- Maintaining a professional yet approachable background
- Testing audio quality before recording
- Considering a basic lavalier microphone
- Creating an uncluttered background
- Checking proper framing
- Including subtle professional elements in your setting

The Pre-Recording Process

Consider these preparation steps:

- Outlining key points for brief delivery
- Practicing your opening
- Adjusting your speaking pace
- Maintaining natural energy
- Focusing on viewer value
- Timing practice runs
- Preparing for potential engagement

> Creating a series of videos addressing common questions could provide consistent content while sharing expertise in manageable segments.

- Researching relevant hashtags
- Planning content schedule

The FAQ Video Series approach might be worth considering. Creating a series of videos addressing common questions could provide consistent content while sharing expertise in manageable segments. This approach often aligns well with social media algorithms that favor regular posting.

Platform-Specific Considerations

Different platforms may require different approaches:

LinkedIn:

- Consider focusing on professional insights
- Longer captions might provide additional context
- Industry observations could be relevant
- Professional engagement in comments
- Connections to current developments

Instagram Reels:

- Balance professional content with personality
- Consider current platform features
- Clear thumbnails might help visibility
- Text overlays could emphasize key points
- Consistent visual elements

TikTok:

- Consider a more conversational approach
- Platform-specific features available
- Relevant trend participation options
- Series potential with consistent tags
- Video response capabilities

YouTube Shorts:

- Potential for longer format series
- Focus on lasting topics
- Topic-based organization
- Title and description optimization
- Clear next steps for viewers

Getting Started

Consider these initial steps:

- Observe successful legal content creators
- Identify common client questions
- Develop a basic format structure
- Practice recording
- Begin with manageable frequency
- Review performance metrics
- Build content resources
- Create posting schedule
- Plan engagement management
- Regular strategy review

Ethical Considerations

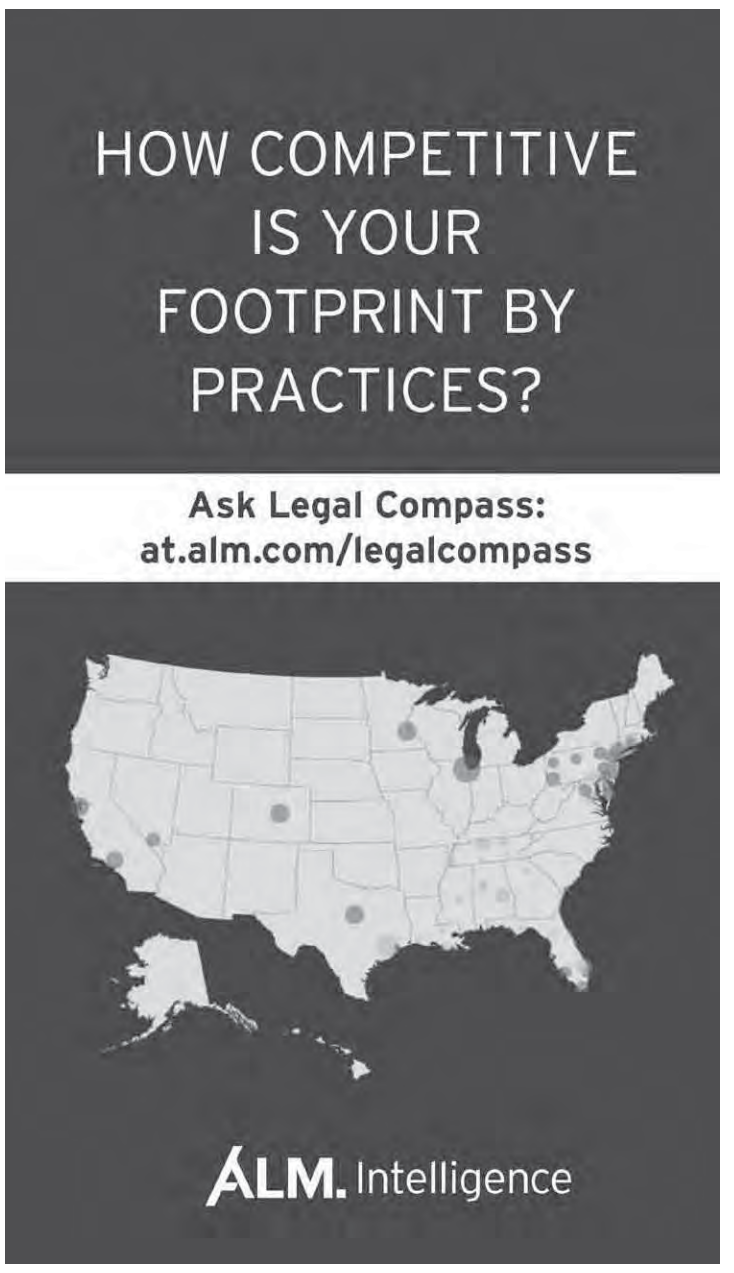
While developing social media content, remember professional obligations:

- Include appropriate disclaimers
- Maintain clear professional boundaries
- Consider jurisdictional scope
- Avoid specific legal advice
- Protect client confidentiality
- Review applicable guidelines
- Understand platform requirements

Remember: trying for perfection hinders your progress in social media content creation. Your legal knowledge is valuable, and social media video offers another channel for sharing it.

Consider starting small, maintaining consistency, and focusing on providing value to viewers. Professional expertise can translate effectively to video format with practice and appropriate approaches.

The legal profession continues adapting to technological changes. Social media video represents an emerging channel for connecting with potential clients. Through thoughtful implementation and consistent practice, you can maintain professional standards while developing an effective social media presence that engages potential clients.



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Court Calendars

New York County

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652508/25 Rotondo v. Stern
100887/22 S. v. Sun River Health / Brightpoint
650870/25 Sabby Volatility Warrant Master Fund Ltd. v. Srivaru Hldg. Ltd.
151081/22 Sertesen v. Jds Dev. Et Al
850052/25 Sig Cre 2023 Venture LLC v. 404 Fifth Owner LLC Et Al
153881/24 Song v. Santiago
650996/25 Stafford Business Funding v. Prive La Yogurt LLC Et Al
154772/25 Stagliano v. NYS Dept. of Health And Mental Hygiene
653000/21 Starr Indemnity & Liability Co. v. Clear Blue Specialty Ins. Co.
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850430/24 U.S. Bank Trust Co. v. Maasai Cairo on Madison LLC Et Al
850378/23 U.S. Bank Trust Nat. Assoc. v. Sukhu
659352/24 Vega v. NYU Langone Health System Et Al
652783/24 Wesco Ins. Co. v. Range Builders LLC Et Al
656507/22 Wgl Midstream Mp v. Meade Pipeline Investment
805350/24 Whaley v. Coleburn M.D.

E-Filing Submission Part

Adjourned for Working Copies Part

Part 1

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

TUESDAY, JUNE 10

154183/23 Gill v. NYC Et Al

Part 2

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

MONDAY, JUNE 9

155149/23 Granby's Funeral Service, Inc. v. Seneca Ins. Co., Inc. Et Al
162129/23 Ho v. Leung
153733/22 Lin Sing Assoc. v. Deng

Motion

162129/23 Ho v. Leung

TUESDAY, JUNE 10

154275/23 135 East 57th Street v. Pierre Michel, Inc. D/b/a Pierre-Michel At 57, Inc.
651372/22 1350 LLC v. Financial Vision Group
653418/23 477 Rlty. v. The Wing Soho
159171/21 6448 Rlty. Associates LLC v. Safari Murano Jewelry Corp. Et Al
650853/22 Bestguy Prop. Services LLC v. Donovan Prop. Service Inc. Et Al
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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
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650608/23 City Nat. Bank v. D'Angelo
654878/22 Endurance Assurance Corp. Et Al v. Zurich American Ins. Co.
655722/20 Eskandari Stone NY Inc. v. Tuscany Marble And Granite
151234/22 Esrt Empire State Bldg. v. Laquan Smith
653657/23 Et Crestview Leasing v. Maguire
652010/23 Flagstar Bank v. Zebian Int'l Facades Solutions New York, Inc. Et Al
652962/22 Frydo Capital Group v. Park Rio East
155118/21 Gates v. Perennial Painting And
155149/23 Granby's Funeral Service, Inc. v. Seneca Ins. Co., Inc. Et Al
655307/23 Greathouse v. Feldon
652532/14 Harriet Tubman Gardens v. H.T. Dev. Corp.
654214/22 in Group v. Datny
451143/23 Kalamata Capital Group LLC v. Royal Appliances Et Al
653632/23 Kanari v. 246 East 77th St. Associates
650991/22 Kmr v. Aminzadeh
653003/22 Lyons Ph.D. v. Boskind
161002/22 Makarewicz Design Ltd. D/b/a Mdl Solutions v. Jdp Mechanical, Inc. Et Al
655863/23 Meir Electric D/b/a Meir Electric Co. v. El-Kam Rlty. Co. Et Al
157325/23 Nofar Tribeca LLC v. Shably Hldgs.
654400/22 Secured Lending Investments LLC v. Aytug
651667/22 Sow Figueroa Organization, Inc. D/b/a Sow Figueroa Group v. Jls Venture Corp.
160249/23 Talavera v. Olinville Co-Op. Corp. Et Al
153862/21 Triboro Pedicap Corp. Et Al v. Metro. Life Ins. Co. Et Al

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651372/22 1350 LLC v. Financial Vision Group
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
654293/23 Cheng v. 50 Lex Dev. LLC Et Al
652010/23 Flagstar Bank v. Zebian Int'l Facades Solutions New York, Inc. Et Al
652532/14 Harriet Tubman Gardens v. H.T. Dev. Corp.
653632/23 Kanari v. 246 East 77th St. Associates

Part 3

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

MONDAY, JUNE 9

657117/21 Nrs Flatiron LLC v. Newmark & Co. Real Estate Inc. Et Al

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654806/21 260-261 Madison Ave. LLC v. Wework 261 Madison LLC Et Al
659326/24 Brovha Capital LLC Et Al v. Brown
651815/24 H.I.G. Rlty. Financing II v. Kuperwasser
151191/22 Piraeus Bank S.A. v. Notias
654142/20 Piraeus Bank S.A. v. Notias
154224/23 Tekiner Chelsea v. Tekiner

Part 6

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

MONDAY, JUNE 9

805217/24 Chakrabarti v. Weill Cornell Center For Reprod.ive Medicine Et Al

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805235/23 Bedoya v. Kim M.D.
805212/20 Cabello v. Chiao
805168/22 Zoric v. Chrisomalis Md

Part 7

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

MONDAY, JUNE 9

154670/23 501 Fifth Ave. Co. LLC v. Frawley
153881/25 Altschuler v. Watch Fantom, Inc. D/b/a Catapultx D/b/a Qortex Inc. Et Al
651104/23 Avant Caribe LLC v. Sv-A Owners LLC Et Al
155728/25 Bialocerkiewicz v. NYC Dept. of Health And Mental Hygiene
654753/23 Burnett Jr. v. 215 West 138th St. LLC Et Al
650606/22 Colle Capital Partners Lp Et Al v. Automaton, Inc.
150547/24 Dayen v. Syyyd
154375/23 Gruppo v. Chelsea Piers Mgt., Inc. Et Al
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161003/22 Makarewicz Design Ltd. D/b/a Mdl Solutions v. Jdp Mechanical, Inc. Et Al
161579/24 Marquez Pernia v. Brook NY Residential LLC
653547/22 Mn Urban 207 v. Indian Masala House 2 Inc. Et Al
155123/23 Paez Perez v. Skillman Ave. Corp. Et Al
654184/21 Precision Fabricators Corp. v. Fpg Maiden Lane
153691/24 Quintana v. Iguana NY Ltd. Et Al
162133/23 Rodriguez v. 101 West 24th St. Condominium
156873/24 Stegich v. Mall Properties, Inc., D/b/a Olshan Properties Et Al
652073/24 The Ategrity Specialty Ins. Co. v. La Rocca Mgt. LLC Et Al
157769/24 Travis v. Dp 49 LLC Et Al
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153881/25 Altschuler v. Watch Fantom, Inc. D/b/a Catapultx D/b/a Qortex Inc. Et Al

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158416/21 219-229 West 144 St. Housing Dev. Fund Corp. v. McKune
156097/25 39 East 19 Owners Corp. v. Ung 3 Rlty.
150643/24 Hankins v. Prospero Hall Lp Et Al
653184/24 Lettman's Delivery Services, Inc. v. Ford Motor Co.
654764/23 Maffeis Engineering Inc. v. Island Exterior Fabricators
153099/24 Martinez v. 86th Retail LLC Et Al
159207/16 Sarmordi v. Pgref I 1633 B'way. Land
152577/24 Then v. Amsterdam 1728-1730 Rlty. LLC

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156097/25 39 East 19 Owners Corp. v. Ung 3 Realty

Part 9

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

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365088/23 Chacoff-Berger v. Berger
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301067/19 Elias v. Elias
365223/24 River v. Candis

Part 11

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

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651073/22 Bradley Acquisition LLC Et Al v. Quest Builders Group, Inc.
653150/24 Capybara Capital v. Psk Collective
656152/21 Ddg 532 West 20th St. LLC v. Herod's Stone Design of Jersey City Inc. Et Al
653737/22 Itria Ventures LLC v. Bingh Oil Cherry Hill, Inc. Et Al
653337/23 Jimenez v. South Beach Restaurant And Bar LLC Et Al
655880/24 Low Income Housing Corp. Et Al v. Pine Ridge Const. Mgt.
150205/20 Nida v. Leonard Powers, Inc.
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659427/24 The Avanza Group v. Golenbock Eiseman Assor Bell & Peskoe Llp Et Al
153677/25 Zappin v. Attorney Grievance Committee For The First Judicial Dept. Et Al

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656152/21 Ddg 532 West 20th St. LLC v. Herod's Stone Design of Jersey City Inc. Et Al
153502/25 Stein v. Gelfond
659427/24 The Avanza Group v. Golenbock Eiseman Assor Bell & Peskoe Llp Et Al

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451204/23 American Funding Services v. T. N. Eldridge Devs. LLC Et Al
451549/25 Bklyn. Defender Services v. Records Access Officer
652336/22 Brown v. Gomez
650154/25 Byzfunder NY LLC v. Mica Rentals, Inc. Et Al
651515/22 Certain Underwriters At Lloyd's v. Environmental Disposal & Recycling
652146/25 Chan v. The Creative Organization Et Al
156265/24 Fora Financial Warehouse v. Ez Star Corp. Et Al
155139/24 Hereford Ins. Co. v. Anoop
154770/23 Hereford Ins. Co. v. Brunache
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157779/24 Hubshman v. 1010 Tenants Corp. Et Al
160548/23 Madison Two LLC v. Mroue
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650756/25 Plrs Restoration D/b/a Paul Davis Restoration v. 61 West 62 Owners Corp. Et Al
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Part 12

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

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651002/25 247 West 30th Street Associates Llc v. Juntikka
651229/25 Akf, Inc. D/b/a Fundkite v. Zero Effort Nutrition
154129/21 Alaverdova v. Brookdale Village Housing Corp.
152404/20 Allen v. 1 West 124th St. Corp.
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654988/24 Con Ed Co. of New York, Inc. v. 20 Exch. Master Retail Lease
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156244/22 Raposo-Pennisi v. 180 Ludlow Dev. LLC Et Al
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Part 14

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

MONDAY, JUNE 9

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651329/23 Con Ed Co. of New York, Inc. v. Harleysville Ins. Co.
653659/22 Dicamillo v. Yo-Yo Lip Gloss Inc. Et Al
154364/21 Kapassakis v. Sisters of Charity Health Care System Nursing Home, Inc. Et Al
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656045/23 Nouveau Elevator Industries v. Chabad of Midtown Manhattan, Inc. Et Al
654838/23 Richardson v. American Honda Motor Co., Inc.
651197/22 Utilisave v. Jack Resnick & Sons, Inc.
152259/18 Weiss v. 800 Brady Parking, Inc.

Part 15

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

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365196/24 Dodd v. Smith
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365108/24 Lewis v. Lewis
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Part 17

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

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151425/20 Joseph v. S.O.D.A. Const. Corp.

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153808/21 Automobile Ins. Co. v. Tudor Rlty. Services Corp.
155753/20 Danlasky v. Con Ed Co. of NY Et Al
152647/20 Lobuonno v. Related Companies
158570/20 Residential Board of v. Wong
156231/18 Werner v. Halcyon Const. Corp.

Part 19

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

Part 20 ADR

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

Part 24 Matrimonial Part

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

Part 26

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

Part 28

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

MONDAY, JUNE 9

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365802/23 Clark v. Rumble
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Part 30V

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

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805298/22 Almanzan Gonzalez v. Bellevue Hosp. Et Al
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Part 33

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

MONDAY, JUNE 9

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161004/22 Hayani v. Bid2ride, Inc. Et Al
153919/22 Kennedy v. Pioneer Works Art Foundation Et Al
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Part 34

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

MONDAY, JUNE 9

157800/23 Fernandez Capcha v. Zed Equities LLC
150154/22 Garcia v. 44-45 B'way. Rlty. Co., LLC Et Al
150278/23 Knight v. East Pub Inc. Et Al
152210/23 Nicholas v. Amc Entertainment Hldgs., Inc. D/b/a Amc Lincoln Square 13 Et Al
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159700/21 3502 Partners LLC v. Metro. Transportation Auth. Et Al
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153709/23 Baker v. Urban Outfitters, Inc.
654022/23 Bartlett v. The Shubert Organization, Inc. Et Al
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151807/23 Biziou v. The Howard Hughes Corp. Et Al
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160537/21 De Leon Minaya v. Randi Mgt. Co. LLC Et Al
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159338/23 Fontanez v. Flyte LLC
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151542/23 Hecht v. 89th St. Owners Corp. Et Al
151376/23 Jacinto Pucha Ochoa v. Cauldwell-Wingate Co.
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153094/23 Mikula v. Mohamed
160266/21 Novas v. 207 Sherman Associates
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158541/23 Paguay v. Schulman
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652628/20 Quanzhou Huixin Bags Co., Ltd. v. Fashion Accessory Bazaar LLC
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Part 37 IAS Part

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

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155823/24 Green 333 Corp. v. Kusyk
805206/18 Maria K.Powell v. NYCH&HC
650876/21 NY Marine And General Ins. Co. Et Al v. Starr Indemnity & Liability Co. Et Al
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159065/24 Center For Independence of The Disabled v. Metro. Transportation Auth. Et Al
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Part 43

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

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650794/21 Everseal Bags Corp. v. NYU Langone Hosps.
656639/21 Hogg v. Braverman
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Part 40TR Judicial Mediation

Justice Suzanne J. Adams
60 Centre Street
Phone 646-386-3722
Room 300

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154687/19 Alicea v. Winstar Service Inc.
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805109/20 Caruso v. Kavaler
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651909/18 Nead Electric Inc. v. Envirochrome Interiors, Inc.
654620/17 Nelson v. Harlem East LLC
805168/18 Nicole Vega v. Mount Sinai Hosp.
150383/18 Perry v. Sada Three
159223/17 Pfeifer v. Academy Express
155960/17 Philbert v. 52 Hamilton Pl NYC Corp (a
151580/20 Pigranel Mgt. Corp. v. Fajga
656988/20 Postiglione v. Nat. General Ins.
151523/22 Public Administrator of NY County v. Avid Waste Systems
651926/17 Qn Rlty. v. Mrcj Inc.
651110/14 Ramme v. Wolfson
157618/19 Rivera v. F & S Contracting
100973/18 Rivera v. Cohen
157441/21 Rivera v. Romero
162028/18 Rosenshein v. N Design Corp.
805313/19 Storm v. King
103397/11 Thomas v. Mintz
805407/17 Trachtenberg v. Singh
155377/22 Vasquez v. 160/159 Rlty. LLC
452432/16 Weinhardt v. NYCTA
152469/22 Wilson v. Siegel
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651993/15 Ysb Trust v. Vartel NY Const. Corp.

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160913/22 140 East 56th Street Condominium v. Bosboom
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159766/21 36th Hy LLC v. Zhen
650196/24 3i Lp v. Safety Shot, Inc.
158271/24 501 Fifth Ave. Co. LLC v. Sycamore Mgt., Inc. Et Al
659444/24 60 Ninth Ave. Group v. Delshah 60 Ninth
654525/24 664 Ave. of The Americas v. Namaste Enterprises, Inc. Et Al
659432/24 722 Metro. LLC v. Akta LLC Et Al
650957/25 Able v. Harmonic Health Inc.
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653918/24 Art Lending, Inc. v. Investart Mgt.
651315/20 Avo Const. LLC v. Ocnyc Electrical Contracting
155682/18 Blount v. Singh
653973/24 Board of Mgrs. of Galleria Condominium v. Sky Tower, Inc. Et Al
160456/22 Brown v. Christian Herald Assoc., Inc., Dba The Bowery Mission
157284/17 Bruce Supply Corp. v. C & J Mechanical
157550/23 Castro v. Duffy
158368/23 Cespedes v. Solow Bldg. Corp. Et Al
651632/24 Charles Dsssr v. Unifor, Inc.
451643/24 Comm'rs. of The State Ins. Fund v. NY Fan Tuan Inc.

COURT NOTES

NEW YORK COUNTY DEMOCRATIC COMMITTEE

Screening Panel To Report on Qualification of Judicial Candidates

Application Deadline is June 13

The New York County Democratic Committee has announced the formation of an Independent Screening Panel to report on the qualifications of candidates seeking the nomination of the Democratic Party for three (3) seats on the New York State Supreme Court; one (1) seat in the 3rd Municipal Court District; and, one (1) seat in the 7th Municipal Court District, to be elected in the November 2025 general election. The heads of numerous bar associations, community organizations and law schools have been invited to nominate members of the panel, which will be directed to report a total of no more than the three (3) most highly qualified candidates per vacancy.

Candidates for the nomination may obtain applications from Kyle Ishmael, Esq., Executive Director for the Manhattan Democratic Party, via email at manhattandems@gmail.com. The deadline for submitting completed applications is Friday, June 13, 2025 at 5:00 PM.

NEW YORK STATE COURT OF APPEALS

Notice to the Bar
May 2025 Appeals

The Clerk's Office announces that briefing schedules have been issued for the following appeals during May 2025.

Docket information, briefing schedules, filings and oral argument dates are or will be available through the Court's Public Access and Search System (CourtPASS).

Nonparties seeking to appear as amicus curiae should refer to Court of Appeals Rule of Practice 500.23.

Civil appeals by leave grant of the Court of Appeals and Departments of the Appellate Division:

APL-2025-00073; Beadell v. Eros Management; 229 AD3d 43; Negligence, Duty, Hotel Owner and Operator, Guest's Suicide

APL-2025-00100; Van Dyck v. U.S. Bank; 235 AD3d 517; Mortgages, Foreclosure, Foreclosure Abuse Prevention Act

Criminal appeals by leave grant of Judges of the Court of Appeals and Justices of the Departments of the Appellate Division:

APL-2025-00077; People v. Gaffney (Luke J.); 232 AD3d 1228; Crimes, Right to Counsel, Ineffective Trial Counsel

APL-2025-00075; People v. Tyson (Kenneth); 234 AD3d 1282; Crimes, Right to Speedy Trial, Preindictment Delay

APL-2025-00076; People v. Curry (Eugene); 233 AD3d 1487; Crimes, Sentence, Violation Probation, Toll of Probation Period

APL-2025-00087; People v. Bender (Donald); 236 AD3d 1184; Crimes, Reckless Endangerment

APL-2025-00086; People v. Jones (Joseph C.); 236 AD3d 1410; Crimes, Unlawful Search and Seizure, Parole Officers

APL-2025-00083; People v. Burgess (Warren); 82 Misc 3d 128(A); Crimes, Accusatory Instrument, Dismissal of Indictment

APL-2025-00097; People v. Palacios (Miguel Angel); 234 AD3d 716; Crimes, Suppression Hearing, Probable Cause I-Card

Civil appeals taken as of right:

APL-2025-00081; Matter of Lawyers for Children v. NYS Office of Children and Family Services; 2025 NY Slip Op 02115; Regulations, Host Family Home Program

APL-2025-00088; Onondaga County v. SNY; 2025 NY Slip Op 02818; Constitutional Validity Statute, Even Year Election Law

APL-2025-00098; Granath v. Monroe County ; 2025 NY Slip Op 02521; Emergency Vehicles, Reckless Disregard

The Clerk's office also announces that briefing schedules have been issued for the Court's consideration of certified questions from the United States Court of Appeals for the Second Circuit.

Certified questions accepted for review:

CTQ-2025-00001; Article 13 LLC v. Lasalle National Bank; 132 F4th 586; Mortgages, Foreclosure, Foreclosure Abuse Prevention Act

CTQ-2025-00003; Beck v. Manhattan College; 136 F4th 19; Colleges and Universities, Implied Contract

CTQ-2025-00002; Cruz v. Banks; 134 F4th 687; Individuals with Disabilities Act¬, Schools, Class Size Regulations

U.S. DISTRICT COURT EASTERN DISTRICT

Criminal Justice Act Committee Is Accepting Applications

Deadline is Sept. 8

The Criminal Justice Act Committee of the United States District Court for the Eastern District of New York is accepting new applications for appointment, and applications for reappointment, to the panel of attorneys under the Criminal Justice Act of 1964, through September 8, 2025. The Court encourages highly qualified and experienced criminal defense attorneys who reflect the diversity of the community to apply for membership on the CJA Panel for the District. Assignments to the Panel will be for a three-year period, beginning January 1, 2026. Applicants must be admitted and in good standing to practice in the Eastern District of New York.

Applications may be submitted for assignment to the Brooklyn or Central Islip panels, or both. The Committee is also seeking applications from practitioners whose experience is uniquely suited to handling petitions for post-conviction relief.

All application forms, instructions, and submission information are available on the Court's website at: https://www.nyed.uscourts.gov/criminal-justice-act-info

New applications and applications for reappointment, along with all supporting documents, must be submitted in one flattened PDF file, no later than September 8, 2025, by electronic submission via the Court's website.

Please contact the Clerk of Court at 718-613-2270 if you experience difficulty uploading an application.

U.S. DISTRICT COURT SOUTHERN DISTRICT

Re-Appointment of Incumbent Magistrate Judge Ona T. Wang

The current term of the office of United States Magistrate Judge Ona T. Wang is due to expire on March 4, 2026. The United States District Court is required by law to establish a panel of citizens to consider the reappointment of a magistrate judge to a new eight-year term.

The duties of a magistrate judge position include the follwing: (1) conduct of most preliminary proceedings in criminal cases; (2) trial and disposition of misdemeanor cases; (3) conduct of various pretrial matters and evidentiary proceedings on delegation from the judges of the district court; and (4) trial and disposition of civil cases upon consent of the litigants.

Comments from members of the bar and the public are invited as to whether the incumbent Magistrate Judge Ona T. Wang should be recommended by the panel for reappointment by the court, and should be directed to:

Edward Friedland
District Executive
U.S. Courthouse
500 Pearl Street, Room 820
New York, NY 10007-1312

Comments must be received by 30 days from date of notice.

OFFICES OF THE PUBLIC ADMINISTRATOR

Meeting of the Administrative Board To Be Held on June 9

Pursuant to the New York State Open Meetings Law (Public Officers Law Article 7, §104) you are hereby notified of the next meeting of the Administrative Board for the Offices of the Public Administrators (which is established pursuant to §1128 of the Surrogate's Court Procedure Act):

655710/24 Dahlcore v. Citileaf Housing Dev. Fund Corp.
452352/20 Diaz v. NYCTA
654866/24 Equiniti Trust Co. v. Alliance Shareholder Communications
652800/24 Firstservice Residential New York, Inc. v. Kavy
157311/19 Gonzalez Interiano v. Silverstein Galaxy Prop.
159104/20 Gonzalez v. 446 B'way. Owner LLC
160951/23 Harris v. Tollinchi
158297/18 Jones v. NYC Dept. of
158519/20 Joseph v. 291 B'way. Rlty.
650235/25 Largo v. Verson Bldg. Services Corp. Et Al
153058/20 Lawson v. Terence Cardinal Cooke
157809/18 Maldonado v. East 80th Associates
160539/19 Mashaly v. Macy's, Inc.
155984/22 Miller v. Group 868, Inc. Et Al
152517/20 Molinari v. NYCTA
158736/15 Perez v. NYC
158013/16 Quezada v. NYC
155116/16 Roa v. NYC
158722/23 Rodriguez v. Jp Express Service Inc. Et Al
153022/21 Rojas v. Mouali
152897/13 Ryan v. Board of Mgrs.
159109/20 Sato Const. Co., Inc v. Fourth Ave. Owners Corp.
652162/18 Spring Roc v. Allterior Contracting Corp.
652020/22 Zdg v. 174-176 1st Ave. Owner LLC Et Al

Part 44

Justice Jeffrey H. Pearlman
60 Centre Street
Phone 646-636-3370
Room 321

MONDAY, JUNE 9

305490/93 Avila v. Avila
365119/20 Casella v. Casella
365152/25 Incantalupo v. Judge
308859/93 Randall v. Randall
310431/18 Reboh v. Rivietz
156205/22 Reboh v. Rivietz

Motion

365119/20 Casella v. Casella
308859/93 Randall v. Randall

TUESDAY, JUNE 10

302610/22 Angos Paucar v. Segovia Supleguicha
154821/25 Break Point Public Affairs Inc. Et Al v. Sun
365022/24 Cestra v. Cestra
308183/13 Coe v. McCallum
306254/18 De Milt v. De Milt
311604/18 Dunphy Jr. v. Dunphy
365767/23 Fan v. Lynch
321638/24 Flynn v. Peddy
365586/21 Funti v. Andrews
365634/23 Park v. Ton-That
365003/25 Shiu v. Tsang
365049/25 Zhang v. Zhao

Motion

308183/13 Coe v. McCallum
365586/21 Funti v. Andrews
365634/23 Park v. Ton-That

Part 45 Commercial Div.

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

MONDAY, JUNE 9

651846/24 Alphasense, Inc. Et Al v. Financial Tech. Partners Lp Et Al
653010/25 Bagelogy, Inc. Et Al v. Kaplan
653020/24 Fox And Main v. Pyramid-Bmc Hldgs.

TUESDAY, JUNE 10

652816/20 Bdo USA P.C. v. Matthew Franz And Donald Sowell;
654741/23 Katzeff v. Springowl Asset Mgt.
156645/24 L & B Apparel LLC v. Amini
651359/25 Oxford Finance LLC v. Mirlis
650870/25 Sabby Volatility Warrant Master Fund Ltd. v. Srivaru Hldg. Ltd.
651527/20 Turner Const. Co. v. Flight Center Hotel

Part 48 Commercial Div.

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

MONDAY, JUNE 9

652051/20 Bangladesh Bank v. Rizal Commercial Banking
650336/25 Bsprt Jpm Loan v. Jakobowitch
650103/14 Certain Underwriters At v. Nl Industries, Inc.
654332/20 Earthlink v. Charter Communications
654062/24 Montreux Partners III v. The Bolivarian Republic of Venezuela
655002/22 Penske v. B. Riley Financial, Inc. Et Al
650905/25 Silverpeak Strategic Partners Lp Et Al v. Baker & McKenzie Llp Et Al
653243/24 The Means of Prod.ion v. Pensco Trust Co. Custodian Fbo Mark Gorton Ira Et Al

Motion

652051/20 Bangladesh Bank v. Rizal Commercial Banking
650103/14 Certain Underwriters At v. Nl Industries, Inc.
654332/20 Earthlink v. Charter Communications
655002/22 Penske v. B. Riley Financial, Inc. Et Al

TUESDAY, JUNE 10

652051/20 Bangladesh Bank v. Rizal Commercial Banking
650719/24 Rapper's Delight Ventures v. Peets

Motion

652051/20 Bangladesh Bank v. Rizal Commercial Banking
650719/24 Rapper's Delight Ventures v. Peets

Part 49 Commercial Div.

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

MONDAY, JUNE 9

850639/23 Aareal Capital Corp. Et Al v. 462bdwy Land

Part 53 Commercial Div.

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

MONDAY, JUNE 9

651108/23 Joyous Jd Ltd. Et Al v. Greenland Asset Mgt. Corp. Et Al
850394/24 Loancore Capital Credit Reit LLC v. Cf 1 Whitehall LLC Et Al
652607/23 Oasis Investments II Master Fund Ltd. Et Al v. Mo
451871/25 People of The State of NY By Letitia James v. Hawn Heating & Cooling LLC

TUESDAY, JUNE 10

652233/22 Citibank v. N/a
654488/22 Cyberbit, Inc. v. Cloud Range Cyber

Part 54 Commercial Div.

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

MONDAY, JUNE 9

652483/24 165 E 66 v. Albert Rabizadeh
153793/15 Bison Capital Corp. v. Hunton & Williams
650367/24 Fora Financial Advance v. 4 Pillar Consulting
651077/24 H.C. Wainwright & Co., LLC v. Rekor Systems, Inc. Et Al
655076/16 Lembo v. Rosania

TUESDAY, JUNE 10

651101/22 Ria R Squared, Inc. v. Dw Partners
653292/23 Rothman v. Roivant Sciences
653187/25 Singer v. Pv 1508 Cia LLC
652275/22 Sl 4000 Connecticut LLC Et Al v. Cbre, Inc.
654923/16 Young Adult Institute, Inc. v. Corporate Source, Inc.

Motion

653187/25 Singer v. Pv 1508 Cia Llc
652275/22 Sl 4000 Connecticut LLC Et Al v. Cbre, Inc.

Part 57

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

MONDAY, JUNE 9

950042/19 Ark28 v. Archdiocese of NY
950056/19 Ark67 v. Archdiocese of NY
155351/20 Campos v. Gramercy 1860
950215/19 Cannon v. Archdiocese of NY Et Al
950989/21 Christensen v. Catholic Charities of The Archdiocese of NY Et Al
950148/19 Cintron v. Archdiocese of NY Et Al
950035/19 Doe v. Archdiocese of NY
950176/20 Doe v. Archdiocese of NY Et Al
950287/20 Doe v. Archdiocese of NY
950295/20 Doe v. Archdiocese of NY
950240/19 H. v. Archdiocese of NY
950170/19 John Stapleton v. Archdiocese of NY
950539/21 Mgm v. Archdiocese of NY
150527/21 Mormando v. NY Arena Partners
950510/20 Pelucco v. Archdiocese of NY
950359/21 Urban v. Roman Catholic Archdiocese of NY Et Al
950019/21 Zippo v. Roman Catholic Archdiocese

TUESDAY, JUNE 10

950360/21 B. v. NYC
950300/20 Cl v. Archdiocese of NY
950369/21 Doe v. Roman Catholic Archdiocese
950341/21 F. v. NYC
950267/21 H. v. Archdiocese of NY
156554/18 Jewelers Mutual Ins. v. Forty Seventh Fifth Co.
950011/21 Lee v. NYC
950322/21 M. v. Episcopal Diocese of New
950257/21 S. v. NYC
950666/20 S. v. Jewish Child Care

Motion

950257/21 S. v. NYC

Part 59

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

TUESDAY, JUNE 10

152157/21 Galindo v. NYC Et Al
159450/18 House v. Slow Food LLC
450749/23 Mejia Hernandez v. Dormitory Auth. of The State of NY Et Al
153187/23 Pena v. Jp Morgan Chase & Co. Et Al
651083/20 Rich Button Co. Ltd v. Its Worldwide LLC
152703/23 State Farm Fire And Casualty Co. As Subrogee of Peter Rosenthal v. Furnishare Inc. Et Al

Part 60 Commercial Div.

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

MONDAY, JUNE 9

653148/23 180 Remsen LLC v. St. Francis College Et Al
650752/25 Anderson v. Apparatus Parent
654537/24 Chung v. The Grigoropoulos Law Group Pllc Et Al
650604/24 Regulus Group v. Motir Services, Inc. Et Al
654457/24 Westmount Group LLC v. The Healing Co. Inc. Et Al

Motion

653148/23 180 Remsen LLC v. St. Francis College Et Al
650752/25 Anderson v. Apparatus Parent
654537/24 Chung v. The Grigoropoulos Law Group Pllc Et Al

TUESDAY, JUNE 10

655646/23 Alphacentric Income Opportunities Fund v. Deutsche Bank Nat. Trust Co. (and Any Predecessors Or Successors Thereto) As Trustee Et Al
655648/23 Alphacentric Income Opportunities Fund v. Deutsche Bank Nat. Trust Co. (and Any Predecessors Or Successors Thereto) As Trustee Et Al
653004/23 Alphacentric Income Opportunities Fund v. Deutsche Bank Nat. Trust Co. (and Any Predecessors Or Successors Thereto) Et Al
653033/23 Alphacentric Income Opportunities Fund v. Deutsche Bank Nat. Trust Co. (and Any Predecessors Or Successors Thereto) Et Al
655647/23 Alphacentric Income Opportunities Fund v. Deutsche Bank Nat. Trust Co. Et Al
655769/23 Alphacentric Income Opportunities Fund v. U.S. Bank
655725/23 Alphacentric Income Opportunities Fund v. U.S. Bank
656437/23 Alphacentric Income Opportunities Fund v. Wilmington Trust Co. (and Any Predecessors Or Successors Thereto) As Trustee Et Al
651305/24 Elmann LLC Et Al v. Circle Jay Glass LLC Et Al
651791/24 Elmann v. Israel Discount Bank of NY A/k/a Idb Bank
650026/13 Estate of Margaret Kainer v. Ubs Ag
652006/24 Finkelstein v. Hsbc Bank USA
652005/24 Finkelstein v. U.S. Bank
652007/24 Finkelstein v. Wells Fargo Bank
652008/24 Finkelstein v. Wilmington Trust Co. (and Any Predecessors Or Successors Thereto) Et Al
651862/23 Reliance Standard Life Ins. Co. Et Al v. Deutsche Bank Nat. Trust Co. Et Al
652230/23 Reliance Standard Life Ins. Co. Et Al v. Wells Fargo
651317/23 Stephen Finkelstein v. U.S. Bank
655386/23 White v. Vaccaro

Motion

655646/23 Alphacentric Income Opportunities Fund v. Deutsche Bank Nat. Trust Co. (and Any Predecessors Or Successors Thereto) As Trustee Et Al
655648/23 Alphacentric Income Opportunities Fund v. Deutsche Bank Nat. Trust Co. (and Any Predecessors Or Successors Thereto) As Trustee Et Al
653004/23 Alphacentric Income Opportunities Fund v. Deutsche Bank Nat. Trust Co. (and Any Predecessors Or Successors Thereto) Et Al
653033/23 Alphacentric Income Opportunities Fund v. Deutsche Bank Nat. Trust Co. (and Any Predecessors Or Successors Thereto) Et Al
655647/23 Alphacentric Income Opportunities Fund v. Deutsche Bank Nat. Trust Co. Et Al
655769/23 Alphacentric Income Opportunities Fund v. U.S. Bank
655725/23 Alphacentric Income Opportunities Fund v. U.S. Bank
656437/23 Alphacentric Income Opportunities Fund v. Wilmington Trust Co. (and Any Predecessors Or Successors Thereto) As Trustee Et Al
652006/24 Finkelstein v. Hsbc Bank USA
652005/24 Finkelstein v. U.S. Bank
652007/24 Finkelstein v. Wells Fargo Bank
652008/24 Finkelstein v. Wilmington Trust Co. (and Any Predecessors Or Successors Thereto) Et Al
651862/23 Reliance Standard Life Ins. Co. Et Al v. Deutsche Bank Nat. Trust Co. Et Al
652230/23 Reliance Standard Life Ins. Co. Et Al v. Wells Fargo
651317/23 Stephen Finkelstein v. U.S. Bank

Part 61 Commercial Div.

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

MONDAY, JUNE 9

654052/24 Aew Partners Real Estate Fund Viii v. Cerco Bridge Loans 6 LLC
653346/23 Arepiii Mvts v. El-Gamal
655054/23 Brighthill Capital v. Abrams
659256/24 The Republic of Togo v. 40th Dev. LLC Et Al

Motion

654052/24 Aew Partners Real Estate Fund Viii v. Cerco Bridge Loans 6 LLC

TUESDAY, JUNE 10

656507/22 Wgl Midstream Mp v. Meade Pipeline Investment

COURT NOTES

June 9, 2025
10:30 a.m.
New York City Bar Association
Hughes Room
42 West 44th Street
New York, NY 10036

UNITED STATES COURT OF APPEALS FOR THE SECOND CIRCUIT

Applications Being Accepted for Federal Public Defender for the Northern District of NY

Application Deadline Is Now June 13

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

The Federal Public Defender, functioning under the authority of 18 U.S.C. § 3006A(g)(2)(A) and the Criminal Justice Act Plan for the Northern District of New York, provides criminal defense services to individuals unable to afford counsel. The Office of the Federal Public Defender for the Northern District of New York has offices in Albany and Syracuse. The Federal Public Defender supervises a staff of assistant federal defenders, federal capital appellate resource counsel, investigators, paralegals, a mitigation specialist, and support personnel.

The website for the office is: Office of the Public Defender Northern District of New York.

Applicants must satisfy the following conditions:

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

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

(3) possess the ability to effectively administer the office, including the following management areas:
- Budget, procurement, and travel
- Human resources
- Space, facilities, and property;

(4) have a reputation for integrity; and

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

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

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

Application forms are posted on the Court's website at http://www.ca2.uscourts.gov. Completed application packages must be in the format required by the Second Circuit and received no later than June 13, 2025.

NEW YORK STATE COURT OF APPEALS

Deadline for Amicus Curiae Motions in 'Onondaga County v. State of New York'

The Court has calendared appeals in 'Onondaga County v. State of New York '(APL 2025-00088) for argument on September 8, 2025. Appellants' briefs are due by June 12, 2025. Respondents' briefs are due by July 10, 2025. Appellants' reply briefs are due by July 24, 2025.

Motions for permission to file a brief amicus curiae must be served no later than August 5, 2025 and noticed for a return date no later than August 18, 2025.

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

ADMINISTRATIVE ORDER OF THE CHIEF JUDGE OF THE STATE OF NEW YORK

Pursuant to article VI, § 28(c) of the New York State Constitution and section 211 of the Judiciary Law, upon consultation with the Administrative Board of the Courts, and with the approval of the Court of Appeals of the State of New York, I hereby amend, effective July 7, 2025, sections 24.6(g), (n) and 25.18 of the Rules of the Chief Judge, by adding the underlined material and removing the [bracketed] material, to read as follows:

PART 24. TIME AND LEAVE

Section 24.6. Other Leaves With Pay

(g) Conferences. Four days' leave per annum without charge to an employee's leave credits may be allowed to attend conferences of recognized professional organizations. Such conferences must be directly related to the employee's profession [of] or professional duties. This leave is subject to the prior approval of the administrative authority and to the staffing needs of the court or agency.

(n) The Chief Administrator of the Courts or [his or his] their designee may grant leaves with pay for reasons not itemized in this Part.

PART 25. CAREER SERVICE

Section 25.18. Establishment of a Continuing Eligible List

The Chief Administrator of the Courts may establish a continuing eligible list for any class of positions for which [inadequate numbers of qualified persons are found available for recruitment or appointment] such lists are appropriate. The Chief Administrator may only establish continuing eligible lists for any class of positions filled through open competitive examination. Names of eligibles shall be inserted in such list from time to time as applicants are tested and found qualified in examinations held at such intervals as may be prescribed by the Chief Administrator. Such successive examinations shall, so far as practicable, be constructed and rated so as to be equivalent tests of the merit and fitness of candidates. The name of any candidate who passes any such examination and who is otherwise qualified shall be placed on the continuing eligible list in the rank corresponding to his or her final rating on such examination. The period of eligibility of successful candidates for certification and appointment from such continuing eligible list, as a result of any such examination, shall be fixed by the Chief Administrator but, except as a list may reach an announced terminal date, such period shall not be less than one year; nor shall such period of eligibility exceed four years, except as provided in section 25.17 of this Part. Subject to such conditions and limitations as the Chief Administrator may prescribe, a candidate may take more than one such examination; provided, however, that no such candidate shall be certified simultaneously with more than one rank on the continuing eligible list. With respect to any candidate who applies for and is granted additional credit in any such examination as a disabled or nondisabled veteran, and for the limited purpose of granting such additional credit, the eligible list shall be deemed to be established on the date on which his or her name is added thereto.

Chief Judge of the State of New York

Dated: May 14, 2025

FIRST DEPARTMENT APPELLATE TERM

Filing Dates for the September Term

The September 2025 Term of the Court will begin on Sept. 2, 2025.

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 July 8, 2025.

Respondent's Briefs must filed on or before July 31, 2025.

Reply Briefs, if any, must be filed on or before August 8, 2025.

653033/23 Alphacentric Income Opportunities Fund v. Deutsche Bank Nat. Trust Co. (and Any Predecessors Or Successors Thereto) Et Al
655647/23 Alphacentric Income Opportunities Fund v. Deutsche Bank Nat. Trust Co. Et Al
655769/23 Alphacentric Income Opportunities Fund v. U.S. Bank
655725/23 Alphacentric Income Opportunities Fund v. U.S. Bank
656437/23 Alphacentric Income Opportunities Fund v. Wilmington Trust Co. (and Any Predecessors Or Successors Thereto) As Trustee Et Al
652006/24 Finkelstein v. Hsbc Bank USA
652005/24 Finkelstein v. U.S. Bank
652007/24 Finkelstein v. Wells Fargo Bank
652008/24 Finkelstein v. Wilmington Trust Co. (and Any Predecessors Or Successors Thereto) Et Al
651862/23 Reliance Standard Life Ins. Co. Et Al v. Deutsche Bank Nat. Trust Co. Et Al
652230/23 Reliance Standard Life Ins. Co. Et Al v. Wells Fargo
651317/23 Stephen Finkelstein v. U.S. Bank

Part 61 Commercial Div.

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

MONDAY, JUNE 9

654052/24 Aew Partners Real Estate Fund Viii v. Cerco Bridge Loans 6 LLC
653346/23 Arepiii Mvts v. El-Gamal
655054/23 Brighthill Capital v. Abrams
659256/24 The Republic of Togo v. 40th Dev. LLC Et Al

Motion

654052/24 Aew Partners Real Estate Fund Viii v. Cerco Bridge Loans 6 LLC

TUESDAY, JUNE 10

656507/22 Wgl Midstream Mp v. Meade Pipeline Investment

Transit Authority Settlement Part

60 Centre Street
Phone 646-386-3281
Room 408

80 CENTRE STREET

Part 4

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

MONDAY, JUNE 9

152329/23 Lending Assets LLC v. Gerbi Esq.
451880/24 Libertas Funding LLC v. Palace Restaurant Inc Et Al
652839/25 Nomberg v. Rosenbaum
453305/21 Orlowski v. Wolchok
156106/25 Toh v. NYS Div. of Human Rights
153096/17 Wright v. E.E. Cruz & Tully

TUESDAY, JUNE 10

652161/25 Mount Sinai Hosps. Group, Inc. v. Affinity Health Plan, Inc. Et Al
151081/22 Sertesen v. Jds Dev. Et Al
153602/20 Sturt v. NYC

Part 5 City Part

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

TUESDAY, JUNE 10

156315/20 Alexander v. NYC NYCH&HC Corp. Et Al
451975/20 Almodovar v. NYC
151546/16 Alston v. NYC
453056/21 Arjona v. NYC Et Al
155493/22 Baerga v. NYC Et Al
156831/23 Baker v. NYC Et Al
154470/19 Butts v. NYC Et Al
151987/17 Cash v. Donal O'Sullivan D/b/a
159733/17 Chao v. NYC
154591/24 Demunn v. NYC Et Al
150453/17 Diallo v. NYC Et Al
161020/20 Engles v. 150 Hg Venture LLC
155536/17 Escalante-Paez v. NYC
152088/23 F. v. NYC Et Al
154667/21 Fayling Joan Lee v. NYC Et Al
153444/22 Felix v. NYC
155331/22 Ginzburg v. NYC Et Al
155062/22 Greenidge v. NYC Et Al
158294/24 Grice v. NYC Et Al
159234/18 Groner v. NYC
152357/23 Haynes-Ward v. NYC Et Al
158871/21 Herrera v. NYC Et Al
155765/19 Hibbert v. NYC
159405/23 Holderness v. NYC Et Al
151232/20 Holtje v. NYC
155657/20 Johnson v. NYC
154467/20 Lessey v. NYC
158094/21 Lieberman v. NYC Et Al
154480/18 Liu v. NYC
154655/20 Logue v. NYC Et Al
160706/23 Lopez v. NYC Et Al
101214/19 Madden v. NYC
160526/19 Mathis v. NYC
161404/20 Mayer v. NYC
453361/21 Moreno Garcia v. Allora Jr.
155623/12 Olmo v. NYC
155584/22 Ortiz v. NYC Et Al
157354/20 Plana v. United Christian
157761/21 Robinson v. NYC Et Al
155993/17 Robke v. 237 Park Owner
152552/23 Rosado v. NYC
155800/22 Rosenstein v. Permanent Mission of The Republic of Sierra Leone To The United Nations Et Al
158617/22 S. v. Success Academy Harlem School #4 Et Al
161962/18 Santos v. NYC
154064/20 Smith v. NYC
101416/17 Sorel v. NYC
153455/21 Thompson v. NYC Et Al
155722/19 Timmons v. NYC
156100/20 Tsorotzkin v. NYC
161325/20 V.P. v. NYC
160829/20 Valerio v. NYC
151497/24 Volland v. NYC Et Al
153133/21 Warshaw v. NYC
160283/23 Watson v. 525 Delaware LLC Et Al
152665/19 Wiggins v. NYC
152111/20 Ziebacz v. NYC

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150453/17 Diallo v. NYC Et Al
152357/23 Haynes-Ward v. NYC Et Al
159405/23 Holderness v. NYC Et Al
152552/23 Rosado v. NYC
158617/22 S. v. Success Academy Harlem School #4 Et Al

Part 8

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

TUESDAY, JUNE 10

650591/23 East 60th Street v. Jj Universal Const. Corp.
159260/18 Good Co. Pictures v. 132 Cloud Nine
156112/21 Hereford Ins. Co. v. All Nations Dme Corp Et Al
452515/24 in The Matter of The Application of Joyce Amoah v. Carrion Jr.
159481/19 Kral v. NYCHA
452189/24 Smith v. NYC Dept. of Housing Preservation And Dev. Et Al

Part 21 City Part

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

MONDAY, JUNE 9

154417/20 Alikakos v. Metro. Transportation
652723/17 Cit Bank v. Delta Enterprise USA NY
106473/11 Corrigan v. NYCTA
161803/19 Gonzalez v. NYC
152797/22 Stone v. Metro. Transportation Auth. Et Al
154944/25 Villar Fernandez v. NYC Et Al

Motion

154417/20 Alikakos v. Metro. Transportation
106473/11 Corrigan v. NYCTA
152797/22 Stone v. Metro. Transportation Auth. Et Al

TUESDAY, JUNE 10

157780/12 Morang v. NYCTA
155263/16 Pollack v. NYCTA

Part 22 Motor Vehicle

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

MONDAY, JUNE 9

161541/23 Abdou Gaye v. Kwabi
157082/23 Ahmed v. Moreno
158844/23 Aiken v. Rasenack
150740/20 Alvarez v. Hanuszczak
150938/24 Antigua Alcantara v. Oso Auto Corp. Et Al
157827/22 Bashir v. Abiola Alayode
155553/23 Blacksher v. Romanelli
157251/22 Bonin v. Bbn Taxi
157116/23 Brito v. Element-West 59th St. LLC
451389/22 Brown v. Singleton
153514/22 Calcano v. Liberty Ashes Inc. Et Al
152739/21 Capellan v. Casiano
160008/22 Cardenas v. 517 West Properties LLC
156224/22 Castillo v. Con Ed Et Al
162589/19 Castro v. Paulino
155144/20 Cento v. Zhong
159856/21 Content v. Rasier-Ny
153180/23 Cruz v. Cedano
150949/21 D.M.M. v. Marriott
161186/23 Del Valle v. Grant
157640/23 Demidoff v. Grid One Solutions
451578/24 Diaz v. Bali
161066/23 Diblasi v. Medina
153910/23 Dobson v. Sp Plus Corp. Et Al
150762/24 Elahie v. Kelly
158538/12 Fishman v. Bunty And Jyoti
452234/24 Flores v. NYC Et Al
151036/21 Fonseca v. Danziger
152534/22 Ford v. Roldan
151217/18 Francese v. Modern Kitchen & Bath
156585/20 Gabriel v. Siddeque
161537/23 Garcia v. Tk Elevator Corp. Et Al
157965/23 Gomez Burgos v. Pena
152234/23 Guzman v. Dejesus
151343/24 Haines v. Findley
151797/17 Hart v. Rodriguez
159388/21 Howard v. Costikyan, Inc. Et Al
653689/16 Huang v. Kopali Organics LLC
153260/22 James v. Allied Universal Security Services
150593/23 James v. Baxter
153574/24 Kanter v. Bevney
151733/23 Leiba v. Cb Livery Leasing LLC Et Al
154722/23 Leite Campos v. Khaliq
154762/23 Liu v. Pv Hldg. Corp. Et Al
157688/23 Lora v. Roadway Movers Inc Et Al
152167/20 Mills v. Polanco
160252/22 Morillo v. Con Ed Co. of New York, Inc. Et Al
152713/21 Najdek v. Mta Bus Co. Et Al
154015/20 Nicolisi v. Rivera
158901/23 Pereimyovvk v. Cedano
160846/23 Pinski v. Perez
154569/16 Pratts v. Wells
162748/15 Price v. Riverside Radio Dispatcher, Inc. Et Al
162411/23 Ripley v. Rojas
450208/24 Rivera v. Buriboev
150290/24 Rivera v. USA Wine West
156063/22 Rodriguez v. Madyun
160379/23 Rosario Cruz v. Singh
157985/23 Sands v. Ramirez- Lugo
159170/23 Segal v. Cruz
155343/23 Seigel v. Blumenfeld
157108/23 Slobodski v. Diaz
452002/16 Smith v. Jarbo
151613/24 Sognigbe v. Raza
161385/23 Soto v. Hossain
150618/20 Suarez v. Jakubowicz
450652/24 Taveras v. Flores Guzman
151982/23 Taylor v. Cooper
155218/24 Tejada v. Yang
158817/24 Tejada v. Taveras
156182/21 Vargas v. Dharma Mgt. Et Al
158452/21 Veras v. Cuestas
159013/23 Vindas v. Marks
157017/20 Washington v. Metro.
153368/23 Watts v. Bermudez
153081/23 Williams v. Diaz
159730/23 Wilson v. Alexander Wang, Inc. Et Al
152221/23 Yang v. Singh
154229/24 Zhagui-Zumba v. Gross

TUESDAY, JUNE 10

156280/24 Buckley v. Liberty Mutual Ins. Co.
158630/17 Caseres v. El Nuevo Sembrador, Inc.
151333/24 Farmer v. Cab East LLC. Et Al
156254/20 Garcia v. Nunez
153881/24 Song v. Santiago
154401/22 State Farm Mutual Automobile Ins. Co. A/s/o Rigoberto Henriquez v. Mitchell

Part MED-2

Justice Samuel E. Wilkenfeld
80 Centre Street
646-386-3689
Room 106

Early Settlement Part 1

Justice Miles J. Vigilante
80 Centre Street
Room 106

MONDAY, JUNE 9

160563/22 Addarich v. Essex Owners Corp. Et Al
150475/22 Bronner v. Central Consulting & Contracting, Inc. Et Al
154928/21 Clemente v. 746 Rlty. Corp.
160500/18 F. v. Trustees of Columbia
654420/22 Geronimo v. Elizabeth Seton Children's Rehabilitation Center Et Al
153791/22 J.K. v. Carter
159688/20 Jones v. Northern Manhattan Nursing Home, Inc. D/b/a Northern Manhattan Rehabilitation And Nursing Center Et Al
153700/20 Lara Calderon v. Gilbane Residential
152947/22 Lorocco v. 605 Third Ave. Fee LLC
161076/18 Moynihan v. 260 West Chelsea Park Rentals
161198/21 Nieves v. Pinnacle Contracting Concrete & Masonry Corp.
161031/18 Nunez v. Hispanic Society of
155238/19 Romain v. Trustees of Columbia
159639/20 Serrano v. 215 N 10 Partners LLC
154679/18 Walsh v. NYC
152579/20 Yakubova v. Y Zevzal 103-26 LLC

TUESDAY, JUNE 10

650450/18 350 East Houston Street v. Travelers Indemnity Co.
152121/21 Albano v. B'way. 57th/58th Retail
159599/20 Arias v. Gs 800 6th LLC
159509/18 Bowden v. Summit Glory Prop. LLC
153129/19 Covington v. Jp Morgan Chase & Co.
157480/21 Cuyo Sarco v. South Point Housing Dev. Fund Corp. Et Al
160181/20 Dineen v. Elysee Hotel
151179/16 Greater NY Mutual v. Harleysville Worcester
161478/21 Lamerique v. Columbia Univ. Et Al
157686/22 Lizardo v. Cvs Albany L.L.C. Et Al
159469/22 Madison Logic, Inc. v. Openlegacy Inc.
150268/20 Palley v. 500 East Ltd.
160450/20 Regato Precilla v. 2686-2690 B'way. LLC
154623/21 Roberts v. Barta Furniture Et Al
152872/20 Southers v. Emb Rlty. LLC
159620/20 Traina v. Macarthur
160636/19 Trela v. As Is
154106/22 Verizon NY Inc. v. Alba Services Inc.

Early Settlement Part 2

Justice Samuel E. Wilkenfeld
80 Centre Street
Room 106

MONDAY, JUNE 9

158844/23 Aiken v. Rasenack
150740/20 Alvarez v. Hanuszczak
157827/22 Bashir v. Abiola Alayode
155553/23 Blacksher v. Romanelli
451389/22 Brown v. Singleton
152739/21 Capellan v. Casiano
156224/22 Castillo v. Con Ed Et Al
162589/19 Castro v. Paulino
155144/20 Cento v. Zhong
159856/21 Content v. Rasier-Ny
150949/21 D.M.M. v. Marriott
153910/23 Dobson v. Sp Plus Corp. Et Al
158538/12 Fishman v. Bunty And Jyoti
151217/18 Francese v. Modern Kitchen & Bath
159388/21 Howard v. Costikyan, Inc. Et Al
154569/16 Pratts v. Wells
450208/24 Rivera v. Buriboev
452198/22 Small v. Metro-North Commuter Rail Road Co. Et Al
156182/21 Vargas v. Dharma Mgt. Et Al
158452/21 Veras v. Cuestas
157017/20 Washington v. Metro.
153368/23 Watts v. Bermudez

TUESDAY, JUNE 10

157547/16 Derobertis v. NYC

Part 27

Justice Denise M Dominguez
80 Centre Street
Phone 646-386-5625
Courtroom 289

Part 39

Justice James G. Clynes
80 Centre Street
Phone 646-386-3619
Room 307

MONDAY, JUNE 9

150593/19 Burks v. Hrces D/b/a C & R
154928/21 Clemente v. 746 Rlty. Corp.
152579/20 Yakubova v. Y Zevzal 103-26 LLC

TUESDAY, JUNE 10

650196/24 3i Lp v. Safety Shot, Inc.
152121/21 Albano v. B'way. 57th/58th Retail
155441/22 Colon v. Chesapeake Owners Corp. Et Al
157480/21 Cuyo Sarco v. South Point Housing Dev. Fund Corp. Et Al
161478/21 Lamerique v. Columbia Univ. Et Al
155809/21 Ramprashad v. 301-5 Seventh Ave. Corp. Et Al
154623/21 Roberts v. Barta Furniture Et Al
151737/19 Soares v. Parsons Brinckerhoff, Inc.

Part 41

Justice Nicholas W. Moyne
80 Centre Street
Phone 646-386-3984
Room 327

MONDAY, JUNE 9

651267/24 Sotheby's Financial Services California, Inc. v. Bighawk Beverages

TUESDAY, JUNE 10

651299/21 Arcadia I v. Haggerty
157479/23 Tubon Malucin v. Structure Tone

Motion

157479/23 Tubon Malucin v. Structure Tone

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, JUNE 9

450555/24 Maldonado Ordonez v. Suazo
300861/23 Rose v. Rose
350025/09 Roy v. Dash
365045/21 Shmoel v. Shmoel
302515/16 Taveras v. Taveras

Motion

350025/09 Roy v. Dash
365045/21 Shmoel v. Shmoel
302515/16 Taveras v. Taveras

TUESDAY, JUNE 10

365505/23 De Luca v. De Luca
305200/19 Duffy v. Defreitas
365078/23 Feinmark v. Scharf
305385/19 Goldstein v. Waynebern
320178/24 Lewkovitch v. Elgrabli
321415/23 Murphy v. Trabacchi
320594/21 Ramirez v. Carrasquillo
320798/24 Terminiello Marotta v. Marotta

Motion

365505/23 De Luca v. De Luca
305200/19 Duffy v. Defreitas
305385/19 Goldstein v. Waynebern
320178/24 Lewkovitch v. Elgrabli
320798/24 Terminiello Marotta v. Marotta

Part 73R Special Referee

Justice Diego Santiago
60 Centre Street
Room 354

Part 75R Special Referee

Justice Stephen S. Burzio
60 Centre Street
Room 240

MONDAY, JUNE 9

300500/11 Afridi v. Afridi

Part 81R Special Referee

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

Part 84R Special Referee

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

Court Calendars Continued On Page 18

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FOUNDATIONS

THE ANNUAL RETURN OF BLL Foundation For the calendar year ended 2025 is available at its principal office located at 510 Park Avenue New York, NY 10022 for inspection during regular business hours by any citizen who requests it within 180 days hereof. Principal Manager of the Foundation is Barbara G. Landau.
10038 ju9

THE ANNUAL RETURN OF BROWN BROTHERS HARRIMAN & CO. UNDERGRADUATE FUND. For the Fiscal year ended JULY 2024 is available at its principal office located at 140 BROADWAY, NEW YORK, NY 10005 for the inspection during regular business hours by any citizen who requests it within 180 days hereof. Principal Manager of the Foundation is SCOTT CLEMONS
10043 ju9

THE ANNUAL RETURN OF THE ANNA CAROLINA AND SOO KIM FOUNDATION For the calendar year ended December 31, 2024 is available at its principal office located at c/o Standard General, 767 Fifth Avenue, New York, NY 10153, 12th Floor for inspection during regular business hours by any citizen who requests it within 180 days hereof. Principal Manager of the Foundation is Soo Kim.
10039 ju9

LIMITED LIABILITY ENTITIES

THERAPY WITH KARINA MENTAL HEALTH COUNSELING PLLC, a Prof. LLC. Arts. of Org. filed with the SSNY on 05/22/2025. Office loc: Nassau County. SSNY has been designated as agent upon whom process against it may be served. SSNY shall mail process to: The PLLC, 2001 Grove Street, Wantagh, NY 11793. Purpose: To Practice The Profession Of Mental Health Counseling.
9686 ju2-M jy7

BRONX COMMUNITY MEDICINE INTEGRATED CARE PLLC. Filed with SSNY on 05/28/2025. Office location: Bronx County. SSNY designated as agent for process and shall mail to: 2700 GRAND CONCOURSE, STE 1, BRONX, NY 10458. Purpose: Medicine
10099 ju9-M jy14

GAIL MARINA GIUNTA MENTAL HEALTH COUNSELING, PLLC, a Prof. LLC. Arts. of Org. filed with the SSNY on 03/27/2025. Office loc: Westchester County. SSNY has been designated as agent upon whom process against it may be served. SSNY shall mail process to: The PLLC, 209 Walnut St, Floor 2, Peekskill, NY 10566. Purpose: To Practice The Profession Of Mental Health Counseling.
10087 ju9-M jy14

LAW OFFICE OF TRISTA L. BORRA, PLLC, a Prof. LLC. Arts. of Org. filed with the SSNY on 05/20/2025. Office loc: Nassau County. SSNY has been designated as agent upon whom process against it may be served. SSNY shall mail process to: The PLLC, 338 Jericho Tpke. Suite 176, Syosset, NY 11791. Purpose: To Practice The Profession Of Law.
10090 ju9-M jy14

Law Office Of Joel L. Goldenberg, PLLC Articles of Org. filed NY Sec. of State (SSNY) 3/31/25. Office in NY Co. SSNY desig. agent of LLC whom process may be served. SSNY shall mail process to 455 FDR Dr., Ste. B1503, NY, NY 10002. Purpose: To practice Law.
10097 ju9-M jy14

NOTICE OF FORMATION of 5Gambit Disputes New York PLLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 05/22/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: Kenneth A. Kanfer, Esq., Kanfer & Holtzer, LLP, 60 East 42nd St. Ste. 1521, New York, NY 10165. Purpose: to practice the profession of law.
10123 ju9-M jy14

NOTICE OF FORMATION of 123 WELLNESS ACUPUNCTURE PLLC. Arts of Org filed with Secy. of State of NY (SSNY) on 3/31/2025. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against PLLC to 55 Ludlow St, #4, New York, NY 10002. Purpose: any lawful act.
9586 J02 M Jy07

NOTICE OF FORMATION of Julie Newman, Licensed Mental Health Counselor, PLLC. Arts of Org filed with Secy. of State of NY (SSNY) on 4/24/2025. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against PLLC to 303 5th Ave, Ste 1308, New York, NY 10016. Purpose: any lawful act
9986 J09 M Jy14

LIMITED LIABILITY ENTITIES

NOTICE OF FORMATION of RESILIENT SUSTAINABLE HABITABLE PROGRESSIVE ARCHITECTURE PLLC. Arts of Org filed with Secy. of State of NY (SSNY) on 3/31/2025. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against PLLC to Tower 45, 120 West 45th St, Ste 2801, New York, NY 10036. Purpose: any lawful act.
9950 J09 M Jy14

NOTICE OF FORMATION of Speech Therapy Rehabilitation Services, PLLC. Arts of Org. filed with NY Secy of State (SSNY) on 5/13/25. Office location: Nassau County. SSNY is designated as agent of PLLC upon whom process against it may be served. SSNY shall mail process to: 2000 Marcus Ave, New Hyde Park, NY 11042. List of names and addresses of all original members and managers available from SSNY. Purpose: To practice the profession of speech-language pathology.
9696 ju2-M jy7

LIMITED LIABILITY ENTITIES

Formation of JC NEW YORK PROPERTY LLC filed with the Secy. of State of NY (SSNY) 5/22/2025. Office loc.: NY County. The principal business address is 157 W. 57th St., New York, NY 10019. SSNY is designated as agent of the LLC upon whom process against it may be served. The address SSNY shall mail process to Jeffery Hollowniczky, 1700 Market St., Ste. 3010, Philadelphia, PA 19103. Purpose: Any lawful activity.
9503 j2-M jy7

1766 INTERLAKE DRIVE LLC, Arts. of Org. filed with the SSNY on 05/27/2025. Office loc: Nassau County. SSNY has been designated as agent upon whom process against the LLC may be served. SSNY shall mail process to: The LLC, 664 Vernon Avenue, East Meadow, NY 11554. Purpose: Any Lawful Purpose.
9599 ju2M jy7

231 CONKLIN L.L.C., Arts. of Org. filed with the SSNY on 05/27/2025. Office loc: Nassau County. SSNY has been designated as agent upon whom process against the LLC may be served. SSNY shall mail process to: The LLC, 3 Stone Rd, Plainview, NY 11803. Purpose: Any Lawful Purpose.
9598 ju2-M jy7

877 BLENDWOOD DRIVE LLC, Arts. of Org. filed with the SSNY on 05/27/2025. Office loc: Nassau County. SSNY has been designated as agent upon whom process against the LLC may be served. SSNY shall mail process to: The LLC, 664 Vernon Avenue, East Meadow, NY 11554. Purpose: Any Lawful Purpose.
9600 ju2-M jy7

ARENA FARM LLC. Filed with SSNY on 05/20/2025. Office: New York County. SSNY designated as agent for process & shall mail to: 42 EAST 20TH ST, APT 5B, NEW YORK, NY 10003. Purpose: Any Lawful
9728 ju2-M jy7

Ascent Training Center, LLC filed Arts. of Org. with the Sect'y of State of NY (SSNY) on 4/8/2025. Office: Nassau County. SSNY has been designated as agent of the LLC upon whom process against it may be served and shall mail process to: The LLC, 781 Allwyn St, Baldwin, NY 11510. Purpose: any lawful act.
9689 ju2-M jy7

BERRIES NY 2 LLC. Filed with SSNY on 04/08/2025. Office: New York County. SSNY designated as agent for process & shall mail to: 58 W 8TH ST, WEST STORE, NY 10011. Purpose: Any Lawful
9726 ju2-M jy7

EVELYN ROSE VENTURES LLC. Filed with SSNY on 05/16/2025. Office: New York County. SSNY designated as agent for process & shall mail to: 301 E. 64TH ST UNIT 18B, NEW YORK, NY 10065. Purpose: Any Lawful
9730 ju2-M jy7

GREGPIERCONSULTING LLC. Filed with SSNY on 05/19/2025. Office: New York County. SSNY designated as agent for process & shall mail to: 127 W 96TH ST APT 5C, NEW YORK, NY 10025. Purpose: Any Lawful
9731 ju2-M jy7

HER ESSENCE DESIGNS LLC. Arts. of Org. filed with the SSNY on 05/22/25. Office: Bronx County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, c/o Karina Cruz, 146 Van Cortlandt Park S, Apartment 4R, Bronx, NY 10463. Purpose: Any lawful purpose.
9620 ju2-M jy7

LIMITED LIABILITY ENTITIES

JELEM DESIGNS MANAGEMENT LLC, Arts. of Org. filed with the SSNY on 05/28/2025. Office loc: Nassau County. SSNY has been designated as agent upon whom process against the LLC may be served. SSNY shall mail process to: The LLC, 109 Crescent Lane, Roslyn Heights, NY 11577. Purpose: Any Lawful Purpose.
9687 ju2-M jy7

JNAVAS ENTERPRISE LLC, Arts. of Org. filed with the SSNY on 05/27/2025. Office loc: Westchester County. SSNY has been designated as agent upon whom process against the LLC may be served. SSNY shall mail process to: The LLC, 131 S. Broadway, White Plains, NY 10605. Purpose: Any Lawful Purpose.
9602 ju2-M jy7

JN MANAGEMENT & CONSULTING GROUP LLC. Filed with SSNY on 01/16/2025. Office: New York County. SSNY designated as agent for process & shall mail to: 259 W 144TH ST APT 4G, NEW YORK, NY 10030. Purpose: Any Lawful
9732 ju2-M jy7

MAX CREATIVE SOLUTIONS LLC, Arts. of Org. filed with the SSNY on 01/27/2025. Office loc: Nassau County. SSNY has been designated as agent upon whom process against the LLC may be served. SSNY shall mail process to: The LLC, 2097 Central Drive South, East Meadow, NY 11554. Reg Agent: Daniel Tellerman, 2097 Central Drive South, East Meadow, NY 11554. Purpose: Any Lawful Purpose.
9603 ju2-M jy7

MAYWOOD NORSE LLC, Arts. of Org. filed with the SSNY on 05/28/2025. Office loc: Nassau County. SSNY has been designated as agent upon whom process against the LLC may be served. SSNY shall mail process to: The LLC, 2001 Marcus Avenue, Ste W183, Lake Success, NY 11042. Purpose: Any Lawful Purpose.
9622 ju2-M jy7

MVMH BARCHEF LLC. Arts. of Org. filed with the SSNY on 05/15/25. Office: New York County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, Davidoff Hutcher & Citron LLP, c/o Andreas Koutsoudakis, 605 Third Avenue, 34th Floor, New York, NY 10158. Purpose: Any lawful purpose.
9616 ju2-M jy7

MVMH LE PETIT BAKERY LLC. Arts. of Org. filed with the SSNY on 05/15/25. Office: New York County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, Davidoff Hutcher & Citron LLP, c/o Andreas Koutsoudakis, 605 Third Avenue, 34th Floor, New York, NY 10158. Purpose: Any lawful purpose.
9617 ju2-M jy7

MVMH LE PETIT VILLAGE LLC. Arts. of Org. filed with the SSNY on 05/15/25. Office: New York County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, Davidoff Hutcher & Citron LLP, c/o Andreas Koutsoudakis, 605 Third Avenue, 34th Floor, New York, NY 10158. Purpose: Any lawful purpose.
9618 ju2-M jy7

MVMH LOULOU LLC. Arts. of Org. filed with the SSNY on 05/15/25. Office: New York County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, Davidoff Hutcher & Citron LLP, c/o Andreas Koutsoudakis, 605 Third Avenue, 34th Floor, New York, NY 10158. Purpose: Any lawful purpose.
9619 ju2-M jy7

MY MAGICAL THREE LLC. Filed with SSNY on 01/16/2025. Office: New York County. SSNY designated as agent for process & shall mail to: 145 HUDSON ST, STE 404, NEW YORK, NY 10013. Purpose: Any Lawful
9727 ju2-M jy7

PAU HANA BERRIES LLC. Filed with SSNY on 04/03/2025. Office: New York County. SSNY designated as agent for process & shall mail to: 308 EAST 85TH ST, 1D, NEW YORK, NY 10028. Purpose: Any Lawful
9724 ju2-M jy7

Prime Equity Group LLC filed 5/2/25. Cty: New York. SSNY desig. for process & shall mail to: 404 E 55th St., #5E, NY, NY 10022. Purp: any lawful.
9738 ju2-M jy7

NOTICE OF FORMATION of ALBARE LLC. Arts of Org. filed with New York Secy of State (SSNY) on 5/20/25. Office location: New York County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 180 Montague St, Apt 30B, Brooklyn, NY 11201. Purpose: any lawful activity.
9692 ju2-M jy7

LIMITED LIABILITY ENTITIES

SHOO SHOO EAST LLC. Filed with SSNY on 05/22/2025. Office: New York County. SSNY designated as agent for process & shall mail to: 156 MOTT STREET UNIT #3, NEW YORK, NY 10013. Purpose: Any Lawful
9733 ju2-M jy7

SVJ VENTURES, LLC Art. Of Org. Filed Sec. of State of NY 5/28/2025. Off. Loc.: Nassau Co. Jeffrey Kutarnia designated as agent upon whom process may be served & shall mail proc.: 113 Intervale Ave., Farmingdale, NY 11735, USA. Purpose: Any lawful purpose.
9658 ju2-M jy7

T S SCOTT REALTY LLC. Filed with SSNY on 05/22/2025. Office: Bronx County. SSNY designated as agent for process & shall mail to: P.O. BOX 224, DEMAREST, NJ 08627. Purpose: Any Lawful
9736 ju2-M jy7

VESPER MANAGEMENT LLC. Filed with SSNY on 04/15/2025. Office: New York County. SSNY designated as agent for process & shall mail to: 515 MADISON AVE STE 1720, NEW YORK, NY 10022. Purpose: Any Lawful
9729 ju2-M jy7

169 SOUTH STREET LLC. Filed with SSNY on 05/01/2025. Office: Nassau County. SSNY designated as agent for process & shall mail to: 45 WEST MAIN ST, OYSTER BAY, NY 11771. Purpose: Any Lawful
10108 ju9-M jy14

24 CORNELL AVE LLC. Filed with SSNY on 05/14/2025. Office: Nassau County. SSNY designated as agent for process & shall mail to: 38 CORNELL AVE, HICKSVILLE, NY 11801. Purpose: Any Lawful
10104 ju9-M jy14

5H83 & 5H84 ACQUISITION LLC. Filed with SSNY on 01/27/2025. Office: Nassau County. SSNY designated as agent for process & shall mail to: 225 CROSSWAYS PARK DR, WOODBURY, NY 11797. Purpose: Any Lawful
10102 ju9-M jy14

5H85 ACQUISITION LLC. Filed with SSNY on 01/27/2025. Office: Nassau County. SSNY designated as agent for process & shall mail to: 225 CROSSWAYS PARK DR, WOODBURY, NY 11797. Purpose: Any Lawful
10103 ju9-M jy14

7P58 & 7P59 ACQUISITION LLC. Filed with SSNY on 01/27/2025. Office: Nassau County. SSNY designated as agent for process & shall mail to: 225 CROSSWAYS PARK DR, WOODBURY, NY 11797. Purpose: Any Lawful
10111 ju9-M jy14

ANNE PROSSER REALTY, LLC, Arts. of Org. filed with the SSNY on 06/04/2025. Office loc: Nassau County. SSNY has been designated as agent upon whom process against the LLC may be served. SSNY shall mail process to: Anne Prosser, 71 Midway Avenue, Locust Valley, NY 10506. Purpose: Any Lawful Purpose.
10088 ju9-M jy14

A Notice of Formation of Hospitality Brew LLC, Art. of Org. filed Secy. of State of NY (SSNY) on 1/3/2024. Office location: New York County. SSNY Designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to: The LLC, 312 E 9th St, New York, NY 10003. Purpose: any lawful activity.
8796 ju9-M jy14

BHG PUBLISHING, LLC, Arts. of Org. filed with the SSNY on 06/05/2025. Office loc: Westchester County. SSNY has been designated as agent upon whom process against the LLC may be served. SSNY shall mail process to: Republic Reg. Agent Svcs Inc., 54 State Street, Ste 804, Albany, NY 12207. Reg Agent: Republic Reg. Agent Svcs Inc., 54 State Street, Ste 804, Albany, NY 12207. Purpose: Any Lawful Purpose.
10082 ju9-M jy14

CHAOTIC GOOD DIGITAL PROJECTS, LLC, Arts. of Org. filed with the SSNY on 02/18/2025. Office loc: NY County. SSNY has been designated as agent upon whom process against the LLC may be served. SSNY shall mail process to: The LLC, 19 W 21st Street, Ste 1004, NY, NY 10010. Reg Agent: Jesse Coren, 19 W 21st Street, Ste 1004, NY, NY 10010. Purpose: Any Lawful Purpose.
10063 ju9-M jy14

NOTICE OF FORMATION of ESC (Education Sports Community) LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 05/13/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: the Company, 145 East 16th Street, #14L, New York, NY 10003, Attn: David Attanasio. Purpose: to utilize fantasy sports to teach students financial literacy and essential life skills.
9608 ju2-M jy7

LIMITED LIABILITY ENTITIES

INDEPENDENT COLUMBIA AVIATORS, LLC, Arts. of Org. filed with the SSNY on 06/03/2025. Office loc: Westchester County. SSNY has been designated as agent upon whom process against the LLC may be served. SSNY shall mail process to: Daniele Scarpazza, 10 Old Katonah Dr, Katonah, NY 10536. Purpose: Any Lawful Purpose.
10084 ju9-M jy14

INWOOD VITO LLC. Filed with SSNY on 03/04/2025. Office: New York County. SSNY designated as agent for process & shall mail to: 489 DAVIS AVE, STATEN ISLAND, NY 10310. Purpose: Any Lawful
10107 ju9-M jy14

LIGHTHOUSE PROPERTIES 2024 LLC. Filed with SSNY on 06/02/2024. Office: Nassau County. SSNY designated as agent for process & shall mail to: 82 MAIN ST STE #200, HUNTINGTON, NY 11743. Purpose: Any Lawful
10105 ju9-M jy14

MERRICK AVE PLAZA LLC. Filed with SSNY on 05/13/2025. Office: Nassau County. SSNY designated as agent for process & shall mail to: 1047A FRONT ST, UNIONDALE, NY 11553. Purpose: Any Lawful
10100 ju9-M jy14

MINDSET PARTNERS, LLC. Arts. of Org. filed with the SSNY on 05/28/25. Office: Nassau County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, 3463 Edgerton Avenue, Wantagh, NY 11793. Purpose: Any lawful purpose.
10093 ju9-M jy14

NICOLE FULLER CREATIVE LLC, Arts. of Org. filed with the SSNY on 05/13/2025. Office loc: NY County. SSNY has been designated as agent upon whom process against the LLC may be served. SSNY shall mail process to: The LLC, 39 E 20th Street, 9FL, NY, NY 10003. Purpose: Any Lawful Purpose.
10118 ju9-M jy14

ONE ELEVEN GROUP LLC. Arts. of Org. filed with the SSNY on 01/31/25. Office: New York County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, P.O. Box 3423, New York, NY 10163. Purpose: Any lawful purpose.
10095 ju9-M jy14

ONE ELEVEN GROUP LLC. Arts. of Org. filed with the SSNY on 01/31/25. Office: New York County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, P.O. Box 3423, New York, NY 10163. Purpose: Any lawful purpose.
10096 ju9-M jy14

SAFEHAVEN SOLUTIONS LLC. Arts. of Org. filed with the SSNY on 05/29/25. Office: Nassau County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, 11 Grace Avenue, Suite 405, Great Neck, NY 11021. Purpose: Any lawful purpose.
10094 ju9-M jy14

SU FAMILY 8 GRANT LLC, Arts. of Org. filed with the SSNY on 04/22/2025. Office loc: Nassau County. SSNY has been designated as agent upon whom process against the LLC may be served. SSNY shall mail process to: The LLC, 26 Beatrice Ln, Old Bethpage, NY 11804. Purpose: Any Lawful Purpose.
10089 ju9-M jy14

TCB RIVERHEAD LLC. Arts. of Org. filed with the SSNY on 05/14/25. Office: Nassau County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, c/o Burger Brothers Restaurant Group, Inc., Suite 221, Soundview Marketplace, Port Washington, NY 11050. Purpose: Any lawful purpose.
9965 ju9-M jy14

NOTICE OF FORMATION of Just Salad 20 Hudson Yards LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 05/27/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: the company, c/o Delaney Corporate Services, Ltd., 99 Washington Ave., Ste. 805A, Albany, NY 12210. Purpose: any lawful activities.
10132 ju9-M jy14

NOTICE OF FORMATION of L.R. FERRAND, LLC. Arts of Org filed with Secy. of State of NY (SSNY) on 5/13/2025. Office location: Nassau County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 75 Sheridan Avenue, Williston Park, NY 11596. Purpose: any lawful act.
10028 J09 M Jy14

LIMITED LIABILITY ENTITIES

WIDE COMFORT.COM LLC, Arts. of Org. filed with the SSNY on 06/02/2025. Office loc: Westchester County. SSNY has been designated as agent upon whom process against the LLC may be served. SSNY shall mail process to: The LLC, 81 Pondfield Rd., Bronxville, NY 10708. Purpose: Any Lawful Purpose.
10083 ju9-M jy14

NOTICE OF FORMATION of ALPHA BASE LLC. Arts of Org filed with Secy. of State of NY (SSNY) on 3/4/2025. Office location: BX County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 1459 82nd St, Brooklyn, NY 11228. Purpose: any lawful act.
8889 J02 M Jy07

NOTICE OF FORMATION of ANANDA COACHING LLC. Arts of Org filed with Secy. of State of NY (SSNY) on 12/5/2024. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 729 W 186th St, New York, NY 10033. R/A: US Corp Agents, Inc. 7014 13th Ave, #202, BK, NY 11228. Purpose: any lawful act.
9583 J02 M Jy07

NOTICE OF FORMATION of Daedalus Inventions LLC. Arts of Org filed with Secy. of State of NY (SSNY) on 8/9/23. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 447 E 57th St, Apt 1B, New York, NY 10022. Purpose: any lawful act.
9670 J02 M Jy07

NOTICE OF FORMATION of EMPOWER MANAGEMENT LLC. Arts of Org filed with Secy. of State of NY (SSNY) on 5/19/2025. Office location: Nassau County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 12 Wayaawi Ave, Bayville, NY 11709. Purpose: any lawful act.
9629 J02 M Jy07

NOTICE OF FORMATION of FIRST NAME UNKNOWN LLC. Arts of Org filed with Secy. of State of NY (SSNY) on 2/16/25. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 62-54 71st Street, Middle Village, NY 11379. Purpose: any lawful act.
6182 J02 M Jy07

Notice of formation of GTM ADVISORS LLC. Articles of organization filed with the Secretary of State of N.Y. (SSNY) on May 12, 2025. Office location: 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, 235 East 87th Street Apt 12L, New York, NY 10128. Purpose: Any lawful activity.
9671 J02 M Jy07

NOTICE OF FORMATION of HFBFD LLC. Arts of Org filed with Secy. of State of NY (SSNY) on 12/28/2021. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to Harlington Realty, 156A E 83rd St, New York, NY 10028. Purpose: any lawful act.
9634 J02 M Jy07

NOTICE OF FORMATION of IMPERIAL THREADS MENSWEAR, LLC. Arts of Org filed with Secy. of State of NY (SSNY) on 2/9/2024. Office location: Nassau County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 3649 Olinville Ave, Bronx, NY 10467. Purpose: any lawful act.
9579 J02 M Jy07

Notice of Formation of Triton Construction Residential, LLC. Articles of Organization filed with the Secretary of State of New York (SSNY) on 5/14/2025. Office location: New York County. SSNY has been designated as agent of the LLC upon whom process against it may be served. SSNY may mail a copy of any process to Westermann Sheehy Samaan & Gillespie LLP, Attention: David Westermann, Esq., 90 Merrick Avenue, Suite 802, East Meadow, NY 11554.
9757 J02 M Jy07

NOTICE OF FORMATION of AVLUMA LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 04/30/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served SSNY shall mail process to: KENNETH A. KANFER, ESQ., KANFER & HOLTZER, LLP, 60 E. 42ND ST., STE. 1521, NEW YORK,NY 1 0165, also the registered agent upon whom process may be served. Purpose: any lawful activities.
10050 ju9-M jy14

LIMITED LIABILITY ENTITIES

NOTICE OF FORMATION of SKYLYN PROPERTIES, LLC. Arts of Org filed with Secy. of State of NY (SSNY) on 4/27/2025. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 322 E 61st St, Apt 1A, New York, NY 10065. Purpose: any lawful act.
9615 J02 M Jy07

NOTICE OF FORMATION of Sora Solutions LLC. Arts of Org filed with Secy. of State of NY (SSNY) on 5/15/2025. Office location: Nassau County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 127 Jericho Tpke, Old Westbury, NY 11568. Purpose: any lawful act.
9697 J02 M Jy07

NOTICE OF FORMATION of Incredible Creative Events L.L.C. Arts of Org filed with Secy. of State of NY (SSNY) on 5/6/2025. Office location: BX County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 2446 Buck St, Apt#1, Bronx, NY 10461. R/A: US Corp Agents, Inc. 7014 13th Ave, #202, Brooklyn, NY 11228. Purpose: any lawful act.
9578 J02 M Jy07

Notice of Formation of VESSEL GLOBAL CAPITAL LLC. Org. filed with Sec. of State of NY (SSNY) on 01/03/2025. Office Loc: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 31 HUDSON YARDS, OFFICE 51, NEW YORK, NY 10001. Purpose: Any lawful activity.
9672 J02 M Jy07

NOTICE OF FORMATION of Angel Glow Group LLC. Arts of Org filed with Secy. of State of NY (SSNY) on 4/11/2025. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 447 Broadway 2nd Fl, #3000, New York, NY 10013. P/B/A: 700 W 178th St, #22, New York, NY 10033. Purpose: any lawful act.
9888 J09 M Jy14

NOTICE OF FORMATION of FlexiGrocer LLC. Arts of Org filed with Secy. of State of NY (SSNY) on 5/15/2025. Office location: Nassau County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 1010 Broadway, Suite A, Woodmere, NY 11598. Purpose: any lawful act.
9580 J09 M Jy14

NOTICE OF FORMATION OF Kono Studio LLC. Articles of Organization with the NY Department of State on April 25, 2025. Its office is located in New York County. The Secretary of State has been designated as agent of the Company upon whom process against it may be served, and a copy of any process shall be mailed to c/o ZenBusiness Inc., 41 State Street, Suite 112, Albany, NY 12207. Its purpose is any lawful business.
10035 J09 M Jy14

Notice of formation of limited liability company (LLC). Name: FUNNY FACE 35K LLC. Art. of Org. filed with Secretary of State of New York (SSNY) on 4/29/2025. NY office location: New York County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail a copy of any process against the LLC to 6 Georgetowne North, Greenwich, Connecticut 06831. Purpose: Any Lawful Purpose.
9954 J09 M Jy14

Notice of Formation of MERCO PROPERTY LLC. Art. Of Org. filed with Sec. of State of NY (SSNY) on 05/21/2025. Office Loc.: Nassau County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 309 CONTINENTAL DR, NEW HYDE PARK, NY 11040. Purpose: Any lawful activity.
9673 J02 M Jy07

NOTICE OF QUALIFICATION of KBKG, LLC. Authority filed with Secy. of State of NY (SSNY) on 05/13/2025. Office location: New York County. LLC formed in Delaware (DE) on 12/29/2023. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 31248 Oak Crest Drive, Suite 200, Westlake Village, CA 91361, Attn: Eric S. Jones. Address required to be maintained in DE: 9 East Loockerman St., Ste. 311, Dover, DE 19901. Arts of Org. filed with the DE Secy. of State, 401 Federal St., Ste. 4, Dover, DE 19901. Purpose: any lawful activities.
9611 ju2-M jy7

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SALES

NOTICE OF SALE

SUPREME COURT COUNTY OF BRONX Bank of America, N.A., Plaintiff AGAINST Chancy Marsh, Gayla Marsh, et al., Defendant(s) Pursuant to a Judgment of Foreclosure and Sale duly entered November 25, 2019, I, the undersigned Referee will sell at public auction at the Courtroom 711, Bronx County Supreme Court, 851 Grand Concourse, Bronx, NY on July 7, 2025 at 2:15 PM, premises known as 2319 Prospect Avenue, Bronx, NY 10458. 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: 3102, Lot: 54. Approximate amount of judgment $834,619.21 plus interest and costs. Premises will be sold subject to provisions of filed Judgment Index #32958/2016E. For sale information, please contact XOME at www.xome.com or call (844) 400-9633. Steven J. Baker, Esq., Referee Frenkel Lambert Weisman & Gordon, LLP 53 Gibson Street Bay Shore, NY 11706 01-082853-F00 85514
9268 ju9-M ju30

LIMITED LIABILITY ENTITIES

REGAL ALCHEMY LLC. Filed with SSNY on 04/07/2025. Office: New York County. SSNY designated as agent for process & shall mail to: 76 MADISON AVE, APT. 3C, NEW YORK, NY 10016. Purpose: Any Lawful
9725 ju2-M jy7

INDEPENDENT COLUMBIA AVIATORS, LLC, Arts. of Org. filed with the SSNY on 06/03/2025. Office loc: Westchester County. SSNY has been designated as agent upon whom process against the LLC may be served. SSNY shall mail process to: Daniele Scarpazza, 10 Old Katonah Dr, Katonah, NY 10536. Purpose: Any Lawful Purpose.
10084 ju9-M jy14

TRIFONT PURDY 38 LLC, Arts. of Org. filed with the SSNY on 06/03/2025. Office loc: Westchester County. SSNY has been designated as agent upon whom process against the LLC may be served. SSNY shall mail process to: Mark Fonte, 1955 Central Park Ave, Yonkers, NY 10710. Purpose: Any Lawful Purpose.
10085 ju9-M jy14

TRIFONT PURDY 40 LLC, Arts. of Org. filed with the SSNY on 06/03/2025. Office loc: Westchester County. SSNY has been designated as agent upon whom process against the LLC may be served. SSNY shall mail process to: Mark Fonte, 1955 Central Park Ave, Yonkers, NY 10710. Purpose: Any Lawful Purpose.
10086 ju9-M jy14

NOTICE OF FORMATION of North Star Studios LLC. Arts. of Org filed with Secy. of State of NY (SSNY) on 5/19/25. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 301 W 55th St, Unit 4, New York, NY 10019. Purpose: any lawful act.
9688 J09 M Jy14

NOTICE OF FORMATION of Rivera Counseling LLC. Arts. of Org filed with Secy. of State of NY (SSNY) on 4/9/2025. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to Priscila Rivera, 128 Fort Washington Ave, New York, NY 10032. Purpose: any lawful act.
9995 J09 M Jy14

NOTICE OF FORMATION of Ruffino Construction Consultants LLC. Arts of Org filed with Secy. of State of NY (SSNY) on 4/11/2025. Office location: Nassau County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 67 Carman Ave, East Rockaway, NY 11518. R/A: US Corp Agents, Inc. 7014 13th Ave, #202, BK, NY 11228. Purpose: any lawful act.
8814 J09 M Jy14

NOTICE OF FORMATION of 709 225 West 86 LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 05/13/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: Registered Agents Inc., 418 Broadway, Suite R, Albany, NY 12207. Purpose: any lawful activities.
9605 ju2-M jy7

NOTICE OF FORMATION of 811 Lex LLC. Arts of Org. filed with New York Secy of State (SSNY) on 5/21/25. Office location: New York County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 650 E. Palisade Ave, Ste #2314, Englewood Cliffs, NJ 07632. Purpose: any lawful activity.
9691 ju2-M jy7

NOTICE OF FORMATION of Beacon Practice Management, LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 05/09/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 225 Cherry St., Apt. 69E, New York, NY 10002. Purpose: any lawful activities.
9606 ju2-M jy7

NOTICE OF QUALIFICATION of COMM 2014-UBS4 FIFTH AVENUE, LLC. Authority filed with NY Secy of State (SSNY) on 5/12/25. Office location: New York County. LLC formed in Delaware (DE) on 5/5/25. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty St, NY, NY 10005. DE address of LLC: 1209 Orange St, Wilmington, DE 19801. Cert. of Formation filed with DE Secy of State, 401 Federal St, Ste 4, Dover, DE 19901. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty St, NY, NY 10005. Purpose: any lawful activity.
9705 ju2-M jy7

LIMITED LIABILITY ENTITIES

NOTICE OF FORMATION of GF Syosset LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 05/13/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: the Company, 137 Riverside Drive, Apt. 6B, New York, NY 10024, Attn: Marc D. Slayton. Purpose: any lawful activities.
9610 ju2-M jy7

NOTICE OF FORMATION of Lycee47 LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 04/14/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: the Company, c/o Delaney Corporate Services, Ltd., 99 Washington Ave., Ste. 805A, Albany, NY 12210. Purpose: any lawful activities.
9626 ju2-M jy7

NOTICE OF FORMATION of MM105 LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 05/14/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 17 State Street, Suite 630, New York, NY 10004. Purpose: any lawful activities.
9611 ju2-M jy7

NOTICE OF FORMATION of MM105 LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 05/14/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 17 State Street, Suite 630, New York, NY 10004. Purpose: any lawful activities.
9621 ju2-M jy7

NOTICE OF FORMATION of PARKER18 LLC. Arts of Org. filed with NY Secy of State (SSNY) on 5/15/25. Office location: New York County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty St, NY, NY 10005. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty St, NY, NY 10005. Purpose: any lawful activity.
9719 ju2-M jy7

NOTICE OF FORMATION of RETROGRAPHY LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 01/07/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: RETROGRAPHY LLC, 28 Rutgers St., Apt. B, New York, NY 10002. Purpose: any lawful activities.
9612 ju2-M jy7

NOTICE OF FORMATION of RSS SIG CRE 2023 - NY RI, LLC. Arts of Org. filed with NY Secy of State (SSNY) on 5/14/25. Office location: New York County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty St, NY, NY 10005. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty St, NY, NY 10005. Purpose: any lawful activity.
9721 ju2-M jy7

NOTICE OF QUALIFICATION of GPLC Holdco LLC. Authority filed with NY Secy of State (SSNY) on 5/15/25. Office location: New York County. LLC formed in Delaware (DE) on 4/24/25. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty St, NY, NY 10005. DE address of LLC: 1209 Orange St, Wilmington, DE 19801. Cert. of Formation filed with DE Secy of State, 401 Federal St. Ste 4, Dover, DE 19901. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty St, NY, NY 10005. Purpose: any lawful activity.
9710 ju2-M jy7

NOTICE OF FORMATION of 212 PUBLISHING LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 04/05/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 228 PARK AVE S #365936, NEW YORK, NY 10003. Name and address of the registered agent upon whom process may be served: REGISTERED AGENTS INC., 418 BROADWAY, STE R, ALBANY, NY, 12207. Purpose: any lawful activities.
10121 ju9-M jy14

NOTICE OF FORMATION of 235 W 75TH 810 2025, LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 03/14/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 235 West 75th Unit 810, New York, NY 10023. Purpose: any lawful activities.
10049 ju9-M jy14

NOTICE OF FORMATION of 25 Sunset Drive LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 5/23/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 1 Gracie Sq./ Unit 11, New York, NY 10028. Purpose: any lawful activities.
10122 ju9-M jy14

NOTICE OF FORMATION of 8764 LITTLE NECK PARKWAY LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 05/15/2025. Office location: Nassau County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: MIRIAM SHEVLIN, 402 ARGYLE RD, MINEOLA, NY 11501. Purpose: any lawful activities.
10062 ju9-M jy14

NOTICE OF FORMATION of Colby & Company I LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 05/22/2025. Office location: Nassau County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 148 Sweet Hollow Rd., Old Bethpage, NY 11804. Purpose: any lawful activities.
10059 ju9-M jy14

LIMITED LIABILITY ENTITIES

NOTICE OF FORMATION of EDGE EFFECT MEDIA LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 05/21/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: the Company, c/o Jessica Applebaum, 200 West 90th St., Apt. 11B, New York, NY 10024. Purpose: any lawful activities.
10052 ju9-M jy14

NOTICE OF FORMATION of FABERJAY, LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 05/16/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: c/o The Law Offices of Kyle M. Halperin, PLLC, 27 East 21st St., 9th Fl., New York, NY 10010. Purpose: any lawful activities.
10053 ju9-M jy14

NOTICE OF FORMATION of JKGM LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 05/28/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: THE LLC, 340 EAST 23RD ST., 3K, NEW YORK, NY 10010. Purpose: any lawful activities.
10131 ju9-M jy14

NOTICE OF FORMATION of Lycee47 LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 04/14/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: the Company, c/o Delaney Corporate Services, Ltd., 99 Washington Ave., Ste. 805A, Albany, NY 12210. Purpose: any lawful activities.
10054 ju9-M jy14

NOTICE OF FORMATION of Manitou Holdings LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 05/22/2025. Office location: Nassau County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 148 Sweet Hollow Rd., Old Bethpage, NY 11804. Purpose: any lawful activities.
10060 ju9-M jy14

NOTICE OF FORMATION of MESA CP 1 LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 05/22/2025. Office location: Nassau County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 148 Sweet Hollow Road, Old Bethpage, New York 11804. Purpose: any lawful activities.
10061 ju9-M jy14

NOTICE OF FORMATION of Rally Wave Capital LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 05/19/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: Gal Raly, 441 E. 20th St., Apt. 4F, New York, NY 10010. Purpose: any lawful activities.
10055 ju9-M jy14

NOTICE OF FORMATION of RER2 LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 05/20/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: c/o 100 Barclay St., Apt. 30B, New York, NY 10007. Purpose: any lawful activities.
10057 ju9-M jy14

NOTICE OF FORMATION of Tice Chrystie Entertainment, LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 05/15/2025. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 215 Chrystie St., Apt., 26W, New York, NY 10002. Purpose: any lawful activities.
10058 ju9-M jy14

LIMITED LIABILITY ENTITIES

GOODING & COMPANY, LLC, Fictitious Name: GOODING CHRISTIE'S, LLC. Filed with SSNY on 05/13/2025. Formed in CA on 09/25/2003. Office: New York County. SSNY designated as agent for process & shall mail to: 99 WASHINGTON AVE, STE 700, ALBANY, NY 12260. CA SOS: 1500 11th St, Sacramento, CA 95814. Purpose: any lawful
9735 ju2-M jy7

Notice of Qual. of LENDL CONSULTING LLC, Authority filed with the SSNY on 06/04/2025. Office loc: Nassau County. LLC formed in NJ on 06/02/2025. SSNY is designated as agent upon whom process against the LLC may be served. SSNY shall mail process to: The LLC, 230 Kings Highway East, Ste 112, Haddonfield, NJ 08033. Address required to be maintained in NJ: 230 Kings Highway East, Ste 112, Haddonfield, NJ, 08033. Cert of Formation filed with NJ Dept. of Treasury, Div. of Rev., Comm. Recordings, 225 W. State St., PO Box 308, Trenton, NJ 08625. Purpose: Any Lawful Purpose.
10091 ju9-M jy14

MICROSOL RESOURCES, LLC. Filed with SSNY on 05/16/2025. Formed in DE on 04/22/2025. Office: New York County. SSNY designated as agent for process & shall mail to: 7000 CENTRAL PKWY STE 1530, ATLANTA, GA 30328. DE SOS: 401 Federal St #4, Dover, DE 19901. Purpose: any lawful
9723 ju2-M jy7

NOTICE OF FORMATION of FIRST NATIONWIDE TITLE SERVICES, LLC. Arts of Org. filed with NY Secy of State (SSNY) on 4/28/25. Office location: Nassau County. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty St, NY, NY 10005. The name and address of the Reg. Agent is C T Corporation, 28 Liberty St, NY, NY 10005. Purpose: any lawful activity.
9695 ju2-M jy7

LIMITED LIABILITY ENTITIES

NOTICE OF QUALIFICATION of Frayed Knot Collective LLC. Application for Authority filed with Secy. of State of NY (SSNY) on 3/19/2025. Office location: New York County. LLC formed in Arizona (AZ) on 5/28/2024. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to 4650 E Cotton Center Blvd, #200, Phoenix, AZ 85040. AZ address of LLC: 609 W Sparrow Pl, Chandler, AZ 85286. Cert. of Formation filed with AZ Secy. of State, 1300 W. Washington St, Phoenix, AZ 85007. Purpose: any lawful activity.
9669 J02 M Jy07

NOTICE OF QUALIFICATION of KHYAN RAYSHAWN LAWSON LLC. Application for authority filed with NY Secy of State (SSNY) on 9/16/2024. Office location: NY County. LLC formed in DE on 4/1/2024. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to 353 Beach 57th St, APT#3D, Arverne, NY 11692. LLC address in DE: 919 N Market St, Ste 950, Wilmington, DE 19801. Cert. of Formation filed with DE Secy of State, 401 Federal St, Ste 4, Dover, DE 19901. Purpose: any lawful activity.
9539 J02 M Jy07

Notice of Qualification of 190 OGB REALTY LLC. App. For Auth. filed with Secy of State of NY (SSNY) on 5/6/2025. Office location: NY County. LLC formed in Florida (FL) on 5/28/2024. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 190 OGB REALTY LLC, 241 W. 37th Street, New York, NY 10018. FL address of LLC: 3540 N 34th Ave, Hollywood, FL 33021. Arts of Org filed with FL Secy of State, 2415 N. Monroe Street, Suite 8107, Tallahassee. FL 32303. Purpose: any lawful activity.
9990 J09 M Jy14

NOTICE OF QUALIFICATION of 375 Lafayette Ground Lessee LLC. Authority filed with NY Secy of State (SSNY) on 5/20/25. Office location: New York County. LLC formed in Delaware (DE) on 5/19/25. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty St, NY, NY 10005. DE address of LLC: 1209 Orange St, Wilmington, DE 19801. Cert. of Formation filed with DE Secy of State, 401 Federal St. Ste 4, Dover, DE 19901. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty St, NY, NY 10005. Purpose: any lawful activity.
9698 ju2-M jy7

NOTICE OF QUALIFICATION of ASC Accurate Fire Equipment, LLC. Authority filed with NY Secy of State (SSNY) on 5/15/25. Office location: New York County. LLC formed in Delaware (DE) on 5/14/25. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty St, NY, NY 10005. DE address of LLC: 1209 Orange St, Wilmington, DE 19801. Cert. of Formation filed with DE Secy of State, 401 Federal St. Ste 4, Dover, DE 19901. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty St, NY, NY 10005. Purpose: any lawful activity.
9699 ju2-M jy7

NOTICE OF QUALIFICATION of AVDG, LLC. Authority filed with NY Secy of State (SSNY) on 5/16/25. Office location: New York County. LLC formed in Delaware (DE) on 11/29/17. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty St, NY, NY 10005. DE address of LLC: 1209 Orange St, Wilmington, DE 19801. Cert. of Formation filed with DE Secy of State, 401 Federal St, Ste 4, Dover, DE 19901. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty St, NY, NY 10005. Purpose: any lawful activity.
9700 ju2-M jy7

NOTICE OF QUALIFICATION of BIOLIFE, L.L.C. Authority filed with NY Secy of State (SSNY) on 5/13/25. Office location: New York County. LLC formed in Florida (FL) on 10/22/99. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty St, NY, NY 10005. FL address of LLC: 8163 25th Ct E., Sarasota, FL 34243. Cert. of Formation filed with FL Secy of State, 2415 N. Monroe St, Ste 810, Tallahassee, FL 32303. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty St, NY, NY 10005. Purpose: any lawful activity.
9701 ju2-M jy7

NOTICE OF QUALIFICATION of CC Interholdings LLC. Authority filed with NY Secy of State (SSNY) on 5/15/25. Office location: New York County. LLC formed in Delaware (DE) on 12/4/24. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty St, NY, NY 10005. DE address of LLC: 1209 Orange St, Wilmington, DE 19801. Cert. of Formation filed with DE Secy of State, 401 Federal St. Ste 4, Dover, DE 19901. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty St, NY, NY 10005. Purpose: any lawful activity.
9703 ju2-M jy7

NOTICE OF QUALIFICATION of Camp Moniker Mezz, LLC. Authority filed with Secy. of State of NY (SSNY) on 05/27/2025. Office location: New York County. LLC formed in Delaware (DE) on 05/20/2025. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 555 Fifth Ave., 16th Fl., New York, NY 10017. Address required to be maintained in DE: Agents and Corporations, Inc., 1201 Orange St., Ste. 600, Wilmington, DE 19801. Arts of Org. filed with the Secy. of State, 401 Federal St., Dover, DE 19901. Purpose: any lawful activities.
10126 ju9-M jy14

LIMITED LIABILITY ENTITIES

NOTICE OF QUALIFICATION of CLEAN ROOMS WEST LLC. Authority filed with Secy. of State of NY (SSNY) on 02/13/2025. Office location: New York County. LLC formed in Delaware (DE) on 03/28/2025. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: FILEJET INC., 42 BROADWAY, FL. 12, STE. 12-300, NEW YORK, NY 10004. Address required to be maintained in DE: 300 DELAWARE AVE., STE. 210F, WILMINGTON, DE 19801. Arts of Org. filed with JEFFREY W. BULLOCK, SECY. OF STATE, JOHN G. TOWNSEND BLVD., 401 FEDERAL ST., STE. 4, DOVER, DE 19901. Purpose: any lawful activities.
9625 ju2-M jy7

NOTICE OF QUALIFICATION of C Owner LLC. Authority filed with NY Secy of State (SSNY) on 5/15/25. Office location: New York County. LLC formed in Delaware (DE) on 4/1/25. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty St, NY, NY 10005. DE address of LLC: 1209 Orange St, Wilmington, DE 19801. Cert. of Formation filed with DE Secy of State, 401 Federal St. Ste 4, Dover, DE 19901. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty St, NY, NY 10005. Purpose: any lawful activity.
9702 ju2-M jy7

NOTICE OF QUALIFICATION of Cyrkon Solar LLC. Authority filed with Secy. of State of NY (SSNY) on 05/08/2025. Office location: New York County. LLC formed in Wyoming (WY) on 09/30/2024. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 50 W 30th St., Apt. 4E, New York, NY 10001. also the address of the principal office.: . Arts of Org. filed with the Secy. of State, 122 W 25th St., Ste. 100, Cheyenne, WY 82002. Purpose: any lawful activities.
9607 ju2-M jy7

NOTICE OF QUALIFICATION of DIRECT CUSTOMER SOLUTIONS, LLC. Authority filed with NY Secy of State (SSNY) on 5/20/25. Office location: New York County. LLC formed in Tennessee (TN) on 7/23/19. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty St, NY, NY 10005. TN address of LLC: 4277 Highway 412 S, Bells, TN 38006. Cert. of Formation filed with TN Secy of State, 312 Rosa L. Parks Ave., FL 6, William R. Snodgrass Tower, Nashville, TN 37243. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty St, NY, NY 10005. Purpose: any lawful activity.
9706 ju2-M jy7

NOTICE OF QUALIFICATION of EVERVIEW PARTNERS REAL ESTATE FUND BLOCKER I, L.L.C.. Authority filed with NY Secy of State (SSNY) on 5/16/25. Office location: New York County. LLC formed in Delaware (DE) on 5/15/25. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty St, NY, NY 10005. DE address of LLC: 1209 Orange St, Wilmington, DE 19801. Cert. of Formation filed with DE Secy of State, 401 Federal St. Ste 4, Dover, DE 19901. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty St, NY, NY 10005. Purpose: any lawful activity.
9709 ju2-M jy7

NOTICE OF QUALIFICATION of GPLC Member LLC. Authority filed with NY Secy of State (SSNY) on 5/15/25. Office location: New York County. LLC formed in Delaware (DE) on 4/24/25. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty St, NY, NY 10005. DE address of LLC: 1209 Orange St, Wilmington, DE 19801. Cert. of Formation filed with DE Secy of State, 401 Federal St. Ste 4, Dover, DE 19901. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty St, NY, NY 10005. Purpose: any lawful activity.
9711 ju2-M jy7

NOTICE OF QUALIFICATION of GPLC Owner LLC. Authority filed with NY Secy of State (SSNY) on 5/15/25. Office location: New York County. LLC formed in Delaware (DE) on 4/24/25. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty St, NY, NY 10005. DE address of LLC: 1209 Orange St, Wilmington, DE 19801. Cert. of Formation filed with DE Secy of State, 401 Federal St. Ste 4, Dover, DE 19901. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty St, NY, NY 10005. Purpose: any lawful activity.
9712 ju2-M jy7

NOTICE OF QUALIFICATION of GROUP TRAVEL ODYSSEY LLC. Authority filed with NY Secy of State (SSNY) on 10/8/24. Office location: New York County. LLC formed in Florida (FL) on 4/23/13. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: P.O.BOX 611, Oakland, FL 34760. FL address of LLC: 301 S. Tubb St, Ste. H1, Oakland, FL 34760. Cert. of Formation filed with FL Secy of State, 500 Bronough St, Tallahassee, FL 32399. Purpose: any lawful activity.
9713 ju2-M jy7

NOTICE OF QUALIFICATION of MASCARENE PARTNERS HOLDINGS GP LLC. Authority filed with NY Secy of State (SSNY) on 5/13/25. Office location: New York County. LLC formed in Delaware (DE) on 5/8/25. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty St, NY, NY 10005. DE address of LLC: 131 Continental Dr., Ste 305, Newark, DE 19713. Cert. of Formation filed with DE Secy of State, 401 Federal St, Ste 4, Dover, DE 19901. Purpose: any lawful activity.
9715 ju2-M jy7

LIMITED LIABILITY ENTITIES

NOTICE OF QUALIFICATION of Hop Lun (US) LLC. Authority filed with NY Secy of State (SSNY) on 5/7/25. Office location: New York County. LLC formed in Delaware (DE) on 12/1/23. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty St, NY, NY 10005. DE address of LLC: 1209 Orange St, Wilmington, DE 19801. Cert. of Formation filed with DE Secy of State, 401 Federal St. Ste 4, Dover, DE 19901. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty St, NY, NY 10005. Purpose: any lawful activity.
9714 ju2-M jy7

NOTICE OF QUALIFICATION of NBC LLC. The fictitious name is NBC East, LLC. Authority filed with N.Y.S. Department of State ("NY DOS") on 5/13/25. Office location: New York County. LLC formed in Delaware (DE) on 5/9/25. NY DOS is designated as agent of LLC upon whom process against it may be served. NY DOS shall mail process to: c/o CT Corporation System, 28 Liberty St, NY, NY 10005. DE address of LLC: 1201 N. Market St, Ste 1000, Wilmington, DE 19801. Cert. of Formation filed with DE Secy of State, 401 Federal St. Ste 4, Dover, DE 19901. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty St, NY, NY 10005. Purpose: any lawful activity.
9717 ju2-M jy7

NOTICE OF QUALIFICATION of Netflix Attractions, LLC. Authority filed with NY Secy of State (SSNY) on 5/21/25. Office location: New York County. LLC formed in Delaware (DE) on 9/24/24. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty St, NY, NY 10005. DE address of LLC: 1209 Orange St, Wilmington, DE 19801. Cert. of Formation filed with DE Secy of State, 401 Federal St. Ste 4, Dover, DE 19901. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty St, NY, NY 10005. Purpose: any lawful activity.
9718 ju2-M jy7

NOTICE OF QUALIFICATION of PIC Staffing, LLC. Authority filed with NY Secy of State (SSNY) on 5/5/25. Office location: New York County. LLC formed in Washington (WA) on 3/7/25. SSNY is designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 28 Liberty St, NY, NY 10005. WA address of LLC: 1180 NW Maple St, Ste 200, Issaquah, WA 98027. Cert. of Formation filed with WA Secy of State, 801 Capitol Way S., Olympia, WA 98504. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty St, NY, NY 10005. Purpose: any lawful activity.
9720 ju2-M jy7

NOTICE OF QUALIFICATION of Relay Delivery, LLC. Authority filed with Secy. of State of NY (SSNY) on 05/14/2025. Office location: New York County. LLC formed in Delaware (DE) on 02/15/2024. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 4 World Trade Center, 150 Greenwich St., 57th Fl., New York, NY 10007. Address required to be maintained in DE: 3500 South Dupont Hwy., Dover, DE 19901. Arts of Org. filed with the DE Secy. of State, Townsend Bldg., 401 Federal St., Ste. 4, Dover, DE 19901. Purpose: any lawful activities.
9627 ju2-M jy7

NOTICE OF QUALIFICATION of Soma Capital Management, LLC. Authority filed with Secy. of State of NY (SSNY) on 05/08/2025. Office location: New York County. LLC formed in Delaware (DE) on 03/09/2015. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: c/o Registered Agents Inc., 418 Broadway, STE R, Albany, NY 12207. Address required to be maintained in DE: 8 The Green, STE R, Dover, DE 19901. Arts of Org. filed with The DE Sec'ty of State, Dept. of Corporations, 401 Federal St., Ste. 4, Dover, DE 19901.Purpose: any lawful activities.
9613 ju2-M jy7

NOTICE OF QUALIFICATION of Camp Moniker Holdings, LLC. Authority filed with Secy. of State of NY (SSNY) on 05/27/2025. Office location: New York County. LLC formed in Delaware (DE) on 05/20/2025. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 555 Fifth Ave., 16th Fl., New York, NY 10017. Address required to be maintained in DE: Agents and Corporations, Inc., 1201 Orange St., Ste 600, Wilmington, DE 19801. Arts of Org. filed with the Secy. of State, 401 Federal St., Dover, DE 19901. Purpose: any lawful activities.
10125 ju9-M jy14

NOTICE OF FORMATION of ROBBY PRODUCTIONS & EVENTS, LLC. Arts of Org filed with Secy. of State of NY (SSNY) on 7/15/2024. Office location: BX County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 736 Alleton Ave, Ste 204, Bronx, NY 10467. Purpose: any lawful act.
9582 J09 M Jy14

LIMITED LIABILITY ENTITIES

NOTICE OF QUALIFICATION of Camp Moniker Property Owner, LLC. Authority filed with Secy. of State of NY (SSNY) on 05/27/2025. Office location: New York County. LLC formed in Delaware (DE) on 05/20/2025. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 555 Fifth Ave., 16th Fl., New York, NY 10017. Address required to be maintained in DE: Agents and Corporations, Inc., 1201 Orange St., Ste 600, Wilmington, DE 19801. Arts of Org. filed with the Secy. of State, 401 Federal St., Dover, DE 19901. Purpose: any lawful activities.
10128 ju9-M jy14

NOTICE OF QUALIFICATION of Camp Moniker QOZB, LLC. Authority filed with Secy. of State of NY (SSNY) on 05/27/2025. Office location: New York County. LLC formed in Delaware (DE) on 05/20/2025. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 555 Fifth Ave., 16th Fl., New York, NY 10017. Address required to be maintained in DE: Agents and Corporations, Inc., 1201 Orange St., Ste. 600, Wilmington, DE 19801. Arts of Org. filed with the Secy. of State, 401 Federal St., Dover, DE 19901. Purpose: any lawful activities.
10129 ju9-M jy14

NOTICE OF QUALIFICATION of PCB Real Estate Investing LLC. Authority filed with Secy. of State of NY (SSNY) on 05/27/2025. Office location: New York County. LLC formed in Texas (TX) on 07/12/2024. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 5 Union Square West, FRNT 1, #1087, New York, NY 10003. Address required to be maintained in TX: 10601 Clarence Dr., Ste 250, Frisco, TX 75033. Arts of Org. filed with the Secy. of State, Corporations Section, P.O. Box 13697, Austin, TX 78711-3697. Purpose: any lawful activities.
10133 ju9-M jy14

NOTICE OF QUALIFICATION of Relay Delivery, LLC. Authority filed with Secy. of State of NY (SSNY) on 05/14/2025. Office location: New York County. LLC formed in Delaware (DE) on 02/15/2024. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 4 World Trade Center, 150 Greenwich St., 57th Fl., New York, NY 10007. Address required to be maintained in DE: 3500 South Dupont Hwy., Dover, DE 19901. Arts of Org. filed with the DE Secy. of State, Townsend Bldg., 401 Federal St., Ste. 4, Dover, DE 19901. Purpose: any lawful activities.
10056 ju9-M jy14

LIMITED LIABILITY ENTITIES

SIMONSEN SUSSMAN LLP. Filed with SSNY on 05/19/2025. Office location: New York County. SSNY designated as agent for process and shall mail to: 84-35 62ND DR #T64, NEW YORK, NY 11379. Purpose: Any Lawful
9734 ju2-M jy7

LIMITED LIABILITY ENTITIES

NOTICE OF QUALIFICATION of EVERVIEW PARTNERS REAL ESTATE FUND AGGREGATOR I, L.P.. Authority filed with NY Secy of State (SSNY) on 5/16/25. Office location: New York County. LP formed in Delaware (DE) on 5/15/25. SSNY is designated as agent of LP upon whom process against it may be served. SSNY shall mail process to: 28 Liberty St, NY, NY 10005. DE address of LP: 1209 Orange St, Wilmington, DE 19801. List of names and addresses of all general partners available from SSNY. The name and address of the Reg. Agent is C T Corporation System, 28 Liberty St, NY, NY 10005. Cert. of Limited Partnership filed with DE Secy of State, 401 Federal St, Ste 4, Dover, DE 19901. Purpose: any lawful activity.
9708 ju2-M jy7

NOTICE OF QUALIFICATION of MASCARENE PARTNERS HOLDINGS LP. The fictitious name is MASCARENE PARTNERS HOLDINGS L.P. Authority filed with NY Secy of State (SSNY) on 5/13/25. Office location: New York County. LP formed in Delaware (DE) on 5/8/25. SSNY is designated as agent of LP upon whom process against it may be served. SSNY shall mail process to: 28 Liberty St, NY, NY 10005. DE address of LP: 131 Continental Dr., Ste 305, Newark, DE 19713. List of names and addresses of all general partners available from SSNY. Cert. of Limited Partnership filed with DE Secy of State, 401 Federal St, Ste 4, Dover, DE 19901. Purpose: any lawful activity.
9716 ju2-M jy7





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