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IN BRIEF

Sean 'Diddy' Combs Asks 2nd Circuit for Resentencing On Mann Act Conviction

Rapper and entrepreneur Sean "Diddy" Combs has asked the U.S. Court of Appeals for the Second Circuit to order he be resentenced on prostitution-related crimes, arguing the federal trial judge wrongly considered acquitted conduct in handing down his 50-month sentence.

A jury in July found Combs guilty of transportation to engage in prostitution under the Mann Act, offenses that did not involve force, fraud or coercion.

But in an appellate brief filed last week, Combs said U.S. District Judge Arun Subramanian of the Southern District of New York found that Combs coerced his former girlfriends to have sex, contradicting the jury's verdict, and then improperly used that "acquitted conduct" to enhance his prison sentence.

Subramanian violated U.S. Sentencing Commission guidelines as amended in November 2024 to prohibit the use of acquitted conduct to enhance a sentence, contended Combs' lawyers from Shapiro Arato Bach in New York.

"[The district court] ignored all the constitutional problems that led to the amendment," the brief stated.

"The court should have sentenced Combs for what he was convicted of—interstate transportation of adults for voluntary prostitution," the brief added. "It was unlawful, unconstitutional and a perversion of justice to sentence Combs as if the jury had found him guilty of sex trafficking and RICO [the Racketeer Influenced and Corrupt Organizations Act]."

Prosecutors at trial alleged that Combs, through financial control and threats of violence, coerced his former partners Casandra Ventura and "Jane" into sexual performances called "Freak Offs" with male escorts. The women testified they felt pressure to use drugs to endure the sometimes days-long sessions.

Combs admitted to domestic violence toward Ventura but denied all other charges and pleaded not guilty.

While the jury found Combs guilty of the prostitution-related charges, it rejected racketeering and sex trafficking charges that required proof of coercion.

But during sentencing for the prostitution counts, the judge mentioned two instances of purported "coercion," including Comb's "threats to release videos of freak-offs" with Ventura on a flight back to New York in 2012.

"The evidence of coercion ... was admitted to establish the sex trafficking counts, not the Mann Act counts," Combs' appellate brief stated.

The brief also urged the Second Circuit to overturn Combs' prostitution conviction, arguing he was making amateur pornography when he filmed his girlfriends having sex with paid male escorts who traveled across state lines.

That activity was protected by the First Amendment, his lawyers argue. The district judge rejected that argument, saying illegal conduct is not made legal merely by being filmed or viewed.

Combs' brief also argued that the definition of "prostitution" in the Mann Act—which forbids transporting women across state lines to engage in "prostitution"—should not be construed so broadly to sweep in people who watch others have sex, even if money is exchanged.

"To avoid these First Amendment and other constitutional concerns, the term 'prostitution' in the Mann Act should be interpreted narrowly, to exclude such voyeuristic and expressive activity," the brief stated. "That requires a judgment of acquittal."

Combs is represented on appeal by Alexandra A. E. Shapiro, Theodore Sampsell-Jones, Jason Anthony Driscoll and Christopher D. Johnson of Shapiro Arato Bach.

The Second Circuit appeal is United States of America v. Sean Combs, No. 25-2623.

—Avalon Zoppo

Judge, an Ex-Police Officer, Admonished for Campaign Mailer Biased Toward Law Enforcement

A town justice from downstate New York agreed to be admonished for sending a campaign mailer that conveyed the appearance he would be biased in favor of » Page 4

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Another Former Partner Sues Marc Kasowitz, His Firm Over Unpaid Millions of Dollars

BY EMILY SAUL

MARC Kasowitz and his firm are facing yet another court action from a former partner who claims he is owed compensation.

Michael Bowe on Friday filed a two-page summons with notice in the Manhattan Supreme Court, announcing his intent to sue. He claims he is owed $4 million by the veteran litigator and his firm, Kasowitz LLP.

Bowe was part of the legal team that represented President Donald Trump during an investigation by former Special Counsel Robert Mueller into ties between Trump associates and Russia.

The summons alleges fraud, breach of contract and unjust enrichment and seeks $4 million.



RICK KOPSTEIN

Marc Kasowitz

No further information is provided in the filing.

Bowe left Kasowitz LLP in 2020 for Brown Rudnick and launched his own firm, Brithem » Page 4

Law Firm Leaders Signal Openness to PE Investment Moving into 2026

BY JOHN CAMPISI

THIS past year marked a significant milestone for private equity investment in Big Law, as one large law firm leader acknowledged he is open to discussions with PE firms about third-party investment while other firm leaders are taking notice.

Comments by Ira Coleman, chairman of McDermott Will & Schulte, signaled the first such time a large law firm leader—at least publicly—expressed a willingness to further explore the idea of private equity investment. (Still, Coleman made clear in a Nov. 18 podcast that his firm's exploration was not even close to a deal.)

The McDermott announcement was seen by some as a turning point when it comes to outside investment in legal. Several industry observers now say that if McDermott or any other Big Law firm actually makes good on its talk and welcomes PE investment, it's likely others will follow suit.

"While this is all very preliminary and we are fielding inbound interest, as one of the fastest growing, most successful modern law firms, we are constantly approached, and we always listen to new ideas," Coleman said in a statement in November.

In addition, late last month, New York-based midsize firm Cohen &



J. ALBERT DIAZ/ALM

Ira Coleman, chairman of McDermott Will & Schulte

Gresser announced that it was in discussions with several potential PE investors. The firm's managing partner, Larry Gresser, said in a statement that he has been "preparing our firm for the entry of modern finance into the legal sector for over a decade."

"We are exploring innovative structures with a number of prominent investment firms that can support our strategic objectives," Gresser said last month.

Still, firms face significant hurdles to accept the funding. In the U.S., in order for PE firms to invest in law firms, the legal operations of a practice must be » Page 6

Are Gen Z Attorneys Jumping Law Firms Too Much? Likely Not

BY RYAN HARROFF

EVERY generation has its own perceptions about the youngest people in the workplace, whether it's about work ethic or company loyalty. But despite some cliches that younger attorneys may be more flighty and likely to leave a law firm for a competitor, junior associates in Gen Z are likely not departing their firms at disproportionate rates when compared with prior generations.

About 62% of entry-level associates hired between Jan. 1, 2020, and Oct. 22, 2025, are either still at their original firm or remained for at least three years before departing, according to data provided to Law.com by information software firm SurePoint Legal Insights, formerly Leopard Solutions. Between 2015 and 2020—when law school graduates were still largely Millennials—only 52% of entry-level associates hit that three-year milestone.

Three years is the metric that SurePoint Legal uses to measure success for an entry-level hire when comparing Am Law 200 firms against one another, according to vice president of sales Phil Flora.



Phil Flora, SurePoint Legal Insights

That number comes from the law firms that use SurePoint's platform, and how they consider themselves against their peers, Flora said.

Put plainly, the data figures from SurePoint do not support Gen Z attorneys making more moves between firms than prior generations. To the contrary, they seem to stay at the firm they enter the industry with for longer than their predecessors at the tail-end of the Millennial generation.

Defined as those born between 1997 and 2012, Gen Z has only so many members who are old enough to have finished law school and become junior associates at this point in time.

Flora said in an interview that, for the young associates who do leave law firms these days, the Gen Z issue is not that the attorneys are unwilling to commit to » Page 4

Attending a Mandatory Settlement Conference Isn't an 'Appearance,' Second Department Says

BY ALYSSA AQUINO

A PERSON'S appearance at a mandatory settlement conference doesn't entitle them to one of New York's protections against default judgment, a state appeals court has ruled, settling an issue of first impression that was decisive to a man's fight against foreclosure.

Emanuel F. Saris argued that a state court judge shouldn't have given the Reed Smith-represented HSBC Bank USA leave to enter default judgment in Oct. 2015, when he had appeared at a settlement conference in March 2015. Under Civil Practice Law and Rules 3215(g), HSBC first needed to give five days' notice of the pending application for default judgment, Saris argued through his attorney, Charles Wallshein.

But the Appellate Division, Second Department found nothing in CPLR 3215(g)'s text or legislative history indicating that attending a mandatory settlement conference triggers the law, which mandates that "any defendant who has appeared" is entitled to at least five days notice of an application for default judgment.

"The legislative goals for the enactment of and amendments to CPLR 3215 include 'spar[ing] the courts and plaintiffs the time and expense' of duplicative hearings and to streamline the judicial process," the appeals court wrote in a decision issued on Dec. 24. "These legislative goals would not be served by expanding the scope of what constitutes an appearance for the purpose of subdivision (g) beyond what it has already been construed to mean under the CPLR."

Counsel for Saris and HSBC didn't respond to Dec. 26 requests for comment. » Page 4

How Weil Uses AI To Expedite PE M&A Deals

BY DAN ROE

IN THE time-sensitive world of dealmaking, not getting an answer soon enough during closing can be as bad as not getting it at all.

This month, Weil, Gotshal & Manges launched an AI-enabled private equity M&A platform to cut minutes, hours and sometimes days off common private equity M&A tasks.

Ask DealVision began beta testing in September and launched for use across the private equity department in December. Its precursor database, DealVision 360, launched in July 2024.

The technology has been a game changer for Weil clients, according to two clients who spoke with Law.com.

One Weil client, who declined to be identified because he wasn't authorized to speak publicly, said that DealVision 360 has reduced the turnaround time for certain tasks—such as finding out whether a specific term is "market"—by a matter of days.

"Those kinds of questions used to take a day, at least several hours—and some complex cases multiple days—for our counsel to investigate their deep archives with other deals and come back to us with a recommendation," the client said. "With something like DV360, I can be on a chat or an email with (partner Arnie Fridhandler) and his team and we'll get the benefits instantly."



COURTESY PHOTO

Private equity partner **Arnie Fridhandler** has overseen the development of Ask DealVision and DealVision 360.

A second client, who also wasn't authorized to speak publicly, said DV360 has been so effective that she'll consult Weil with questions on deals the firm isn't even hired to work on.

"None of the other firms we work with on a regular basis have a tool even close," she said. "When people talk about AI, it's often more amorphous ideas and very general-sounding approaches and nothing really practical or useful, but the DealVision product has » Page 4



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Online

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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FTC Warns 10 Companies About Their Consumer Reviews, Signaling Kickoff of Heightened Enforcement



COURTESY PHOTO

Christopher Mufarrige, director of the FTC's Bureau of Consumer Protection

BY MICHAEL GENNARO

THE FEDERAL Trade Commission has sent warning letters to 10 unidentified companies regarding potential violations of its year-old Consumer Review Rule, which bans fake reviews and the suppression of negative ones, and penalizes deceptive practices.

The agency said that it chose which businesses to contact based on consumer complaints and company-provided information. The letters put recipients on notice that violations could result in federal lawsuits and civil penalties of up to $53,088 per violation.

The template for the letter states, "Based on information staff has reviewed, it has reason to believe that your company is violating or has violated the Consumer Review Rule. ... While this letter does not reflect a formal determination that you have violated the Consumer Review Rule, you are advised to immediately cease and desist any conduct that does not comply" with the rule.

In a press release issued last week, Christopher Mufarrige, director of the FTC's Bureau of Consumer Protection, said the letters "signal the agency's readiness to enforce the rule as online reviews increasingly shape consumer purchasing decisions."

The FTC, then led by chair Lina Kahn, unanimously adopted the Consumer Review Rule in August 2024, and it went into effect in October 2024. While the agency already had the authority to target misleading review practices under the Consumer Review Fairness Act of 2016 and other powers, the rule broadens those powers and enhances the agency's ability to collect civil penalties.

This client note issued last week by Crowell & Moring breaks down what constitutes a violation under the rule.

The note urges businesses using consumer reviews to self-audit their practices and provide employee training on the rule's requirements. It also recommends that businesses update internal policies and monitor any third parties they work with in the review space to ensure they're in compliance.

"Early attention to compliance will help reduce enforcement risks and foster greater trust with consumers in an increasingly regulated online marketplace," the Crowell and Moring note says.

The FTC in recent years has racked up a handful of headline-grabbing settlements with businesses it accused of employing misleading review practices. For example, in 2022 the fashion retailer Fashion Nova agreed to refund consumers $4.2 million after the agency alleged it suppressed negative reviews on its website, featuring only those giving it at least four out of five stars.

In 2019, the FTC reached a string of settlements with companies, including National Floors Direct, that included language in their business contracts that barred the signer from disparaging the business in any manner, including by posting online reviews.

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Trump Dominated at the Supreme Court This Year. Will It Last?

BY JIMMY HOOVER

PRESIDENT Donald Trump had extraordinary success at the U.S. Supreme Court testing the bounds of presidential power in his first year back in the White House, but a major rebuke from the justices last week could augur further legal setbacks in 2026.

On Tuesday, the Supreme Court handed Trump one of his biggest defeats of the year when a six-justice majority blocked his deployment of hundreds of National Guard troops to the streets of Chicago in response to immigration protests.

It was a rare, yet decisive, loss for Trump this year before a tribunal that he reshaped during his first term with three lifetime appointments. And it could be the beginning of additional unwelcome news out of the court for the president next year.

Still, Trump had a banner year at the high court in 2025 by any metric, with the conservative supermajority paving the way for many of the most contested actions of his administration.

The cases mostly followed the same pattern. An outside group would obtain a court order blocking some controversial new policy from the Trump administration, leading the president's top Supreme Court lawyer, U.S. Solicitor General D. John Sauer, to file an emergency application asking the justices to lift the order.

The court did so almost invariably, often over strong dissents from its three liberal Democratic appointees. Trump prevailed in 19 out of 26 decisions on the Supreme Court's emergency docket this year, securing partial wins in two more cases, and losing just five, according to an analysis from Law.com.



COURTESY PHOTO

U.S. Supreme Court

The policies reinstated by the court included Trump's dragnet immigration raids in Los Angeles, banning transgender members from the military, laying off nearly half of the U.S. Department of Education, freezing billions in congressionally approved foreign assistance, firing traditionally "independent" federal regulators, sending deportees to far-flung countries they've never been to, terminating deportation protections for hundreds of thousands of immigrants from Central and South America and banning transgender identities on U.S. passports.

Justice Ketanji Brown Jackson, at one point, accused the majority of treating its emergency docket like a game of "Calvinball" where the Trump administration always wins.

The White House took a victory lap over its record before the court.

"With well over 20 Supreme Court victories, the Trump Administration's policies have been consistently upheld by the Supreme Court as lawful despite an unprecedented number of legal challenges and unlawful lower court rulings," Abigail Jackson, a White House spokesperson, said Friday in a statement to the National Law Journal.

Echoing Trump's attacks on federal district court judges who rule against him, the spokesperson said the American people should be "deeply concerned" about "judicial activism from radical left-wing judges."

Of course, the Supreme Court has yet to actually uphold any of the president's policies on their legal merits. For whatever their real-world implications, and there are many, the Supreme Court has made clear that the rulings on its emergency (or "interim") docket reflect only the justices' preliminary assessment of the underlying legal issues in emergency cases, rather than their final word on the subject.

"The Supreme Court has not squarely upheld any of the policies," said Carolyn Shapiro, who coleads the Supreme Court clinic at the Chicago-Kent College of Law. "We don't actually know whether it will ultimately rule for the Trump administration on the merits in those cases."

Shapiro also criticized the White House's characterization of "radical" lower court judges, saying that many of those ruling against the administration were appointed by Republican presidents, and some even by Trump himself.

Jonathan Adler, a William & Mary Law School professor, concurred there is still a "very limited picture" of how Trump's policies will ultimately fare before the Supreme Court in his second term.

"All we really know is that the Solicitor General has been fairly good at identifying those lower court orders likely to be reversed or stayed by the justices, and that does not tell us much about how the court feels about the administration's actions more broadly," Adler said.

"This should start to change in 2026 as the court issues merits decisions, issues decisions in cases in which the [solicitor general] is an amicus, and a broader range of questions come up on the interim docket," he added.

Despite its roughly 80% win rate, the Supreme Court has balked at some of Trump's most controversial moves.

Early in his second term, the high court put a temporary stop to Trump's unprecedented use of the Alien Enemies Act to swiftly deport what he claimed were suspected Venezuelan gang members to a notorious prison in El Salvador known as CECOT.

The court held that the detainees must be given the chance to challenge their removals under the 18th century wartime law, finding that the Trump administration had flouted their basic right to due process.

The justices further upheld a district court's order that the administration "facilitate" the return of Kilmar Abrego Garcia from CECOT after the government admitted his deportation had resulted from an administrative error.

To be sure, the Trump administration enjoyed a remarkable string of 11 victories in a row on the court's emergency docket after its April defeat in the Alien Enemies Act case. That streak came to an end, however, on Dec. 19 when the justices shot down the solicitor general's attempt to halt a lawsuit filed by an association of immigration judges.

The president's biggest loss at the Supreme Court came just before Christmas Eve Tuesday, when a six-justice majority blocked his deployment of the National Guard to Chicago.

The court's ruling followed months of deliberation over the federal government's emergency application and held that Trump had not met the requirements necessary to "federalize" traditionally state-controlled guardsmen over the objections of Illinois' Democratic Gov. J.B. Pritzker.

Although the decision was limited to Chicago, it was a stunning rebuke by the court majority of Trump's recent deployments of National Guard members to other Democratic-run cities like Washington, Portland, Oregon and Los Angeles.

According to a coalition that included two of Trump's own appointees, Justices Brett Kavanaugh and Amy Coney Barrett, the president may only call National Guard troops into federal service when he is unable to execute the law through use of the regular military.

"At this preliminary stage, the government has failed to identify a source of authority that would allow the military to execute the laws in Illinois," the court wrote in an unsigned opinion.

The justices will return from their winter recess next month, which could spell further bad news for the White House about some of its most prominent policies.

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The Deals That Grabbed the Headlines in 2025

BY MELINA BLOCK

THOUGH the U.S. took the lion's share of the year's highest value deals, there was no shortage of international mega deals in 2025.

With every entity from sovereign wealth funds, governments, private equity houses and energy companies getting in on the deal action, the legal industry has been benefitting from the increased activity.

From a media empire's hostile bid to the data centre boom, 2025 was a big year for U.S. firms in particular, who collected bluechip names like Paramount, Google and Dr Pepper.

In a year in which the names and numbers kept getting bigger, Law.com rounds up some of the most notable deal mandates of 2025.



K I PHOTOGRAPHY/ADOBE STOCK

Paramount Pictures film studio in Hollywood

$108B: Paramount's Hostile Bid for Warner Bros

Even for those outside of the legal, financial and wider corporate world, the Warner Bros. Discovery bidding battle has been a hot topic of conversation. Though the saga rolls on, it promises to be one of the biggest media deals of modern times.

In early December, Netflix's initially proposed $83 billion acquisition, guided by Skadden, Arps, Slate, Meagher & Flom, of Warner Bros Discovery's streaming and entertainment assets, was complicated by Paramount Skydance's hostile bid just a few days later.

But, complicating Netflix's party, Paramount's eye-watering $108 billion play is backed by $24 billion in Middle Eastern sovereign wealth.

In the first of many mentions on this list, Latham & Watkins, alongside Cravath, Swaine & Moore, is acting as lead advisers for Paramount. Cleary Gottlieb Steen & Hamilton is counsel to the special committee of the board of directors of Paramount Skydance for the bid, while Cahill Gordon & Reindel is counsel to the bridge agent and lead arrangers of the debt financing for Paramount's bid.

If Netflix does not receive the regulatory approvals required, it will result in a $5.8 billion payout to Warner. On the other hand, if Warner decides to go with Paramount, or any other bid, it will have to pay Netflix $2.8 billion.

$55B: Electronic Arts Takeover

One of the most high-profile deals of the year was the $55 billion acquisition of Electronic Arts (EA) by a private equity consortium.

A significant moment for the technology and entertainment sector, this is the largest ever leveraged buyout, with several of the biggest names in law winning mandates.

Two more firms who will reappear later in this list got mandates here: Wachtell, Lipton, Rosen & Katz advised EA, while Kirkland & Ellis served as legal counsel to the consortium comprised of Saudi Arabia's Public Investment Fund (PIF), Silver Lake and Affinity Partners—the investment firm founded by Donald Trump's son in law, Jared Kushner, who has been back in the headlines recently due to being part of the group joining Paramount's hostile takeover bid of Warner Bros. Discovery.

Sidley Austin advised Kushner's Affinity Partners, Kirkland served as the lead adviser for PIF alongside Gibson Dunn & Crutcher, and Latham & Watkins and Simpson Thacher & Bartlett advised Silver Lake.

$53B: Mining Mega Merger

The merger of two mining giants in September—London-listed U.K. multinational Anglo American and Teck, a Canadian company—to create a $53 billion combined group, was another one of 2025's biggest deals.

Anglo American and Teck described their combination as a "merger of equals" in a joint press release, stating that the newly-combined company's board would have a 50/50 split of people from each company. The press release also revealed that they will be headquartered in Canada, under the new name of Anglo Teck.

A range of law firms won mandates on the deal: Latham & Watkins, South Africa's Webber Wentzel, and Canada's Torys all advised Anglo American. Freshfields, Wachtell, Stikeman Elliott and Felesky Flynn advised Teck.

$40B: Aligned Data Centers Acquisition

Familiar names appeared on the $40 billion acquisition of Texas-based Aligned Data Centers from Macquarie by a consortium including Artificial Intelligence Infrastructure Partnership, Abu Dhabi-based technology investment firm MGX, and BlackRock's Global Infrastructure Partners.

There has been an explosion of demand for data centers in 2025, driven primarily by the boom in AI and cloud computing, which this noteworthy international M&A moment—the largest data-center deal recorded—highlights.

The consortium is set to acquire 100% equity in Aligned Data Centers from private infrastructure funds managed by Macquarie Asset Management and its co-investment partners.

Kirkland is advising the consortium of AIP, MGX, and GIP. The Kuwait Investment Authority and Singapore-headquartered global investment company Temasek are also among AIP's investors.

Latham, who previously advised Macquarie on over $5 billion of equity co-investments into Aligned, is advising Macquarie again.

U.S.-based Sterlington is advising Aligned Data Centers' management team.

$38B: Nuclear Power Station Deal

Reading like a who's who of London Big Law, the list of firms advising on the U.K.'s $38 billion Sizewell C nuclear power station development is extensive.

A widely reported nuclear project which could shape Britain's future energy policy, Sizewell C has courted controversy from the get-go due to the potential dangers of nuclear energy and local wildlife destruction.

The project has created work for many familiar names, to varying extents: Clifford Chance, A&O Shearman, Pinsent

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Expert Analysis

COMMERCIAL LITIGATION

Offering Plans: Relevance After Sell-Out



By **Evelyn D'Angelo**

In the world of condominiums and co-ops, the offering plan is a familiar fixture. A creature of the Martin Act and the attorney's general's regulations thereunder, this marketing tool provides extensive, regulatorily mandated information about the property, including records of existing facts (such as technical reports and floor plans) and obligations of various parties (sponsor, owners, boards). The central purpose of the Martin Act, and the offering plan by extension, is disclosure; more specifically, the offering plan serves to equip "potential investors, purchasers and participants" with the information needed to "intelligently make their choice and found their judgment" prior to purchasing in the building (*Phoenix Tenants Ass'n v. 6465 Realty Co.*, 119 A.D.2d 427, 431 (1st Dept 1986)).

At first glance, this limited, sponsor-specific objective seems straightforward. Yet an examination of industry practice and case law reveals a more complicated landscape, reflecting decades of inquiry into the offering plan's relevance to everyday governance long after the sponsor's exit. Attorneys representing boards may find themselves grappling with questions when provisions of the offering plan conflict with the building's governing documents, or when offering plans provide for obligations that the governing documents omit.

Recently, the First Department's decision in *Bellstell 7 Park Avenue, LLC v. Seven Park Avenue Corp.*, 190 A.D.3d 632 (1st Dept 2021) hints at a potential judicial shift toward lesser emphasis on the offering plan. Against this backdrop, the question emerges: when is the era of the offering plan over?

For the covenants in an offering plan to be independently binding on the board and owners, basic principles of contract law require the existence of a law or legal instrument to make those covenants enforceable against the parties they are intended to govern. In other words, there must be an independent "legal hook" between the offering plan and the board and owners.

The nature of such a "legal hook" would depend on the building's governance structure, as condominiums and cooperatives are subject to fundamentally different legal and organizational frameworks. This article will examine co-ops and condominiums separately to assess whether, and to what extent, an offering plan may be independently binding on the board and owners after the sponsor's involvement has ended.

> In a co-op, an owner's interest in the apartment is effectuated by acquiring shares and fully executing a proprietary lease with the corporation, which authorizes occupancy subject to the co-op's certificate of incorporation, by-laws, and house rules.

Co-ops: Is the Offering Plan a Corporate Document?

In a co-op, an owner's interest in the apartment is effectuated by acquiring shares and fully executing a proprietary lease with the corporation, which authorizes occupancy subject to the co-op's certificate of incorporation, by-laws, and house rules. These documents (referred to as the corporate documents), together with the applicable corporate statute, govern the rights and obligations of the board and the shareholders.

The question whether the offering plan should be considered among the corporate documents has been examined by courts for decades. The seminal case *Kralik v. 239 East 79th Street Owners Corp.*, 5 N.Y.3d 54 (2005) sets the stage, where the Court of Appeals held that the regulations promulgated by the attorney general govern only public offering disclosure and thus are not determinative of cooperative governance issues.

How that reasoning applies to the offering plan—a document born of the Martin Act and the Attorney General's regulations—remains an intriguing question. *Kralik* establishes that principles of everyday governance should be resolved "solely by applying ordinary contract principles to interpret the terms of the documents defining [the owner's] contractual relationship with the cooperative corporation." Calling to mind the elements of a binding contract in New York (see, e.g. *Kowalchuk v. Stroup*, 61 A.D.3d 118, 121 (1st Dep't 2009)), the contractual relationship of the co-op and the owners vis-à-vis the offering plan—a disclosure document that is not signed by either party—seems at best unclear.

Nonetheless, three years later, *SassiLehner v. Charlton Tenants Corp.*, 55 A.D.3d 74 (1st Dept 2008) offered the first clear indication that such a contractual relationship may be held to exist. SassiLehner held that provisions of the offering plan are enforceable to the extent incorporated by reference into the proprietary lease. As the court explained, *Kralik* did not rule out the relevance of the offering plan altogether; it merely rejected attempts to "read[] the attorney general's regulations into the proprietary lease." A legal hook was established, but its reach remained limited, since the enforcement of external documents specifically referenced in a contract was hardly a novel concept.

Yet the applicability of *SassiLehner* to offering plan provisions not expressly incorporated by reference into the proprietary lease remains ambiguous. In cases where the offering plan and

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EVELYN D'AN *is counsel at Fox Rothschild.*

Disciplinary Proceeding

Matter of Mark Jonathan Nussbaum, an attorney and counselor-at-law

Motion No. 2025-0382

Appellate Division, First Department

Kern, J.P., Kennedy, Rodriguez III, Higgitt, Chan, JJ.

Decided: December 18, 2025

Jorge Dopico, Chief Attorney, Attorney Grievance Committee, New York (Kevin P. Culley, of counsel), for petitioner.

Michael S. Ross, Esq. for respondent.

Per curiam—Respondent Mark Jonathan Nussbaum was admitted to the practice of law in the State of New York by the Second Judicial Department on May 6, 2009. At all times relevant to this proceeding, he maintained a law office within the First Judicial Department. Respondent is also admitted to practice in the Southern and Eastern Districts of New York.

Respondent moves for an order accepting his resignation as an attorney and counselor-at-law licensed to practice in the State of New York. Respondent also consents to the entry of an order by the Court directing respondent to make monetary restitution as directed by this Court. Respondent maintains that his resignation is "freely and voluntarily rendered, without coercion or duress by anyone, and with full awareness of the consequences."

In support of his application, respondent attests that he is the subject of an investigation by the Attorney Grievance Committee (AGC) related to allegations of professional misconduct regarding his "handling of funds in [his] IOLA account," and that he cannot successfully defend against these allegations. Respondent acknowledges that acceptance and approval of his resignation shall result in the entry of an order of disbarment striking his name from the roll of attorneys and counselors-at-law and will result in his application materials being deemed public records pursuant to Judiciary Law §90(10). He further acknowledges that his resignation is subject to any further application by a Committee to any Department of the Appellate Division requiring him to make restitution or reimburse the Lawyers' Fund for Client Protection. He consents to the continuing jurisdiction of the Appellate Division to make such an order.

Although the AGC has not filed disciplinary charges or sought respondent's interim suspension, it opposes the motion. Specifically, the AGC argues that respondent's affidavit fails to identify or acknowledge the specific acts of professional misconduct alleged against him as explicitly required under the Rules for Attorney Disciplinary Matters (22 NYCRR) §1240.10(a) and Appendix A to the rule. The AGC notes that it was advised by the Lawyers' Fund for Client Protection in January 2025 of a shortfall in respondent's IOLA escrow account, and thereafter, in May 2025, respondent was indicted by a grand jury on felony charges stemming from respondent's alleged theft of more than $1,000,000. The AGC understands respondent's desire to avoid self-incrimination in connection with pending criminal charges, but it maintains that respondent's description of the charges or allegations under investigation by AGC is insufficient. The AGC asserts that it conferred with respondent's counsel to resolve this apparent deficiency, but respondent has declined to amend his submission.

Upon due consideration, the Court accepts respondent's resignation. Respondent has been indicted for conduct that is the subject of an ongoing AGC investigation, and he now seeks to resign pursuant to 22 NYCRR 1240.10. He acknowledges that he cannot defend against the allegations against him and is willing to resign and accept the resulting order of disbarment. Although the AGC challenges respondent's description of the alleged misconduct under investigation, the affidavit does state that the investigation relates to respondent's "professional misconduct… concerning [his] handling of funds in [his] IOLA account." This description sufficiently identifies the "specific nature" of the allegations against respondent and therefore satisfies the plain language of 22 NYCRR 1240.10. Notably, nothing in this rule requires a recitation of factual particulars or evidence in addition to identifying the "specific nature" of allegations, particularly in circumstances where providing additional detail would risk self-incrimination in a parallel criminal prosecution.

Accordingly, respondent's motion for an order accepting his resignation as an attorney and counselor-at-law licensed to practice in the State of New York should be granted, and respondent's name stricken from the roll of attorneys and counselors-at-law in the State of New York, effective nunc pro tunc to July 9, 2025, the date of his affidavit of resignation.

All concur.

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Off the Front

Gen Z

« Continued from page 1

a firm but that they are weighing other factors in their career decisions, which may push them out the door.

"They are looking for what we've all heard: work-life balance, purpose, ways to change the world," Flora said. "That was some of the feedback we heard. But at the end of the day, they are also under financial constraints from going through law school, university education. So I think in a lot of ways, a lot of these people are just trying to recoup their investment."

The 62% figure may also fall at a later date, Flora said in an email, as attorneys hired in 2023 and 2024 get deeper into the start of their careers and may look to make moves.

To be sure, junior associate retention varies from one firm to another. A human resources leader at an Am Law 100 firm said in an interview that, in their time in the industry, which is close to 10 years total, they have yet to see a significant increase in attrition for the junior associate level, including recent years as Gen Z attorneys have entered the market.

For some firms, of course, newer associates may be moving more than in prior years, but the overall trend is toward higher retention among the youngest associates.

Even if they are sticking around at firms for just as long as prior generations, they may not want to become a partner, some law firm leaders and partners have observed in interviews with Law.com.

Laurel FitzPatrick, asset management partner and private hedge funds and credit funds leader at Ropes & Gray, said in an interview in September that many law students these days do not want partnership and view working in major firms as a step to something else, like an in-house position somewhere, rather than a goal in and of itself.

John Langan, chair at Barclay Damon, said in an interview that his firm has prioritized integrating its lateral hires and new associates through mentorship to try and retain as many attorneys as possible. At the same time, he said that constant lateral hiring is part of what has made Barclay Damon grow from 50 to 300 attorneys in the last 25 years, and that lately, that has only become more necessary.

"There has to be a certain amount of recruitment in order to survive because there's normal attrition, people are retiring, and Gen Z-ers are bouncing every three years," Langan said. "Even a good firm's gonna have a little bit of attrition. So, if a firm says, 'I'm OK getting smaller,' then they cannot do any recruiting. But if they're interested in staying the same size or doing anything else, particularly with the boomers retiring, it's got to be a part of everyone's program."

At the same time, attorneys moving around earlier in their career has always been a trend and will continue, according to Daniel McMahon, chair of Wilson Elser.

"Historically, there was always the view that if they're going to make a move, they would do it earlier in their career," McMahon said. "They didn't want to develop a reputation for being someone who bounced around a lot because that would not reflect well on their overall marketability among law firms as an employee. I don't think that's much different than the way it has always been that they're entering the workforce. I think it's probably true for every segment of the economy."

Jessica Chin Somers, managing partner at legal staffing company Kinney Recruiting, said in an interview that she did not think Gen Z attorneys were moving around any more than prior generations, but added that she was not surprised some would think they were.

"From the beginning of my recruiting experience, law firm leaders have been saying it's hard to find junior associates," Somers said. "I heard that in 2016, and I'm hearing that in 2025. There's always been this 'Kids these days' kind of mentality. I think the law firm leadership are so much more senior than the junior associates, that it's almost like you forget what happens between graduating from law school to being a chairman."

What will keep Gen Z lawyers in one place?

While the data figures show that Gen Z attorneys are not leaving their firms at disproportionate rates, firm leaders have expressed concern about their retention rates. In terms of what can keep them in one place long-term, sources say that mentorship and flexibility are the keys.

Kevin Cross, managing partner at Lippes Mathias, said that sometimes it makes sense for junior associates to move firms on a somewhat fast basis as they look for what works for them.

"We realize we've got to meet people where they're at in their careers and what they're looking for," Cross said. "I think that generation is looking for flexibility and for balance in their work life and their personal life. So we know that, and we want that for our firm."

Cross also said his firm and others are focusing more on mentorship, as many young attorneys claim they are not learning the skills they need as quickly as they would like.

Stephanie Biderman, an associate recruiting partner at Major Lindsey Africa, said in an interview that the COVID-19 pandemic was the turning point on that front.

"I think COVID was really the biggest factor here," Biderman said. "I think that when a lot of current mid-levels were interviewing, it was all remote, and they had remote starts coming in, or hybrid, depending on the firm."

Integration and mentorship are both factors that Langan and Liz Acee, managing director of major market offices at Barclay Damon, highlighted in an interview on their firm's practices for bringing in new talent. Getting younger attorneys into the mix, both on a cultural and practical level, raises retention rates, particularly for young laterals coming from other firms, Langan and Acee said.

"We talk to a lot of people who come from firms, and they tell us, 'It's so siloed, I cannot get the attention of my partners in order to expand the relationships with my clients,'" Acee said. "That doesn't happen here, and that's something that we sell. We truly, as partners, treat one another as internal clients."

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Outside Counsel

Your Employee Is Embezzling From You: Now What?

By **Sareena Sawhney**



No organization is immune to the risk of occupational fraud. According to the Association of Certified Fraud Examiner's 2024 Report to the Nations, organizations lose approximately 5% of revenue to fraud each year with a median loss of $145,000. Discovering that a trusted employee (or business partner) has been stealing from the company can be overwhelming to owners and there may be confusion as to what to do next.

Following the steps below can protect your company and help you make the best decision when a theft occurs.

It's important to act quickly and notify in-house counsel (or human resources if you don't have in-house counsel) regarding your suspicions, however, they must be based upon rational reasoning. Examples of "red flags" to look for include: the employee is refusing to give you or others financial information, unexplained changes in the company's cashflow, irregular accounting entries, the company receives vendor and/or customer complaints, employees not wanting to go on vacation, and employee life-style changes. Additionally, companies should investigate any tips and/or whistleblower complaints that come in from other employees.

Investigating the theft and the suspicious employee is necessary to determine the potential damage to the company. But first, one must establish a team of professionals such as an outside general counsel, a forensic accountant, and in some cases a computer specialist who would be needed to preserve evidence. If the suspected employee is still working at the company, ensure they no longer have physical, electronic access, or financial access to the company's assets.

Working simultaneously with in-house counsel and other accounting staff in a discreet manner can be very helpful in building evidence for your investigation. If the suspicious employee's access has been cut off and questions management about this, it is important to remain discreet. One can do so by explaining to the employee that the organization is improving best practices within the company by not having one person with full control of many responsibilities.

A suspicious employee who has access to many different accounting functions may be embezzling in multiple ways especially if there are no segregation of duties and/or poor internal controls within the finance and/or accounting divisions of the organization.

> Establishing the right team to investigate the harmful act is just as important as conducting a discreet investigation that can minimize the effect of your business operations and reputation.

Essentially, everything the employee had access to should be investigated. Depending on the circumstances, the employee may not need to be terminated immediately as their cooperation could be helpful in the investigation.

It's important to conduct internal investigations with minimal errors. The most fundamental error is not conducting any investigation at all. Employees and/or anonymous tips brought to an organization's attention should be investigated and by failing to do this, businesses are at risk of a possible lawsuit, and depending on the situation, potential criminal charges. Often businesses refrain from conducting investigations due to the expense and time involved.

Another common mistake businesses make is waiting too long to start an investigation. It's important to determine early on who will conduct the investigation and to whom the investigating team reports. The investigation team should not report to someone who may have done something wrong in connection with what is being investigated. This can be avoided by reporting directly to the Board of Directors.

It's imperative when investigating to document all steps to show that the investigation was conducted in an unbiased manner and was detailed and proper. One should review relevant evidence rather than relying solely on employee interviews.

Often times investigative reports can be used for internal purposes. However, sometimes reports will be shared with others such as assistant district attorneys, other government agencies, and/or investors. It's critical to work with outside counsel in generating reports that are independent and reflect that a thorough investigation was conducted.

Once a forensic accountant completes the investigation, the suspicious employee can be interviewed and questioned using evidence obtained from the investigation. The interview should be conducted in a fair and neutral manner with outside counsel present, and the suspicious employee should be given a chance to explain his or her actions.

The employer should consult with counsel to determine next actions to take against the employee. This could involve either suing the employee, reporting that person to law enforcement, or contacting the company's insurance carrier as the company's insurance policy may cover employee dishonesty.

Reporting your findings to law enforcement can (in some instances) be beneficial. Criminal investigators may be able to obtain information through a subpoena that the company cannot. Other employees who are aware of the employee dishonesty may be more cooperative with law enforcement rather than with the company. In addition, if the investigation results in a

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SAREENA SAWHNEY *is partner and director of the valuation, forensic accounting and litigation support team of BST & Co.*

M&A Deals

« Continued from page 1

been extremely practical and useful."

Private equity partner Arnie Fridhandler has overseen the development of Ask DealVision and DealVision 360.

The first product, DealVision 360, initially allowed Weil PE M&A attorneys to query internal deal data going back to January 2018. The latest AI module, Ask DealVision, allows attorneys to receive calculations based on the data—roughly 150 million calculations to date, a Weil spokesperson said.

Weil employs two full-time software engineers to work on DealVision, which also has its own application programming interface (API) to allow third-party developers to engage with it.

"It's not just, 'How often does X or Y happen?' It can generate insights like how things have trended, what's happening in this or that sector, what's been the most common of this or that in 2025," Fridhandler said in an interview. "We were not able to do this six months ago, but we can, now, because the technology got good and because the firm has taught ourselves how to connect a differentiating dataset with analytical tools."

The API has allowed Weil to bring in contractors to develop new modules for DV360 without giving outsiders access to the firm's client information. For instance, contractors are now building a workflow system to help organize lawyers' work on a deal, said Fridhandler. Another already-built module can summarize a deal and draw up a list of things clients need to know going forward within seconds. The same task used to take hours or days, Fridhandler said.

"It's the nucleus of our private equity practice," he said. "It's allowing us to systematize and extract value on data we've had forever."

Time, Money and Ethics

Although Fridhandler said he believes that DV360's capabilities are almost unmatched in Big Law, the product must still contend with universal issues involving generative AI, such as the potential for inaccurate results or a reduction in billable hours.

On accuracy, Fridhandler said DV360's outputs are manually checked by attorneys before being sent to clients. "We still apply judgment. We're still in a trust business," said Fridhandler.

On the risk of generative AI cutting into billable hours, Fridhandler said the issue hasn't come up at Weil regarding DV360, but he also acknowledged that the question lingers for law firm use of the technology in general.

Moreover, a reduction in billable hours due to increased efficiency would benefit clients in a way that helps Weil get more work, Fridhandler added. "The firm is of the mindset that we are not fighting to protect hours," he said. "We're fighting to be the best in the world at what we do and get into more places with it."

Although the first Weil client said he would expect to see a reduction in billable hours eventually, he noted that speed is the primary goal. "I'd expect there to be a commensurate reduction in bills, also," the client added.

There's a third potential issue, too: Lawyers with access to a product like DV360 could possibly shake down counterparties beyond the boundaries of what the profession generally finds acceptable, such as by identifying everything a counterparty has agreed to on other deals and throwing those terms back in the counterparty's face.

Fridhandler affirmed that he doesn't envision DV360 as a tool for total M&A domination.

"If the whole world goes toward the lowest common denominator—that's not what we want. We're not selling our clients on our data being a weapon; we're selling them on our data being grease in the wheels," Fridhandler said. "If a client says we want to kill the guys on the other side, that's not for sale, at least not from Weil."

That said, the ability to access more information more quickly than the competition presents real-world advantages in fast-paced negotiations. "It gives you the confidence to dig your heels in sometimes," the second client said. "Or I know I shouldn't dig in and maybe this is more reasonable than I thought it was."

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IN BRIEF

« Continued from page 1

law enforcement, the state's judicial misconduct watchdog said Tuesday.

Hyde Park Town Justice Michael H. Plass was able to avoid a stiffer penalty because it was a onetime incident, according to the New York State Commission on Judicial Conduct's 11-0 determination. The finding went against the recommendation of the commission's counsel, who had moved to have Plass removed from the bench.

As part of the determination, Plass—a nonattorney jurist in the midst of a three-year term that ends in December 2027—was allowed to begin hearing criminal, domestic violence, vehicle and traffic matters, and cases involving alleged drug dealers due to an imbalanced workload with his cojudge who is on call 24 hours, seven days a week to hear those cases.

Plass's attorney, Steven G. Leventhal of Leventhal, Ullaney & Blinkoff in Manhattan, convinced the watchdog commission that admonition was the appropriate sanction, which the panel said was in line with precedents.

Plass did not immediately return a request for comment Friday.

Arguments were heard in September after a designated hearing officer, Steven North, had served as referee for a two-day evidentiary hearing last March. North sustained sustaining the misconduct charge against Plass in a July 30 report.

According to commission documents, Plass was making his first bid for judicial office in October 2023 when he distributed 3,000 copies of the mailer to town residents.

It pledged to "keep drug dealers off our streets and out of our hotels;" "incarcerate offenders and protect victims of domestic violence;" and "assure repeat offenders are sentenced to the full extent of the law."

The mailer also stated, "Together we can make a change in the safety of our community."

A former part-time police officer of the town and employee of his family's limousine business, Plass told the commission he had created the mailer by looking at other campaign literature for nonjudicial office. He said he was unaware there were rules governing elections for judicial office but acknowledged his lack of knowledge was no defense.

A front page article in a local newspaper, the Mid Hudson News, in October 2023 indicated Plass had breached judicial campaign ethics. He subsequently produced and distributed a new mailer that didn't contain any pledges, according to the commission.

Plass won the November election and took the bench in January 2024. Shortly afterward he attended an ethics course by the Office of Court Administration.

When the topic of improper pledges and promises came up, Plass approached the lecturer during a break and said, "I think I did this and what should I do?"

He was advised to send a copy of his mailer to the Advisory Committee on Judicial Ethics, which concluded Plass's impartiality might be reasonably questioned in criminal and vehicle-traffic cases and that he must disqualify himself from applicable cases for his entire term.

Until now, Plass has been limited to civil matters, including zoning issues, landlord-tenant cases and small claims, along with handling administrative duties of the court.

The commission's determination noted Plass's "diligent adherence" to the advisory committee's opinion and said the "current situation" in the Hyde Park Town Court "is unworkable, particularly given the significant on call responsibilities" of Plass's cojudge to preside over criminal matters.

"We trust that respondent has learned from this experience and in the future will act in strict accordance with his obligation to abide by all the Rules Governing Judicial Conduct," the commission's determination stated.

Robert Tembeckjian, the commission's counsel, said in a statement: "Judicial campaign literature must avoid even the appearance of bias or favoritism, and refrain from making pledges or promises about how the judge will rule on matters that may come before the court. The public admonition of Judge Plass for an isolated incident of misconduct frees him to handle his fair share of the court's caseload."

— Brian lee

Settlement

« Continued from page 1

The issue—one of first impression for the Appellate Division—arose in a foreclosure case that began in July 2014. Saris hadn't formally answered the complaint or filed a notice of appearance in the year afterwards, prompting HSBC to seek default judgment. In Aug. 2016, Justice Joseph Santorelli issued a judgment of foreclosure and sale, according to the decision.

In Feb. 2020, Saris moved to vacate the default judgment based on CPLR 3215(g)'s notice requirements. Santorelli stood by his order, spurring the appeal.

But the Second Department backed Santorelli, based in part on its prior holdings on what constitutes appearance under a related law, CPLR 3215(c).

"This court has routinely held that, for the purpose of CPLR 3215(c), attendance at a mandatory settlement conference 'does not constitute active litigation of the action or participation in the action on the merits,'" the court said.

Saris had pointed to a 2017 decision, Nationstar Mtge v. Martin, in which the First Department treated a defendant's attendance at three different settlement conferences as appearance under CPLR 3215(c).

But "there is no indication in that case that such settlement conferences were… mandated," said the Second Department.

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Kasowitz

« Continued from page 1

LLP, in September, with co-founder Lauren Tabaksblat.

Tabaksblat is representing Bowe in the court action against Kasowitz.

Bowe is the second ex-Kasowitz partner to file suit over alleged unpaid wages. Earlier this month, Eric Herschmann alleged that he was owed millions of dollars and that Kasowitz mismanaged the firm's finances.

Neither Kasowitz nor a spokesperson with the firm immediately returned a request for comment.

The firm previously called the Herschmann action "a false document filled with inaccuracies and misstatements of fact."

The litigation comes at the tail end of a year of departures for the firm, including one of its founding partners, Dan Benson, who left the firm in June to form his own shop, prompting a name change from Kasowitz Benson Torres to simply Kasowitz. In all, at least 15 partners have left the Kasowitz firm in 2025.

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Technology Today

CYBER CRIME

Penal Law Article 155 And Cyber Extortion

By **Peter A. Crusco**



It is said that the law is always at least several years behind the technology. With respect to the application of a criminal statute the doctrine of lenity, among other established rules, acts as guideposts for a prosecutor advancing a novel theory charging a defendant. These rules warn that only a reasonable interpretation of a criminal statute that gives a defendant fair notice of a statute's reach may survive judicial scrutiny. This article will address those guideposts in relation to the crime of cyber extortion under Article 155 of the New York State Penal Law.



ADOBE STOCKS

Clear and Fair Warning

As the United States Supreme Court stated almost 100 years ago in *McBoyle v. United States*, 283 U.S. 25, 27 (1931):

"Although it is not likely that a criminal will carefully consider the text of the law before he murders or steals, it is reasonable that a fair warning should be given to the world in language that the common world will understand, of what the law intends to do if a certain line is passed. To make the warning fair, so far as possible the line should be clear."

See also *Bouie v. City of Columbia*, 378 U.S. 347, 351 (1964) ("The ... principle is that no man shall be held criminally responsible for conduct which he could not reasonably understand to be proscribed." (citation omitted)); *United States v. Metcalf*, 156 F.4th 871 (9th 2025).

In *McBoyle*, the prosecution charged a vehicular theft for a case involving a stolen aircraft. The High Court determined the statute only applied to ground-based vehicles and did not cover an aircraft. The prosecutor's reach was too far; the statute had not been revised to apply to aircraft. Similarly, some are concerned that the present larceny statute, Penal Law Article 155, may not reach cyber extortion.

Larceny by extortion under the present statute is committed when a defendant acts by means of force or threat of force to take property including money from a person. The prohibited conduct may include threats of violence to the person, or damage to the person's property or arrest or imprisonment, or falsely testifying against that person, or refusal to testify in that person's defense or denial of services. See, e.g., *People v. Dioguardi,* 8 N.Y. 2d 260 (1960); *People v. Spatarella*, 34 N.Y.2d 157 (1974).

A classic example of extortion is exemplified by the "mob shakedown." In that scenario, a member of organized crime (OC) approaches a business owner (the victim) claiming he is "looking out for him" and will protect his business from criminal conduct (vandalism, harm, etc.) by others if he (the OC member) is paid a weekly "protection fee." In this scenario, the OC member's associates may damage the property before the offer to demonstrate that the protection is needed—that the business is, in fact, threatened and being targeted by others. The protection fee usually increases with time in significant multiples until such time as the OC organization decides to take over the business if that would be more beneficial to their interests.

> Larceny by extortion under the present statute is committed when a defendant acts by means of force or threat of force to take property including money from a person.

In another scenario, sometimes referred to as "blackmail," the bad actor may learn of damaging (scandalous or embarrassing) information against the victim, and threaten to disclose the information, ruin the victim's reputation, and demand payment from the victim in order that the information not be made public. There is usually no end to these payments and no reasonable assurance that the information will not be made public in the future.

With respect to a cyber extortion scenario, the bad actor may threaten the use of unauthorized computer access including ransomware, a type of malware. In this unlawful endeavor, the bad actor may secretly gain access to the victim's computer or network and thereby make certain files necessary to the victim's trade or business inaccessible without payment by the victim of the demanded fee for liberating the files.

In another scenario, the bad actor may shut down the victim's entire network rendering it unavailable to all the clients, and the public, or threaten to make public the business' proprietary or personal/ private information potentially disclosing valuable business information or subjecting the victim to liability for negligence, or even threaten the wholesale destruction of the victim's invaluable

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Health Care and Life Science Stakeholders Value AI for Regulatory Monitoring

BY JEANNE GRAHAM

IN the high stakes world of health care and life sciences organizations, AI poses unique opportunities and challenges. Corporate Counsel and Ropes & Gray recently collaborated on a survey of this business sector's in-house counsel to learn how companies are adopting and governing AI. The survey included questions regarding what use cases health care and life sciences organizations are targeting for AI adoption, their current level of AI adoption, as well as what legal risks they consider most significant. The study results show that regulatory compliance is a top concern whether in-house counsel are considering present or future AI adoption, but that there is real momentum around AI adoption in the health care and life sciences industry.



COURTESY PHOTOS

Michael Lampert, **Christine Moundas** and **Benjamin Wilson**

"Health care is hyper-regulated," said Ropes & Gray health care partner Benjamin Wilson. "The legal and operational stakes are high because we deal with patients, not customers. So that means bad outcomes are bad health outcomes, sometimes irreversible."

Working in this highly regulated sector, 61% of the in-house counsel surveyed said that monitoring current and emerging AI laws and regulatory actions is one of the actions taken by their organizations to manage AI legal, compliance and security risks.

Additionally, nearly half of the study participants noted that an area where they see the greatest potential for AI to add value to their legal departments, in the next two to three years, is in regulatory monitoring (and summarizations tailored to their business).

"I think that regulatory density means healthcare providers and health systems are adopting AI with a sharper focus on that risk and the need for accountability and traceability in a way that I don't think any other sector is," Wilson said.

That regulatory density includes competing guidance from federal and state gov-

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'An Age of Improvisation': Legal Departments Far From Sure-Footed as They Scramble for AI Talent

BY TRUDY KNOCKLESS

AS ARTIFICIAL intelligence adoption diminishes the career prospects of in-house lawyers perceived as tech Luddites, it's creating almost limitless opportunities for those viewed as having AI expertise and the leadership skills to help companies navigate the increasingly complex regulatory challenges the technology is fomenting.

Yet defining what "AI expertise" actually looks like—and finding legal talent who has it—is proving more complex for legal departments than they expected.

"2026 is a year of great challenges for legal departments, and finding qualified AI expertise is going to be one of the biggest," said Jason Winmill, managing partner of the legal department consultancy Argopoint. "Legal departments all want 'experts,' but who defines what an expert is, and how do you do that when you don't have expertise yourself?"

Across nearly every industry, companies are hunting for lawyers who can understand regulatory frameworks, assess AI risk, support cross-functional governance efforts and keep implementation on track, said Stephen Kim, chief legal officer of the cannabis company Avicanna.



COURTESY PHOTOS

Jason Winmill, managing partner of the legal department consultancy Argopoint

He said that demand for legal talent adept at AI governance and data privacy and comfortable working with emerging tech contracts has seen "not just a slight uptick." Increasingly, that skill set is becoming a "significant requirement," Kim said.

Anna Gorodetsky, an in-house recruiter at Major, Lindsey & Africa, added: "Clients are increasingly seeking lawyers who can translate rapidly evolving AI capabilities into practical risk frameworks, negotiate data- and model-related contracts, and advise on cross-border privacy implications. This demand is most pronounced among companies moving from experimentation to scaled deployment of AI tools, where visibility into regulatory risk is becoming a board-level priority."

While legal departments are hiring for AI governance in part because they want to avoid legal potholes that could get them in regulatory trouble, they're also eager to generate a return on their AI investments. "We want to use AI as a competitive advantage to move forward better than others," Kim said.

While hype about the transformative powers of AI abounds, recent research from Thomson Reuters found that companies moving from AI experimentation to implementation are seeing real gains. The company—which surveyed 2,000 professionals in the legal, tax, audit, trade and accounting, risk and fraud and compliance fields—found that use of AI tools already is leading to significant efficiency gains. In the coming 12 months, survey respondents expect AI implementations to save them nearly five hours per week,

'There's a Lot of Ad Hoc'

As legal departments try to navigate what many describe as a moving target, Winmill said companies are adopting a pragmatic—if messy—approach.

"Legal departments all seem to be scrambling to respond, and there's a lot of ad hoc. We're in an age of improvisation and working groups," he said. "The space is evolving at the speed of a microprocessor superchip, and staying current is an enormous challenge."

Rather than waiting for the perfect AI lawyer to emerge, some departments are building cross-functional teams that include technologists, compliance officers and product leads.

"It's very easy for legal departments to create a list of everything they want a lawyer to know—AI, risk, changing regulations," Winmill said. "Finding someone who actually meets that list is another matter entirely."

Jake Knowlton-Parry, managing director of the legal recruiting firm Larson Maddox, said legal departments are adjusting their hiring strategies in real time as AI policies evolve globally.

"With any big-scale tech changes like the one we are witnessing with AI, the smartest thing you can do is be at the forefront of it," he said. "Many of our clients are making changes both in real time as changes happen but also in advance of impending regulatory changes."

Knowlton-Parry added that two-thirds of his clients now prioritize legal candidates with "tech articulacy" as well as experience in AI, legal data governance and working with AI engineers.

Carlos Gamez, project and program management director at the business intelligence and technology provider Wolters Kluwer Legal & Regulatory U.S., said he's observing similar shifts,

"You're starting to see a drive to what you would call 'do-it-yourself enablement," he said, pointing to internal tools and policy guardrails that let non-legal teams work more autonomously within defined AI parameters. "There's a multiplying force happening where AI is enabling legal

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PE Investment

« Continued from page 1

separated out from the business and administrative functions. This is typically done by creating what are known as managed services organizations, or MSOs, which, unlike the practice of law, can accept outside investment.

In the U.S., at least in most places outside of Arizona, fee sharing and nonlawyer ownership of law firms remain prohibited, whereas the U.K. has more liberalized regulations that allow for general outside investment in legal practices.

PE firms have been chomping at the bit when it comes to investing in law firms, seeing the apparent success that has been generated in other industries, such as healthcare and accounting.

David Morley, a consultant with Dejonghe & Morley, and former executive chair of A&O Shearman, said in November that McDermott's public acknowledgment that it would be open to the idea of taking PE investment could ultimately mean that "every player is going to start to think differently."

PE Investment Advantages

Another consultant, U.K.-based Crispin Passmore, has said that "first movers will get a real advantage, so it is no surprise if any Am Law 50 firms are thinking about these opportunities."

Around the time of the McDermott announcement, Cecy Graf, CEO and cofounder of Federate, which provides back-office solutions for law firms, predicted that if McDermott moves forward with its interest in PE, other firms would likely follow suit.

"The MSO model is the next evolution in how law firms run their businesses," Graf has said. "Separating the practice of law from the business of law unlocks opportunities that are not possible under traditional structures."

While firms may consider mergers and consolidations in order to ease growing expense pressures, some are eyeing up PE as a possible solution when it comes to a lack of working capital.

The general idea is that by taking on outside dollars, firms could be in a better cash reserves position, freeing them up to invest in everything from legal technology to real estate to talent acquisition.

Since law firms often distribute profits to partners at year's end, reinvestment back into firms can sometimes take a backseat. If PE comes into play, firms may have more funds on hand to make capital improvements without relying on debt finance.

Law firms are now considering private equity investment as an option, just as they would consider a merger.

Neil Barr, chairman of Davis Polk & Wardwell, in a recent interview about his representation of law firms in merger deals, said many law firms are thinking about private equity investment. "Frankly, many of those law firms are in the part of the legal services market that is also considering mergers. For clarity, that doesn't mean right now they are talking to a private equity sponsor or that it is explicit, but it is becoming increasingly part of the set of strategic options that are on the table."

Investment Hesitation

If permitted, PE investment in law firms, however, could also come with its share of issues, namely, that firm partners would be giving up an ownership stake, albeit through the MSO structure and not the actual practice of law.

For some, the idea of giving up any amount of control could be viewed as a dealbreaker.

One large law firm leader who requested anonymity in order to speak freely about the PE topic said, as interest in the issue has grown, he reached out to some private equity partners in his own firm to ask their thoughts and the response he received was that it would likely be hard to structure a good outcome for both the private equity investors and law firm partners.

"I would bet on the people who are financial engineers for a living on getting the better part of that deal and that would be the private equity investors," the law firm leader said. "From what I understand and what I've read, I think that the private equity investments into the accounting space have not necessarily been home runs. I don't think they're terrible, but I don't think they've quite performed the way some of the investors expected."

Others, however, differ in their outlook on the matter.

"If you would have asked me three months ago, I would have said, 'Absolutely not. No,'" said Chalyse Robinson, a partner with Wilmer Cutler Pickering Hale & Dorr. "But now that McDermott has kind of opened the door to it, if they actually move forward and do it, I think that could cause a snowball (effect)."

While PE investment may come with its share of risks, it may be viewed as the only viable solution, if loan interest rates remain high and untenable for law firm leaders. "Law firm leaders are realizing—more than ever before—how much they need liquidity," ALM Business of Law editor Dan Packel wrote in The Law Firm Disrupted earlier this month. "Talent is increasingly costly. Technology spending is on the rise. And then there's the fear of a crisis that could put an unexpected strain on a firm's balance sheet."

Robert Conrad, a recruiter with Major Lindsey & Africa, previously stated that other big law firms would likely experiment with the PE concept following McDermott's acknowledgment that it was taking it under consideration.

"I mean, he (Ira Coleman) wasn't committing to it, but he was just saying that they would be open to it," Conrad said. "I think you'll have a couple of large firms that will lead the way, and there will be issues that crop up that they'll have to deal with, and the folks in the industry will take note."

Conrad said as the landscape evolves, if PE investment turns out to be a net positive for the legal industry, "then certainly, as a business decision, I think you will see more firms doing it."

Meanwhile, "we'll have to have a good data set to see if this is something that's worth doing, whether the infusion of cash justifies the potential loss of control over certain functions and also whether there are legal and ethical issues that come up," he said. "Lawyers and law firms are risk-averse generally, so they're not going to want to do anything that messes too much with their model or jeopardizes relationships with clients."

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Calendar

THURSDAY, JAN. 8

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

TUESDAY, JAN. 13

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

WEDNESDAY, JAN. 14

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

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

NY City Bar (Non CLE)
Small Law Firm Luncheon: Cybersecurity Without the Jargon: A Practical Guide for Solo and Small Firms to Safeguard Client Trust in the Digital Age
12 p.m. - 2 p.m.
In-Person Registration Link: https://services.nycbar.org/EventDetail?EventKey=SLF011426&mcode=NYLJ
Location: 42 West 44th Street
Contact: Customer Relations Department,
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WEDNESDAY, JAN. 21

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

THURSDAY, JAN. 22

NY City Bar (Non CLE)
Small Firm Chats – Stay Connected with Your Peers and Us!
12 p.m. - 12:45 p.m.
Registration Link: https://services.nycbar.org/EventDetail?EventKey=SLFC012226&mcode=NYLJ
Location: Zoom
Contact: Customer Relations Department, 212-382-6663 or customerrelations@nycbar.org
Understanding Chronic Absenteeism and School Avoidance: Law, Policy & Practice in Public Schools
6 p.m. - 7:30 p.m.
In-Person Registration Link: https://services.nycbar.org/EventDetail?EventKey=EDU012226&mcode=NYLJ
Location: 42 West 44th Street
Contact: Customer Relations Department, 212-382-6663 or customerrelations@nycbar.org
Mental Health Reform at a Crossroads
6 p.m. - 7:30 p.m.
Registration Link: https://services.nycbar.org/EventDetail?EventKey=MHL012226&mcode=NYLJ
Location: Zoom
Contact: Customer Relations Department, 212-382-6663 or customerrelations@nycbar.org

MONDAY, JAN. 26-TUESDAY, JAN. 27

NY City Bar (CLE)
16-Hour Bridge-the-Gap: Practical Skills, Ethics & More…
Time Day 1: 9:00 am – 5 p.m. (Virtual)
Time Day 2: 9:00 am – 5 p.m. (In-Person)
CLE credits both days: 16
Day 1 CLE credits: 8
Day 2 CLE credits: 8
Both Days Registration Link: https://services.nycbar.org/EventDetail?EventKey=BTG262725&mcode=NYLJ
Day 1 Registration Link: https://services.nycbar.org/EventDetail?EventKey=_WEB012626&mcode=NYLJ
Day 2 In-Person Registration Link: https://services.nycbar.org/EventDetail?EventKey=BTG012726&mcode=NYLJ
Location: Zoom
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TUESDAY, JAN. 27

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

WEDNESDAY, JAN. 28

NY City Bar (Non CLE)
A Day in the Life of an In-House Counsel
12:30 p.m. - 2 p.m.
Registration Link: https://services.nycbar.org/EventDetail?EventKey=NLI012826&mcode=NYLJ
Location: Zoom
Contact: Customer Relations Department, 212-382-6663 or customerrelations@nycbar.org
Coloring Outside the Law
The Full Spectrum of Tech Law—Pixels, Privacy and Progress
6 p.m. – 7 p.m.
Registration Link: https://services.nycbar.org/EventDetail?EventKey=DEI012826&mcode=NYLJ
Location: Zoom
Contact: Customer Relations Department, 212-382-6663 or customerrelations@nycbar.org

THURSDAY, JAN. 29

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

WEDNESDAY, MARCH 4

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

AI Talent

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departments to scale in ways they couldn't before."

In the new environment, legal departments "need attorneys who aren't just theoreticians," Winmill said. "They need people who understand how the business is using AI and can create governance that's actually usable. The perfect AI policy that no one understands or follows isn't helpful."

So far, most in-house teams are layering AI responsibilities onto existing roles—adding policy oversight, for instance, to the job responsibilities of product counsel, privacy counsel or IP counsel.

Departments opting for new roles are creating positions such as AI counsel, AI compliance officer, ethical AI compliance officer and chief AI ethics officer.

"Even when new titles aren't created, the scope of traditional roles is expanding significantly," Gorodetsky said. "Lawyers are expected to understand model-development lifecycles, data-sourcing risks, vendor AI tools and internal governance committees."

Knowlton-Parry said in-house lawyers who take the initiative to obtain AI training are giving themselves a leg up for plum job openings. "The attorneys who are proactive on this will get the best roles before their competition wakes up."

'Careful Does Not Mean Slow'

After struggling to find the talent they need, some legal departments are becoming more aggressive. "They've recognized they may have to throw money at the problem," Winmill said. "They're backing up the Brinks truck for these AI experts."

But money doesn't alter the reality that "there just aren't enough people with domain expertise in the marketplace," he said. "And legal departments are still working out how to assess what they need, what's actually relevant to their business and how to scale it."

Industries with intense regulatory oversight—including finance, pharmaceuticals and health tech—are furthest along in retooling their legal departments for the AI age. "We're seeing companies ask candidates to shape internal AI policies, interpret regulatory frameworks and partner with technical teams to build compliant development processes," Gorodetsky said.

The new landscape requires legal talent comfortable and adept at contingency planning. "We need somebody to say, 'This is where we are, this is where the EU might be, and here are the 1-2-3 plans we have to move forward,'" Kim said. "It requires agility and proactive thinking."

Turning to outside vendors for help carries its own risks, Kim said. "There are so many people promising so much, a complete over-promise, as opposed to actual delivery," he said. "And then when you actually have conversations with them, you realize they don't have close to what they promised."

He said departments need to be careful in evaluating vendors, but without sliding into paralysis by analysis. "Careful does not mean slow. Careful means exactly that—scrutinizing every offering to see if it fits. Just because they slapped AI on it doesn't make it right."

@ Trudy Knockless can be reached at trudy.knockless@alm.com.

Health Care

« Continued from page 5

ernments, said Christine Moundas, a partner in R&G's healthcare and data practice and co-lead of the firm's digital health initiative.

"A lot of what we're seeing is the federal and state tension where there are quite a number of federal initiatives aimed at revving up and accelerating AI adoption," Moundas said. "When administrations change, the regulatory environment around AI adoption shifts." It is important that organizations remain rigorous in their approach to AI because the regulatory climate might change in the future," she said. "There will be a continuing tug of war between federal and state government over the level of regulation that's appropriate and which regulator should be in the lead."

"We have advised quite a number of companies and organizations in this space and there are emerging norms around how companies should approach AI evaluation, adoption, implementation and oversight," said Moundas. "We're here to help our clients navigate that process, whether it be helping to create governance committees, developing policies around specific areas such as software as a medical device, navigating regulatory clearance or negotiations with vendors and data rights discussions. There's really a wide variety of areas where we counsel our clients to make sure that they're hitting the mark when it comes to AI adoption."

There is a parallel between R&G and its clients when looking at AI protocols and use, said R&G health care partner Michael Lampert. Like its clients, the firm is investing significantly in AI resources to accelerate the pace of work, while retaining standards for excellence and protecting data privacy. "We have a professional responsibility to deliver the highest quality work, with the broadest analysis to support it," Lampert said. "We do the best job we can using the best tools available." AI, in the hands of creative and smart users, delivers a whole new set of tools, which the firm is deploying, with and for its clients.

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Extortion

« Continued from page 5

archives unless the demands are satisfied.

Attempts to Amend Art. 155—Specific Cyber Extortion Provisions

For about the last five years legislators have been tinkering with the Penal Law larceny statute, P.L. Article 155. The deed theft revision was one recent revision.

Members of the State legislature have for several years also endeavored to craft an addition to Penal Law Article 155, which prohibits larceny in its many forms, defining cyber extortion, which now arguably falls under the broader umbrella of larceny, in an apparent effort to complement the existing computer fraud statutes. See Penal Law §155.05 (2)(e). The baseline charge for larceny by extortion is a class "E" felony punishable by up to four years in prison. P.L. §155.05. If the threat involves physical injury or property damage, the crime is a class "C" felony punishable up to fifteen years in prison. P.L. §155.40. See also Coercion, P.L. 135.60; Computer Tampering, P.L. §§156.20-156.27.

The New York legislature's most recent effort, that has yet to be enacted, is addressed in Senate Bill S83 of 2025 which would amend New York Penal Law §155.05 by adding subsection (h). Subsection "h" would establish the crime of larceny by cyber extortion by making it illegal to implement any type of malicious computer instruction on another's computer, computer system, or computer network that modifies, renders inoperable, transmits, records, destroys, or restricts access to such computer, computer system, or computer network, or any information or data therein. This section applies to actual, threatened, and falsely stated implementations of such malicious computer instructions so long as the perpetrator of the crime attempts to extort money from another. See, Summary, NY State Senate Bill 2025 S83 (Hon. John Liu, Sponsor). See also NYS Assembly Bill A6794.

The Rule of Lenity

More recently, cases involving the interpretation of internet related and/or computer related crimes have opined that criminal statutes must be interpreted in a reasonable and "expected manner." For instance, in *United States v. Valle*, 807 F.3d 508 (2d Cir. 2015) the United States Court of Appeals for the Second Circuit reversed defendant's conviction under the Computer Fraud and Abuse Act (CFAA), 18 U.S.C. §1030 (CFAA), determining that he did not "exceed authorized access" when he used his restricted access to the NCIC program to conduct a search with no law enforcement purpose.

> With respect to a cyber extortion scenario, the bad actor may threaten the use of unauthorized computer access including ransomware, a type of malware.

The court employed the rule of lenity determining that a contrary result would potentially make every violation of private computer use policy a federal crime. In *United States v. Nosal*, 676 F.3d 854, 864 (9th Cir. 2012) (en banc) in interpreting the CFAA, the United States district court dismissed the charges against Nosal for failure to state an offense, and the Ninth Circuit affirmed, noting that a broader definition of the term "access" would allow criminal liability to "turn on the vagaries of private policies." Nosal at 860, supra.

Similarly, in 2014, the New York State Court of Appeals in People v Golb, 23 N.Y. 3d 455 (2014) cert den 135 S.Ct. 1009 (2015) reviewed the meaning of "without authorization" in a case involving charges of unauthorized access of a computer, Penal Law §156.05, among other offenses, that is, use of a computer when he or she knowingly uses, or causes to be used, or accesses a computer, computer service, or computer network without authorization. The Court of Appeals analyzed the term "without authorization" defined in Penal Law §156.00 (8), as to access a computer "… without the permission…or after actual notice to such person that such use or access was without permission…" Defendant contended that he had permission to access the college computers as an alumnus and member of the library program. The District Attorney argued that using the computer to commit a crime could never be an authorized use.

The court looked to the definitions and wording of the statute and legislative history which indicated that the statute was intended to reach a person who accessed a computer system without permission (i.e., a hacker) and found that the language did not appear to encompass defendant's conduct. Further, the court applied the rule of lenity that if two constructions of a criminal statute are plausible, the one more favorable to the defendant should be adopted in finding that the people failed to sustain their burden of proof and vacated the convictions under P.L. §156.05. See e.g., Nosal and Valle, supra. See also *LVRC Holdings v. Brekka,* 581 F.3d 1127, 1131, 1135 (9th Cir. 2009) (in the civil context, interpreting the CFAA, 18 U.S.C. §1030).

Subsection (b) of §155.40(2), covering threats to "cause damage to property," has been construed by the New York courts to include not only threats of physical damage to property, but also threats of economic harm, such as labor stoppages. This branch of §155.40(2) can be violated without threat or use of force. See *People v. Dioguardi,* 8 N.Y.2d 260 (1960) ("It is well-settled law in this State that fear of economic loss or harm satisfies the ingredient of fear necessary to the crime."); *People v. Capparelli*, 158 Misc. 2d 996 (N.Y. Sup. Ct. 1993) (noting, where defendant made threat of labor "problems" to general contractor victim, that "[f]ear of future economic harm is sufficient to establish" extortionate larceny). See, *Colotti v. United States*, 71 F.4th 102, 112 (2nd Cir. 2023). The other forms of larceny by extortion set forth in §155.05(2)(e) are defined as grand larceny in the fourth degree. N.Y. Penal Law §155.30(6). See, *Colotti v. United States*, 71 F.4th 102, 112 (2nd Cir. 2023).

Conclusion

Given the legislature's recent attempts to tinker with the present larceny by extortion provisions by adding a specific provision for cyber extortion, some apparently anticipate that a prosecution brought for cyber extortion under the present statute may be subject to a valid attack. Whether or not that attack is successful under the present statute will depend upon the interpretation by the Court of the well-established rules of lenity and clear and fair warning addressed above.

Embezzling

« Continued from page 4

conviction, you may be able to file a request for restitution.

On the other hand, often, going to law enforcement may not be the best option as there may be a risk of reputational harm to the company. If a company decides to pursue a civil action against the employee to collect the amount embezzled, you need to keep in mind whether the employee has the ability to reimburse the company for any part of the theft. Ultimately, the company may decide to terminate the employee and file a claim with their insurance carrier to try and recoup the loss if they have fidelity or commercial crime insurance.

Depending on whether the company's insurance policy has this type of coverage, you will need to contact your insurance provider within a couple of months of discovering the employee theft to initiate a claim. Keep in mind that you will need to file a proof of loss and provide supporting documents within a specified time period as described in your insurance policy. The proof of loss is a sworn statement that often is notarized and details the incident and the amount claimed.

Some insurance policies may even cover the cost associated with developing the proof of loss statement. The proof of loss typically includes details of how the theft occurred, supporting documentation, and a quantification of the amounts embezzled. Forensic accountants can also quantify the theft and provide support for the insurance claim.

Examples of the types of supporting information you may want to gather include financial records such as bank statements and cancelled checks, credit card statements, witness statements, employee interviews, and surveillance footage.

For more complex insurance claims, forensic accountants are often hired to examine the claim, both by the insured or for the insurer. Forensic accountants can evaluate the evidence surrounding the claim, identify the responsible parties, and conduct interviews of key personnel.

Interviewing other employees who may be knowledgeable about the wrongdoing can be very helpful in narrowing down areas to investigate. Forensic accountants can also assist with the possible recovery of stolen assets from the company.

> Interviewing other employees who may be knowledgeable about the wrongdoing can be very helpful in narrowing down areas to investigate.

Insurance companies often require companies to mitigate any future losses once the embezzlement or dishonest activity is discovered. Forensic accountants and other professionals can assist in evaluating a company's internal controls and can make recommendations for improvement in specific areas.

Companies are often asked by the insurance carrier about what changes they made to their internal controls in response to the theft as a way of determining whether to continue the coverage. There are steps that every company can take to reduce the likelihood of workplace theft. Some examples include having more than one employee approve financial and/or accounting transactions, ensuring no single person has control over an entire process, conducting random internal and external audits, having all employees sign an anti-theft policy, having a whistleblower hotline, and reviewing and updating controls regularly to ensure they remain effective and address new risks.

Discovering that an employee (or business partner) has embezzled from the company does not have to be intimidating. There are steps you can take to determine the best course of action against the dishonest employee.

Establishing the right team to investigate the harmful act is just as important as conducting a discreet investigation that can minimize the effect of your business operations and reputation. Business owners often need help in determining whether their company has the necessary structure, controls, and tools to prevent the next fraud. Enlisting the company's technology personnel, legal counsel, and forensic accountants quickly to assess the extent of the damage is crucial or you may face the risk of a possible lawsuit and/or criminal charges.

Beyond the immediate response, organizations must take the time to understand both how and why fraud occurred in the first place, review internal processes, find gaps in segregation of duties, and evaluate whether proper oversight systems were in place. A thorough post-incident assessment allows leadership to strengthen internal policies and reinforce accountability at all levels of the company.

Experienced forensic professionals can provide recommendations for improving processes, clarity on the order of events, methods that were used to conceal the fraud, and a quantification of the financial implications the fraud had on the business.

Additionally, maintaining transparent communication with both your internal stakeholders and, when appropriate, external partners, helps maintain trust during this time. While confidentiality is vital, ensuring that employees understand the company's commitment to ethical behavior and security can deter future misconduct.

Ultimately, addressing embezzlement swiftly, thoughtfully, and with the guidance and support of qualified professionals, empowers organizations to protect their assets while rebuilding confidence and emerging stronger.

Relevance

« Continued from page 3

the proprietary lease were seemingly not in conflict (see e.g. *Yatter v. Continental Owners Corp*, 22 A.D.3d 573, 574–75 (2d Dept 2005) and *RFLP, LLC v. 255 West 98th Street Owners Corp.,* 205 A.D.3d 594 (1st Dep't 2022)), courts could simply reference both documents as part of their findings without commenting on priority or relevance.

But what if these documents are not in harmony? Courts have drifted toward a broader role for the offering plan. At the trial level, a court in the City of New Rochelle (210-220-230 *Owners Corp. v Arancio,* No. SP-59-2009 (N.Y.City Ct., July 21, 2009)) breaks from judicial ambiguity, citing *Kralik* to conclusively deem the offering plan a "seminal corporate document" and one of the "controlling documents," on the grounds that it is "central to the creation of the cooperative

corporation and its relationship to its shareholders." However, it should be noted that *Kralik* defined neither of these terms, but rather emphasized the "contractual relationship" for enforceability—an element not evaluated in the City of New Rochelle decision. Similarly, a First Department decision in *Fairmont Tenants Corp. v. Braff,* 162 A.D.3d 442 (2018) also refers to the offering plan as a "controlling document," citing to Sassi-Lehner for support. However, the relevant passage from *Sassi-Lehner* (i.e. "there are circumstances where the offering plan is to be 'taken together' with the controlling documents") not only falls short of such a universal rule, but may even be read to expressly distinguish the offering plan from the controlling documents.

With Bellstell emerging in 2021, a stricter posture seemed to surface within the First Department. Here, the court considered how strictly a proprietary lease should be interpreted when determining the continued status of "unsold shares." Intriguingly, *Bellstell* does not include the offering plan in this analysis; instead, reiterating Kralik's principle that only "controlling documents" determine the issue at hand, *Bellstell* proceeds to base its opinion solely on the proprietary lease.

The First Department further interprets *Kralik* to reject all proprietary lease inferences that are "not suggested by its terms," to the point that even subsequent updates in law may not influence the proprietary lease's meanings. Coupled with *Kralik's* demand for a "contractual relationship with the cooperative corporation," *Bellstell's* strict interpretation challenges the relevance of the offering plan (to the extent not incorporated into the proprietary lease by reference) once more.

Condominiums: Restrictive Covenants and Contracts

In condominiums, unit owners hold fee title with an undivided interest in the common elements, and governance rights and obligations stem from restrictive covenants that run with the land through recorded instruments, i.e. the declaration, bylaws, and tax lot drawings. The offering plan, in contrast, is not recorded against any of the tax lots and otherwise generally falls short of the elements necessary for a covenant to run with title (see *Neponsit Prop. Owners' Ass'n v Emigrant Indus. Sav. Bank*, 278 NY 248 (1938)).

The application of *Kralik's* contract-based cooperative principles to condominiums is not straightforward, since condominiums are governed by restrictive covenants rather than bilateral proprietary leases. However, a First Department decision *Pomerance v. McGrath,* 124 AD3d 481 (1st Dept 2015) characterized "a violation of bylaws" as "akin to a breach of contract," which suggests a contractual relationship arising from the restrictive covenants. Even so, how that relationship extends to the offering plan remains uncertain, short of incorporation by reference.

> In condominiums, unit owners hold fee title with an undivided interest in the common elements, and governance rights and obligations stem from restrictive covenants that run with the land through recorded instruments, i.e. the declaration, by-laws, and tax lot drawings.

Privity between the building and the offering plan might however be drawn from a statutory source. Real Property Law §339-dd authorizes a condominium board "on behalf of two or more of the unit owners," to bring actions "relating to the common elements or more than one unit," and has long been relied upon to support a board's standing to assert breach-of-contract claims against a sponsor based on promises made in the offering plan (see *Residential Bd. of Managers of Zeckendorf Towers v. Union Sq.-14th St. Assoc.*, 190 AD2d 636 (1st Dept 1993)).

Where a board is statutorily empowered to enforce unit owners' contractual rights, a reciprocal question emerges: may a unit owner, in turn, enforce a claim against the board arising from the same offering plan? While our research has not identified a generally reported case that addresses this directly, trial-level decisions trend in favor of reading the offering plan and the declaration together (see, e.g. *Residential Comm. of Bd. of Managers of the Sycamore v 250 E. 30th St. Owners, LLC*, 17 Misc 3d 1139(A) (Sup Ct 2007)).

Jennifer Realty and Privity

While *511 W. 232nd Owners Corp. v Jennifer Realty Co.*, 98 NY2d 144 (2002) is arguably best known for its discussion on sponsor obligations, it also raises a key issue concerning the corporation's privity under the offering plan. Here, the Court of Appeals found that the plaintiffs—inclusive of the corporation—pleaded a valid breach of contract claim based on Sponsor's failure to fulfill certain obligations under the offering plan. The court's willingness to sustain the board's claims recognizes a contractual relationship between the board and the sponsor under the offering plan. This, in turn, invites the question: does the corporation's contractual privity under the offering plan give rise to enforceable obligations between the corporation and the shareholders?

The source of the contractual privity between the sponsor and the corporation is not expressly identified in Jennifer Realty. However, it may arise from the "Contract of Exchange" executed during the cooperative conversion, through which the sponsor conveyed its possessory interests in the property to the corporation in exchange for the corporation's shares. The Contract of Exchange typically incorporates the offering plan by reference, providing a plausible basis for the corporation-sponsor contractual relationship recognized in *Jennifer Realty.*

That said, the Contract of Exchange is not signed by any individual shareholders, nor incorporated by reference in the proprietary lease. While privity may indeed be achieved between the sponsor and the corporation, the Contract of Exchange provides little foundation for a contractual relationship between the shareholders and the corporation.

The logic becomes even more tenuous when we step back into a condominium world. Because a condominium is formed through the recordation of a declaration, unilaterally signed by the sponsor as declarant, no Contract of Exchange or comparable agreement exists to create privity between the sponsor and the condominium board in the first place. Without that privity, it is difficult to see how *Jennifer Realty* could have reached the same result on the board's contractual claims had the case arisen in a condominium context.

Defined Terms Matter

Amid all this ambiguity, one pathway for enforcing offering plan provisions between boards and owners may emerge more often than expected. Practitioners drafting governing documents for both condominiums and cooperatives often employ a defined term—"Condominium Documents," "Governing Documents," etc.—to capture the full set of instruments binding on the board and owners. These defined terms typically encompass the governing documents specific to that building, such as the declaration, proprietary lease, certificate of incorporation, tax lot drawings, by-laws, etc. Occasionally, however, "offering plan" is added as well.

The intentionality behind this is not always clear; it is possible that terminology crafted for the offering plan narrative simply finds its way into the governing documents without additional levels of scrutiny. Especially in light of *Sassi-Lehner*, the consequences may be significant. What begins as a convenient drafting choice can, through incorporation by reference, inadvertently elevate the offering plan to the level of a corporate document (in a co-op) or a covenant running with the land (in a condominium) by way of incorporation by reference—creating precisely the "legal hook" *Sassi-Lehner* affirmed.

Conclusion

Across both condominiums and co-ops, the offering plan's significance beyond sponsor sell-out proves more complex than its disclosure-driven origins suggest. As with many things in the legal world, the offering plan's afterlife is shaped by a complex interplay of doctrine, drafting, and underlying frameworks.

Case law demonstrates that its enforceability depends largely on contractual relationships, yet the applicability of those principles diverges meaningfully between the condominium and co-op regimes. In this uncertain terrain, incorporation by reference remains one of the most concrete ways an offering plan's provisions may be enforceable against boards and owners.

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Off Page 2

SCOTUS

« Continued from page 2

The justices are preparing to rule on the legality of Trump's tariffs on virtually all U.S. trading partners, which has been a cornerstone of his second term economic policy.

Trump has touted the supposed benefits of tariffs for boosting domestic manufacturing, increasing revenue and offsetting the deficit. He has even floated sending Americans paychecks from money raised through the tariffs, despite the U.S. solicitor general's insistence to the high court that the levies are merely "regulatory tariffs," and "not revenue-raising tariffs."

During a hearing in November, several members of the conservative majority raised doubts about the president's authority to unilaterally impose the levies under a 1977 emergency law.

Justice Neil Gorsuch said Trump was seeking a "one-way ratchet toward the gradual but continual accretion of power in the executive branch and away from the people's elected representatives."

Chief Justice John Roberts Jr. asked why the Supreme Court shouldn't apply the "major questions doctrine" to Trump's tariff policies, which require Congress to clearly authorize the executive branch to roll out programs of massive economic significance. The court had used the doctrine as the basis to strike down several policies of former President Joe Biden.

This month the Supreme Court appeared sympathetic to the administration's attempt to overturn roughly a century of precedent upholding the independence of various federal agencies.

At the same hearing, however, Kavanaugh suggested the court could preserve the independence of the Federal Reserve from presidential control. His question suggested that the court may look skeptically upon Trump's effort to fire Fed Gov. Lisa Cook when the justices hear her case during its January argument session.

The Supreme Court will also settle the constitutionality of Trump's attempt to end birthright citizenship for the children of temporary and undocumented immigrants next year. With a decision expected by July, the justices will determine whether Trump may upend over a century of common understanding of the citizenship clause of the Fourteenth Amendment, which says, "All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States."

The justices have yet to set a date for oral arguments in the case.

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Deals

« Continued from page 2

Masons, Linklaters, Addleshaw Goddard, Slaughter and May, Herbert Smith Freehills Kramer, Freshfields, Pinsent Masons, DLA Piper, and Orrick, Herrington & Sutcliffe.

The power station is expected to provide 10,000 new jobs and 1500 new apprentices, as well as producing low-carbon energy that contributes to the government's goal for net zero greenhouse gas emissions by 2050.

Clifford Chance is advising Sizewell C on all aspects of its equity capital raise, while A&O Shearman is separately advising Sizewell C on all aspects of its supply chain and contracting strategy for the Sizewell C project.

The majority shareholder in the project is the U.K. government, who will take a 44.9% stake and be represented by Linklaters.

Addleshaw Goddard is advising the U.K.'s National Wealth Fund on providing debt financing of up to £36.55 billion, while Slaughter and May is representing Centrica in its £1.3 billion commitment to acquire a 15% equity stake in Sizewell C.

DLA Piper is serving as legal counsel to La Caisse, a Canadian investment group and 20% shareholder which is also being advised by Herbert Smith Freehills Kramer. Amber Infrastructure, which is taking 7.6%, is also being counselled by DLA Piper.

France's EDF is taking 12.5%, advised by Freshfields.

Pinsent Masons provided legal support to establish the delivery alliance for the Sizewell C nuclear power station, and Orrick, Herrington & Sutcliffe advised the Nuclear Liabilities Financing Assurance Board.

$32B: Google Buys Wiz

Big tech deals proliferated this year. Google's parent company Alphabet struck a its largest acquisition to date in a $32 billion deal to acquire Wiz, an American-Israeli cybersecurity startup.

Underscoring its burgeoning U.S. credentials, Freshfields advised Alphabet—one of the highest-valued mandates so far for the London-headquartered firm. It was a significant deal for Freshfields, which has proven itself as one of the few non-U.S. native firms that can make major strides in the hyper-competitive New York deal market. Indeed, the firm's LLP accounts show that its U.S. arm saw the sharpest growth of all of its locations.

The firm has since landed other multi-billion dollar mandates in the Merck and Lowe's deal, thanks to the firm's former Cravath contingent, led by Damien Zoubek and Jenny Hocheberg.

$22.8B: BlackRock Infra Deal

We look to Asia next, as, in March, BlackRock led a consortium in a $22.8 billion acquisition of CK Hutchison's ports business.

One of BlackRock's largest infrastructure investments this deal saw the asset manager agree to buy a 90% interest in Hong Kong conglomerate CK Hutchison's stake in Panama Ports Company.

The deal also included CK Hutchison's 80% effective and controlling interest in 43 ports comprising 199 berths across 23 countries worldwide.

Weil Gotshal & Manges represented the consortium, comprised of Global Infrastructure Partners, which was acquired by BlackRock last year in an approximately $12.5 billion deal, shipping company Terminal Investment and other Swiss investors.

Trump's claims that China has been operating the strategically significant canal, with the majority of the vessels passing through the passage heading either to or from the U.S., ended up sparking some political conversation in relation to this deal.

The deal still faces difficulty, with media reports suggesting that China is insisting that Cosco, their state-owned ship operator, gets a controlling stake in the deal.

$20B: Blackstone, Legal & General Tie Knot

Another growing deals trend has seen the forming of new relationships between insurers and private equity houses.

In July, Blackstone partnered with U.K. insurer Legal & General in a $20 billion union.

The deal, which involved Simpson Thatcher & Bartlett and Clifford Chance as legal advisers, allowed Blackstone access to the £1.1 trillion in assets under management held in L&G's annuity business, and source predominantly U.S.-originated private credit deals for the U.K. FTSE-100 financial services group.

With plans for L&G to allocate up to 10% of its annuities business into investment-grade private credit deals via Blackstone's origination platform, according to a statement released by the insurer, this deal hopes to grow the platform to as much $20 billion across the following five years.

Simpson Thacher represented their long-term client Blackstone on the deal, while Clifford Chance represented L&G on the partnership.

$18.4B: Dr Pepper's Coffee Deal

Tech and media deals may have garnered the most attention this year, but the consumer and beverage space also saw some major M&A action.

Another of the biggest deals of the year, two more major law firms won mandates on the $18.4 billion acquisition of global coffee company JDE Peet's by Keurig Dr Pepper.

Paul, Weiss, Rifkind, Wharton & Garrison is representing Keurig, while A&O Shearman is advising JDE Peet's.

The deal is set to significantly alter competition across the global beverage and coffee sectors, impacting markets across Europe, North America and Asia, and will see British coffee companies Kenco and Mellow Bird's bought up.

Upon completion of the deal, Keurig plans to split into two independent U.S.–listed entities, separating the 2018 merger that brought Keurig and Dr Pepper together.

$10B: Big Pharma M&A

Last year, one of the big international deal trends saw the acquisition of U.K. companies by U.S. investors. This trend stretched into 2025, as seen in July's $10 billion deal between U.S. pharmaceutical giant Merck and U.K.-headquartered lung disease specialist Verona Pharma.

A couple of the usual suspects, Freshfields and Latham & Watkins, scooped up mandates here.

As mentioned, Freshfields advised Merck, led from its New York office by former Cravath partners Damien Zoubek and Jenny Hochenberg.

On the other side of the deal, Latham guided Verona on its sale, with a cross-border team led by Boston and New York-based corporate partner Peter Handrinos, Orange County partner Scott Shean and London partners Sam Newhouse and Douglas Abernethy.

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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.

WEDNESDAY, DEC. 31

9:30 A.M.

819224/23 Rivera v. Haight Inc.

MONDAY, JAN. 5

9:30 A.M.

805015/23 Pimentel v. 4380 Third Ave Building Corp.

12 P.M.

806645/23 Richards v. Ferreira

FRIDAY, JAN. 9

10 A.M.

656252/21 Savinis v. Aaron Bollman & Company

1 P.M.

809345/23 Kelly v. 10 Clay Properties

WEDNESDAY, JAN. 28

10 A.M.

655517/18 Padia v. Toha

2 P.M.

651086/24 Tsui v. Kaufman

THURSDAY, JAN. 29

10 A.M.

659317/24 Sotheby's International v. Waterbury

APPELLATE TERM

60 Centre Street Room 401

10 A.M.

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

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

New York County

SUPREME COURT

Ex-Parte Motion Part And Special Term Part

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

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

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

IAS PARTS

1 Silvera: 300 (60 Centre)
2 Sattler: 212 (60 Centre)
3 Cohen, J.: 208 (60 Centre)
4 Kim: 308 (80 Centre)
5 Kingo: 320 (80 Centre)
6 King: 351 (60 Centre)
7 Lebovits: 345 (60 Centre)
8 Kotler: 278 (80 Centre)
9 Capitti: 355 (60 Centre)
11 Frank: 412 (60 Centre)
12 Stroth: 328 (80 Centre)
13 Schumacher 304 (71 Thomas)
14 Bluth: 432 (60 Centre)
15 Johnson: 116 (60 Centre)
17 Hagler: 335 (60 Centre)
18 Tisch: 104 (71 Thomas)
19 Sokoloff: 540 (60 Centre)
20 Kaplan: 422 (60Centre)
21 Tsai: 280 (80 Centre)
22 Chin: 136 (80 Centre)
23 Schumacher 304 (71 Thomas)
24 Katz: 325 (60 Centre)
25 Marcus: 1254 (111 Centre)
26 James, T.: 438 (60 Centre)
27 Dominguez: 289 (80 Centre)
28 Tingling: 543 (60 Centre)
29 Ramirez: 311 (71 Thomas)
30 McMahon: Virtual (60 Centre)
32 Kahn: 1127B (111 Centre)
33 Rosado: 442 (60 Centre)
34 Ramseur: 341 (60 Centre)
35 Perry-Bond: 684 (111 Centre)
36 Saunders: 205 (71 Thomas)
37 Engoron: 418 (60 Centre)
38 Crawford: 1166 (111 Centre)
39 Clynes: 232 (60 Centre)
41 Moyne: 327 (80 Centre)
42 Morales-Minera: 574 (111 Centre)
43 Reed: 222 (60 Centre)
44 Pearlman: 321 (60 Centre)
45 Patel: 428 (60 Centre)
46 Latin: 210 (71 Thomas)
47 Goetz: 1021 (111 Centre)
48 Masley: 242 (60 Centre)
49 Chan: 252 (60 Centre)
50 Sweeting: 279 (80 Centre)
51 Headley: 122 (80 Centre)
52 Sharp: 1045 (111 Centre)
53 Borrok: 238 (60 Centre)
54 Schecter: 228 (60 Centre)
55 d'Auguste: 103 (71 Thomas)
56 Kelley: 204 (71 Thomas)
57 Kraus: 218 (60 Centre)
58 Cohen, D.: 305 (71 Thomas)
60 Crane: 248 (60 Centre)
61 Bannon: 232 (60 Centre)
59 James, D.: 331 (60 Centre)
62 Chesler: 1127A (111 Centre)
65 Reo: 307 (80 Centre)
MFPKahn: 1127B (111 Centre)
MMSP-1: 1127B (111 Centre)
IDV Dawson: 1604 (100 Centre)

PART 40TR JUDICIAL MEDIATION

On Rotating Schedule:

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

EARLY SETTLEMENT

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

SPECIAL REFEREES 60 Centre Street

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

JHO/SPECIAL REFEREES 80 Centre Street

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

SPECIAL REFEREE 71 Thomas Street

Judicial Hearing Officers

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

Supreme Court Motion Calendars Room 130, 9:30 A.M. 60 Centre Street

Supreme Court Motion Dispositions from Room 130 60 Centre Street

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

Motion Calendar Key:

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

60 CENTRE STREET

Submissions Part

FRIDAY, JAN. 2

Submission

1 101127/25 Hans-Gaston v. NYC Dept. of Social Services
2 101127/25 Hans-Gaston v. NYC Dept. of Social Services
3 101229/25 Otrompke v. Chief Judge Dianne Renwick Et
4 100990/25 Rasheed v. NYC Dept. of Education
5 101332/24 Tewiah v. Dept. of Finance

Paperless Judge Part

TUESDAY, DEC. 30

654934/25 Staffing Group Holdings v. Luxurban Hotels, Inc.
659977/25 The Black Car Fund v. Progressive Max Ins. Co.

WEDNESDAY, DEC. 31

655549/23 Steven Gurney-Goldman v. Solil Management

FRIDAY, JAN. 2

655831/25 21 Cleveland LLC v. 21 Cleveland Pl. Corp.
162632/25 299 3rd Dev. LLC. v. Laborda
653117/23 508-510 E 13 LLC v. Lexelle Rlty. LLC Et Al
650965/24 Alegria v. Barovick
655172/25 Alliance Funding Group v. Brown & Brown Group Inc. Et Al
151645/25 Alvarez v. Pelton
156737/24 Angwang v. NYC Police Dept.
654499/22 Arboretum Silverleaf Income Fund Lp Et Al v. Katofsky
652864/25 Atlantic Specialty Ins. Co. v. L And J Enterprises 1 LLC Et Al
655509/25 Avana Capital v. Sustainable Energy Light And Power
651554/25 Avnet, Inc., Et Al v. Harman Becker Automotive Systems, Inc. Et Al
805348/22 Baez v. Fishoff
159250/25 Baldor Specialty Foods v. NYC Et Al
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155584/24 Berry v. Legends Lounge Et Al
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656934/21 Board of Mgrs. of The 443 Greenwich St. Condominium v. Sgn 443 Greenwich St. Owner LLC Et Al
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158343/24 Morciglio v. Gonzalez
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656458/21 Salitsky v. D'Attanasio
650157/24 Schumer v. C & A Seneca Const. LLC
650663/23 Seneca Ins. Co., Inc. Et Al v. Rosanna Food Corp Et Al
158687/23 Shr Group Inc. v. The Corinthian Condominium
850506/25 Sig Rcrs A/b Mf 2023 Venture LLC v. 166-168 East 104th St. LLC Et Al
850503/25 Sig Rcrs A/b Mf 2023 Venture LLC v. Aha Rlty. Partners LLC Et Al
850505/25 Sig Rcrs A/b Mf 2023 Venture LLC v. West 151 St. Associates LLC Et Al
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153261/24 Stillwater Prop. & Casualty Ins. Co. v. Deen
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850367/14 Structured Adjustable Rate v. Rahimi
651550/25 Tianjin Wanerte Const. Tech. Co., Ltd. v. Tianjin Peper Aviation Equipment Co., Ltd. Et Al
651227/24 Trane Technologies Co. LLC v. Chiltepin Solar-Storage
654607/25 Triad Canal v. Luo
850246/19 U.S. Bank Trust v. Rahimi
805063/23 Urena v. The NY And Presbyterian Hosp.
159475/24 Utica First Ins. Co. As Subrogee of Zhijie Jiang D/b/a 89 New Chinatown Restaurant And The D Food Inc D/b/a Royal Fried Chicken v. NY Firetech Inc Et Al
156166/23 Vargas v. 5th Ave. LLC Et Al
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654330/25 Whitley v. Simplicity Financial Marketing, Inc. Et Al
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154561/24 Yata Jipa v. 350 Central Park West Associates LLC
655922/25 Zhang v. The NY Athletic Club of NYC

E-Filing Submission Part

Adjourned for Working Copies Part

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

FRIDAY, JAN. 2

153660/19 Marc Gleitman v. Kushner

Part 2

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

FRIDAY, JAN. 2

654499/22 Arboretum Silverleaf Income Fund Lp Et Al v. Katofsky
652363/21 Goldberg v. Fratta
656458/21 Salitsky v. D'Attanasio

Part 3

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

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652864/25 Atlantic Specialty Ins. Co. v. L And J Enterprises 1 LLC Et Al
656934/21 Board of Mgrs. of The 443 Greenwich St. Condominium v. Sgn 443 Greenwich St. Owner LLC Et Al
651534/25 Khmel v. Vlasov
656259/21 Perlbinder v. Perlbinder
655732/21 Perlbinder v. Perlbinder
151094/24 Perlbinder v. Perlbinder

Part 6

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

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805348/22 Baez v. Fishoff
805063/23 Urena v. The NY And Presbyterian Hosp.

Part 7

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

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157223/20 Jackson v. Paris & Chaikin

Motion

157223/20 Jackson v. Paris & Chaikin

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157878/23 507-15 West 172nd St. Hfdc v. Guzman

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659231/25 in The Matter of The Application of Midvale Indemnity Co. v. Pinnock
650078/22 Li v. Regency Health Care Inc. Et Al
152473/25 Lopez v. NYC Et Al
659574/25 on Deck Capital, Inc. v. Wallace
655133/25 Orenstein v. Martha Scozin Trustee
100990/25 Rasheed v. NYC Dept. of Education

Part 9

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

Part 11

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

FRIDAY, JAN. 2

164895/25 Bolofsky v. NYC
155920/25 Haimovich v. Blue Castle (cayman) Ltd
650072/22 Rotbard v. Micro Office Mgt. L.L.C. 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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150274/25 Elmers v. Cuenin
655850/23 Gonzalez v. Langman De Maurier
150155/25 Law Office of Cyrus Joubin v. NYC Police Dept.

Part 14

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

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651394/20 Jf Capital Advisors v. Merchants Hosp.ity LLC
59243/13 Perez v. Univ. Medical Practice

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