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IN BRIEF

Attorneys 'On the Move': Dechert Adds Financial Services Partner; Litigation Partner Joins Fox Rothschild

• **Carl Kennedy** has joined **Dechert** as a partner and head of commodities and derivatives in its financial services group. Prior to joining, he was a partner at **Katten Muchin Rosenman.**

• **Troutman Pepper Locke** has hired **Debra Schreck** as a partner in its health care and life sciences litigation practice group. She joins from **Arnold & Porter Kaye Scholer.**

• **Fox Rothschild** has added **Elizabeth Baksh** as a partner in the litigation department. Prior to joining, she was a partner at **Dorsey & Whitney.** The firm also hired **Christopher Zamlout** as counsel in its labor & employment department and hospitality practice group. He was previously an associate at **Jackson Lewis.**

• **Morgan & Morgan** has added **John C. Luke Jr.** as a partner to its employment practice.

• **Jeremy Feigenbaum**, New Jersey's first solicitor general, has joined **Jenner & Block** as a partner in its New York office.

• **Stephen Lazare, Yale Glazer** and **Andrew Premisler** have joined **Dilworth Paxson** in its insurance services group. The team joins from **Lazare Potter Glazer & Moyle.**

• **Danielle Pascale,** a former Deputy Bureau Chief of the **Bronx Child Abuse and Sex Crimes Bureau**, has joined **Thompson Coburn** as a partner.

• **Ropes & Gray** has added **Ryan Dahan** as a tax partner.

• **Kucker Marino Winiarsky & Bittens** has added **Thomas Smith** as a partner. He was previously founding and managing partner of **Smith, Buss & Jacobs.**

• **Adam Hirst** has joined **Haynes Boone** a partner in its real estate practice.

• **Debevoise & Plimpton** has hired **Neal Reenan** and **Ian Bushner** as partners in the firm's mergers & acquisitions group. Both join from **Freshfields.** The firm has also hired **Abigail Lane** as partner in its executive compensation group, and **Brianna van Kan** as a partner in the intellectual property & technology transactions group.

• **Christopher Thalhammer** has joined **Hogan Lovells Cadwalader** as a banking & loan finance partner. He was formerly a partner at **Macquarie,** where he was the head of legal for its fund finance business.

• **Moses Singer** has added partners **Jennifer Saint-Louis**, who will chair the firm's trusts & estates group, **Douglass Barron,** who joins the firm's bankruptcy & creditor's rights practice, and **Xiomara Damour**, who joins as a litigation associate. St-Louis joins from **Davidoff Hutcher & Citron**, Barron joins from **Paul Hastings**, and Damour joins from **Mayer Brown**.

• **Simpson Thacher & Bartlett** has added **Brian Parness, Simon Saitowitz, Andrew Nichol, Corey Dietrich** and **Alexander Miachika** as partners.

• **Isabella (Bella) Vecchio** has joined **Dechert** as a partner with its capital solutions team.

• **King & Spalding** has added **Ted Dillman** as a partner in its finance & restructuring practice group. He joins from **Latham & Watkins**, where he was global vice chair of the retail & consumer products industry group

• **Kleinberg Kaplan** has added **Sharon Weinberg Nokes** as a partner. She was most recently the deputy general counsel and corporate secretary for The **Pew Charitable Trusts.**

• **Whiteford** has added the following six-partner group who all join from **Lazare Potter Glazer & Moyle**: **James Moyle, David Potter, Johannes Gäbel, Jaipat Singh Jain, Anna Pia Felix** and **Jacob Englander.**

• **Tarter Krinsky & Drogin** has promoted **Caitlyn Delaney, Michelle Hagler** and **Edwin Hernández García** to partners and **Robyn Jagroop, Chandler Sturm** and **Deanna Wolf** to counsel.

• The attorneys and staff of **Tabat Cohen Blum Yovino & Diesa, P.C.** have joined **Stempel Catterson LoFrumento Carlson & Biondo**. The new firm will be known as **Stempel Catterson LoFrumento Carl-** » Page 4

Freshfields Reveals Plan to Take on Wall Street's Legal Giants »2

DECISIONS OF INTEREST

First Department

CONSUMER PROTECTION: **Comparative fuel claims and lack of consumer sales nexus defeat greenwashing suit.** *City of New York v. Exxon Mobil Corp., App. Div.*

LANDLORD-TENANT: **Landlords' failure to properly deregulate apartment preserves rent-stabilized status.** *Thurman v. Sullivan Properties LLC, Supreme Court, New York.*

Second Department

CIVIL PROCEDURE: **Wife appointed temporary administrator to defend deceased husband's accident suit.** *Gonzalez v. Callegari, Supreme Court, Kings.*

MEDICAL MALPRACTICE: **COVID-19 immunity shields nursing home, hospital from malpractice claims.** *Hudson v. NYU Langone, Supreme Court, Kings.*

ADMINISTRATIVE LAW: **OATH's $100,000 flavored tobacco penalty survives Article 78 challenge.** *Maypole NYC Corp. v. DOC, Supreme Court, Queens.*

MEDICAL MALPRACTICE: **Malpractice suit proceeds over alleged failure to diagnose Lyme disease.** *Dougan v. Coccellato, Supreme Court, Nassau.*

WRONGFUL DEATH: **Court bars renewed effort to preclude experts in wrongful death retrial.** *Newman v. Eshghi, Supreme Court, Rockland.*

U.S. Courts

LABOR LAW: **Required early arrival supports wage claims for time waiting outside locked store.** *Santos v. Lidl US LLC, 2d. Cir.*

CIVIL PROCEDURE: **Completed New York sales establish personal jurisdiction over online counterfeit sellers.** *Off-White LLC v. A&S Store,SDNY.*

BUSINESS TORTS: **Altered property address supports fraud claims over inspector's lack of New York license.** *Colabella v. Cronus Home Inspection LLC, SDNY.*

ADMINISTRATIVE LAW: **Unexplained policy change, statutory conflict defeat Jay Treaty student aid requirement.** *Rourke-Rodriguez v. U.S. Dep't of Educ., EDNY.*

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

INSIDE LAW JOURNAL

Calendar of Events.....8
Court Calendars.....11
Court Notes.....11
Decisions.....17
Expert Analysis.....3
Judicial Ethics Opinions.....6
Lawyer to Lawyer.....3
Legal Notices.....15
Outside Counsel.....4
Real Estate Trends.....5

See page 2 for complete Inside lineup.

New York Top Court Probes Constitutional Search Conflict In Housing Anti-Bias Law

BY BRIAN LEE

NEW YORK'S highest court on Tuesday wrestled with whether the state can require landlords to accept Section 8 housing vouchers when participation in the federal program entails mandatory property inspections that landlords argue amount to coerced consent to government searches.



Judge Cannataro

Court of Appeals judges pressed both sides over the collision between New York's source-of-income discrimination law and the federal Section 8 program, questioning whether landlords can preserve their Fourth Amendment rights while participating and whether the potential conflict warrants striking the state protection on its face.

Assistant Solicitor General Patrick Woods, representing Attorney General Letitia James, acknowledged under questioning from Associate Judge Anthony Cannataro that federal law requires an inspection before a Section 8 tenancy can proceed.

"The inspection has to happen," Woods said.

Woods maintained, however, that an inspection does not necessarily have to proceed on the strength of a landlord's consent.

He pointed to potential tenant consent, warrants and judicial review of particular » Page 4

2026 ELECTIONS



Anthony Vaughn Jr.

COURTESY PHOTO

From Texas to Brooklyn: Civil Court Candidate Anthony Vaughn Jr. On His Path to the Bench

BY EMILY SAUL

Editor's note: this interview is part of a series in which Law.com speaks with candidates running for judgeships in the five boroughs of New York City. An interview with Vaughn's opponent, Aaron Franklin, will publish on Thursday.

Born in Texas, Anthony Vaughn Jr. moved to New York after graduating from law school in Ohio.

He secured an apartment in Brooklyn, and then the job he'd moved for fell through.

"At the time, it felt like a serious setback, but it's an important part of my story and my journey," he told Law.com in an interview. "I was able to pick myself back up, study for the bar, pass on the first attempt, and secure another job shortly thereafter."

In 2000, Vaughn started as an associate at Borchert, Genovesi, LaSpina & Landicino (now Borchert & LaSpina). He then worked as an associate at Gogick, Byrne & O'Neill, (now Byrne & O'Neill) and as a partner at New Jersey-based Parker Ibrahim & Berg before joining what's now Miller Leiby as a partner in 2018.

In 2021, he hung out his own shingle, and now » Page 7



COURTESY PHOTO

The merger plans come after Weil has seen the reported exit of at least 39 partners in 2026, including some London practice leaders.

Weil Planning to Merge

BY AMANDA O'BRIEN AND CHRISTINE SIMMONS

WEIL Gotshal & Manges is planning to enter a merger, according to several sources familiar with the firm's internal considerations in recent weeks.

The identity of the firm's possible merger partner is currently unclear, but Weil has already approached multiple firms for merger talks, sources say. One source added that Weil was set to hold an all-partner meeting on Monday.

One source said some partners were talking about their career plans, and whether to stay or leave the firm in light of merger plans. Departures are common in the lead-up to a merger, as members of both legacy firms identify potential conflicts in a combination.

Sources have told Law.com that any Weil merger would likely include a firm with a large international or national presence seeking out a larger New York office and/or a firm with Texas offices, to take advantage of energy and infrastructure work.

A spokesperson for Weil did not immediately respond to a request for comment.

The merger plans come after Weil has seen the reported exit of at least 39 partners in 2026, including some London practice leaders and the head of its corporate department, Michael Aiello, according to a Law.com count of partner departures.

Most recently, former corporate and capital markets co-leader Michael Hickey is joining Sullivan & Cromwell, Law.com reported on Monday.

At the same time, the firm has also hired at least 23 » Page 4

Pace University Names Texas A&M Law Dean as Next President

BY CHRISTINE CHARNOSKY

PACE University has selected Robert "Bobby" Ahdieh, dean of Texas A&M University School of Law, to serve as its ninth president, the school announced Tuesday.

Pace, a private university with campuses in New York City and Westchester County, referred to Ahdieh as a "renowned global legal scholar as well as a fierce and innovative believer in the power of higher education to transform lives."

He will succeed Marvin Krislov in the role, who announced earlier this year that he would step down after nearly a decade leading the university, effective Jan. 1.

Ahdieh, who has been dean of Texas A&M Law for more than eight years, has also been serving as chief operating officer of Texas A&M Fort Worth and vice president for Professional Schools & Programs at Texas A&M University, according to his faculty bio.



COURTESY PHOTO

Robert Ahdieh

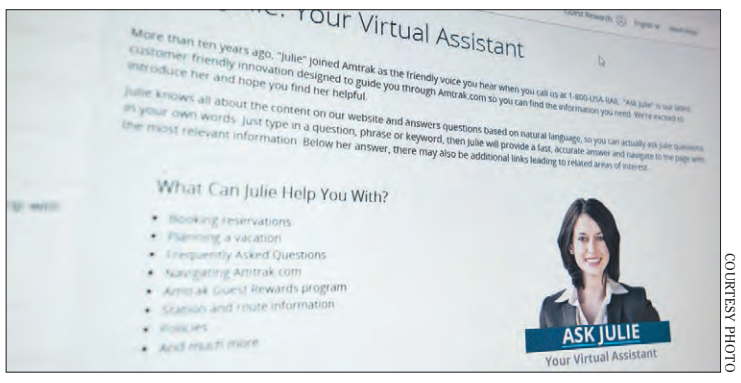
"Bobby Ahdieh is exactly the kind of innovative leader that Pace University needs and deserves during an exciting moment of transformation," Robert Sands, chairman of the Pace Board of Trust- » Page 4

NYC Proposes First-of-Its-Kind Automated Customer Service Chatbot Regulation

BY MARIANNA WHARRY

DOOM loops and automated customer service chatbot responses could be a thing of the past for New Yorkers next year, according to city officials who announced a first-of-its kind rule proposal Tuesday morning that may regulate how companies operating in New York City assist consumers.

The New York City Department of Consumer and Worker Protection (DCWF) and commissioner Samuel A.A. Levine announced the proposal, with Levine saying the rule is the next step after the department previously banned subscription traps, known as its "Click to Cancel" rule.

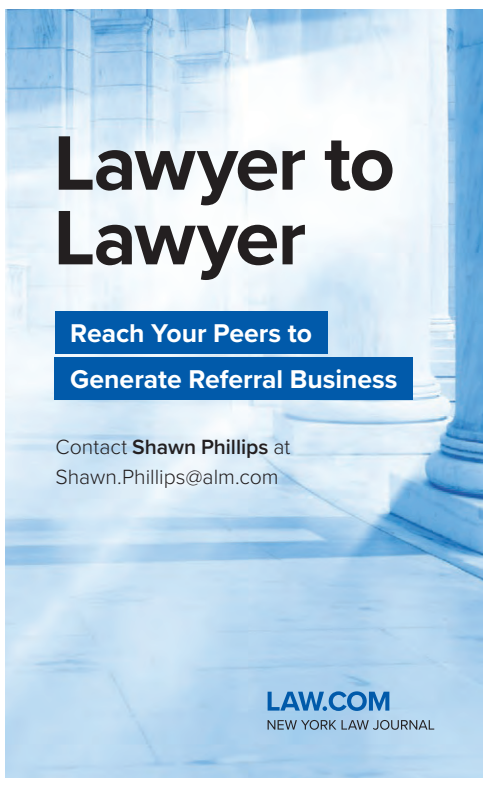


COURTESY PHOTO

Julie, Amtrak's automated customer service agent, is displayed on the company's website.

The chatbot rule would require businesses to provide timely and reasonable customer service in addition to offering customers access to a human representative if that service falls short. The proposal builds off the city's consumer protection law and includes fines as ranging from $525 to $3,500. If passed, New York would be the first municipality in the nation to enforce this level of consumer protection.

"Sometimes bad customer service is merely exasperating," Levine said. "Other times it's all the difference between » Page 4







New York Law Journal Inside

Copyright Law »3

What Dupe Litigation Teaches Brands In the Age of Imitation
by Natsayi Mawere

Insurance Law »3

First Department: NFL Head-Injury Claims Involve Multiple Occurrences
by Theordore A. Keyes

Outside Counsel »4

Article 16 and the Child Victims Act: A Fundamental Conflict
by Ameer Benno

REAL ESTATE TRENDS »5

LLC's and Real Estate

Dissolving an LLC: The High Bar for Getting Results
by Adam Leitman Bailey and Courtney J. Lerias

Realty Law Digest
by Scott E. Mollen



After 4 Years in Temporary Space, O'Melveny Settles Into New Houston Office
by Brenda Sapino Jeffreys

Gunster Opens in Sarasota With 28 Attorneys From Homegrown Firm
by Vivienne Serret

Judicial Ethics »6

Opinions From the Advisory Committee On Judicial Ethics

Calendar of Events »8

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.**

Online

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Freshfields Reveals Plan to Take on Wall Street's Legal Giants





COURTESY PHOTOS

Konrad Gröller, based in Freshfields' Vienna office, is reshaping the firm's European strategy amid U.S. expansion and partner departures.

BY JAMES JACKSON

ASK A foreign investor where they are putting their money and the answer is increasingly a continent rather than a country.

"A lot of our clients who are investing in the region invest in Europe rather than in Germany or France or Spain. It's like people invest in the U.S., and the second question is: 'Do you settle in New York?'" said Konrad Gröller, Freshfields regional managing partner for Continental Europe.

Freshfields' answer is EU Connect, Gröller's plan to bring its European teams closer together. The initiative aims to make cross-border collaboration more seamless and integrate workflows, building on the firm's earlier efforts to market Europe as an investment destination.

"If you have, for instance, a wind farm superstar sitting in one European office, we're trying to help those people run on our global platform so that they can advise investors outside their home country," said Gröller, who specialises in M&A and Private Equity transactions.

"It benefits both sides: our talents get access to a broader client base and more opportunities, and also our clients get the top specialists wherever they are located."

But will that talent stay put? Freshfields' rivals have already hired away dozens of European partners so far this year, as the firm pivots toward the U.S. market and restructures its lockstep. One ex-Freshfields partner complained months ago that the firm's approach to PE was outdated, covering private equity with a focus on countries rather than industries.

Could EU Connect go some way toward changing that and boosting equity earnings?

Freshfields By the Numbers

Freshfields' average profits per equity partner rose from $2.93 million in fiscal 2024 to $3.97 million in fiscal 2025, but its PEP ranking among Am Law's Top 100 global firms fell from 41st to 45th place. Linklaters, in comparison, ranked 43rd in fiscal 2025, with PEP of $3.23 million, while Slaughter and May ranked 23rd, with equity partner profits of $5.145 million.

Continental Europe is Freshfields' largest region, with around 1,250 lawyers in more than 10 offices, accounting for almost half of Freshfields' 2,640 lawyers worldwide. That's on par with the U.K.'s 700 lawyers and the U.S.'s 510 attorneys combined, according to Law.com Compass figures.

Freshfields Germany alone has more than 640 lawyers across Frankfurt, Düsseldorf, Hamburg, Berlin and Munich, and Frankfurt is the firm's third-largest office after London and New York, Compass data shows.

The firm's continental mandates span transactions ranging from European companies investing in the U.S. to American buyers moving into Europe such as Uber's $11.6 billion offer for Delivery Hero and Kone's €29.4 billion merger with TK Elevator.

Gröller's bet is that Europe will remain busy for investors from across the Atlantic and elsewhere, and that EU Connect will offer a fresh approach: "We are still a region that is quite complex to conquer and to navigate."

The case for a pan-European offering rests, in part, on how deals have changed over the years. Gröller argues that M&A has become increasingly complex and regulation-heavy, with foreign investment screening, merger control and sector-specific rules now accounting for 60% or more of some transactions. That, Gröller argues, is where European depth beats transatlantic reach.

"U.S. firms in Europe... are trying to leverage their relationships in the U.S.," he said. "Freshfields is doing the opposite and is best placed to cover the complex regulatory environment."

Rebuilding the Bench

Freshfields was already under pressure when Gröller took over the role of regional managing partner on October 1, 2025. Weeks later, his predecessor, Frankfurt private equity partner Markus Paul, left for Latham & Watkins with three other partners.

Freshfields is rebuilding, however, rehiring PE partner Florian Sippel in Munich from Kirkland & Ellis, and in June added Daniel Möritz from Hengeler Mueller.

The Latham team exit, in particular, is part of a wider shift as the European market mirrors the U.S., Gröller argues.

"Partners and teams are moving between firms far more frequently" he said. "Our industry is in its biggest transition [in] the last 20 years. This is leading to strategic changes, both within law firms and for individuals."

Technology, meanwhile, is changing how firms bill. Clients no longer ask for 300-page due diligence reports, for example.

"Now, you send them an interactive digital report. So, we are talking about a completely different service product that we are selling—and billing for," Gröller said.

The firm is also winning advisory work that clients have traditionally taken to the Big Four. As a result, the billable hour isn't always the key metric, he added.

Despite dozens of European departures and criticism from former colleagues about what they see as Freshfields' U.S-centric. focus, Gröller views New York as essential.

"Our U.S. practice generates substantial, highly profitable business, and expanding our footprint there is an absolute strategic priority," he said.

As for European partners being unhappy with the shift in dynamics, Gröller said the partnership is aligned behind the U.S. push.

"Everyone fully understands that there is no future without being truly global," he said. "We would also lose market share in other core markets if we did not invest in the U.S."

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In a Congressional Investigation, 'You're an Exhibit in Their Story'



COURTESY PHOTOS

From left, **Giancarlo Pellegrini** of Squire Patton Boggs, **Raphael A. Prober** and **Karen E. Christian** of Simpson Thacher & Bartlett describe how congressional investigations upend the familiar rules and dynamics of courtroom litigation.

BY ROSS TODD

TAKE A seasoned litigator, put them in a congressional deposition and they'll quickly discover that many of the tools they normally use to maintain some semblance of control are missing.

No objections. No rules of evidence. No neutral judge. Potentially no dependable attorney-client privilege. And every answer might become tomorrow's sound bite.

Those differences are worth keeping in mind as companies look ahead to November's elections and the possibility that one or both houses of Congress could change hands. In separate conversations this month, congressional investigations lawyers told me corporate clients are already thinking through what a shift in power could mean for them. We talked about who ought to be preparing and what that preparation should look like. But first, I wanted to understand something more basic: What happens when a litigator walks into a congressional investigation expecting the usual rules of engagement?

Giancarlo Pellegrini, who recently joined Squire Patton Boggs after seven years working on the House side of Capitol Hill, has watched litigators come to that realization in real time.

"The evolution of objection-related understanding is a little mini soap opera that we've seen many times," Pellegrini told me.

Some lawyers, he said, arrive without realizing "that there is not an objection process." Then they learn it on the record and discover that they've lost a tool they normally use to help control the rhythm of the proceeding.

What happens next can go in opposite directions.

"They either just start interrupting the congressional lawyers, and then that leads you to a bad place because the congressional staff eventually tells you: 'You need to stop talking, or we're going to have a much bigger problem,'" Pellegrini said. "Or they go potted plants because they're just not sure. [It's] like: 'Where do I go from here?'"

Karen Christian and Rafi Prober, co-heads of the congressional investigation practice at Simpson Thacher & Bartlett who joined the firm this year from Akin Gump Strauss Hauer & Feld, offered much the same warning when I spoke separately to them.

Prober, a former Justice Department lawyer, started with the things lawyers cannot take for granted.

"There's not Rules of Civil Procedure. There's not Rules of Evidence. There aren't protective orders," he said. "The things that you might traditionally rely upon and have comfort in in a civil litigation don't exist in Congress."

On top of all that, Congress has historically taken the institutional position that it isn't subject to attorney-client privilege and attorney work-product privilege either.

Pellegrini, who most recently worked for the House Oversight Committee, said lack of institutional respect for common-law privileges and the Rules of Evidence can be disorienting for newcomers to the process.

"I've had people be upset about hearsay in a deposition, and you're explaining that everything we do here is hearsay," Pellegrini said. "We're not bound by any of that."

So what replaces those familiar guardrails?

An appreciation for the very different forum you're operating in helps.

Christian, herself a Capitol Hill veteran, offered a useful way to think about the challenge facing a witness at a congressional hearing.

"The committee is judge, jury, prosecutor, all in one," she said.

There's no relevance test restricting what members can ask, Christian said. A member may arrive with a particular interest that isn't central to the advertised subject of the hearing. Witnesses also need to prepare for the possibility that other parties, whistleblowers or others may be supplying information to a committee that could surface during questioning.

"You don't have the ability to stand up and say 'I object' and walk out," she said.

The mechanics of questioning present another challenge.

Pellegrini said congressional depositions alternate between the parties, potentially subjecting a witness to sharply different "themes and tones and tenors" as the hours pass. Members themselves can also participate in the questioning.

That requires a different kind of preparation.

Some experts, Pellegrini said, may assume that because members of Congress don't know their company or industry as well as they do, they'll have the upper hand.

That can be a mistake.

"These members are pretty talented at the give and » Page 10

As More Defense Lawyers Push for Confidentiality, Judge Issues New Illustrative Ruling

BY CHARLES TOUTANT

AS LITIGANTS appear to be growing more concerned with confidentiality of settlement terms, a New Jersey Superior Court judge's ruling spotlights counsel's obligation to raise and negotiate that issue before the settlement is finalized.

A requirement that settlement terms in a tort suit remain confidential is a material term that must be expressly negotiated and accepted when the settlement is is placed on the record, Camden County Superior Court Judge Michael Joyce ruled in *Giese v. Belli Jr.*

The judge granted the plaintiff's motion to enforce a $1.65 million settlement in a medical malpractice suit after the plaintiff's attorney alleged defense counsel unilaterally inserted a confidentiality clause as an add-on to the settlement terms.

Plaintiff counsel Cory Rothbort of Mazie, Slater, Katz & Freeman in Roseland, representing the estate of Jennifer J. Giese, said confidentiality never came up in settlement discussions and was not part of the bargain.

But Dominic DeLaurentis, of Stahl & DeLaurentis in Haddon Heights—representing physician Albert J. Belli, Jr., and his employer, South Jersey Chest Diseases on the defense side—said the settlement was contingent on the plaintiff's execution of a release containing essential terms customarily included in a medical malpractice settlement and that confidentiality is one of those terms.



Superior Court Judge **Michael E. Joyce** of Camden County

Confidentiality is a standard and required provision in medical malpractice settlements, and Belli's insurance company insisted on it, DeLaurentis said.

On Aug. 3, the parties placed on the record a $1.65 million settlement in a suit alleging a physician failed to make timely diagnosis of a patient's lung cancer.

But two days later, when DeLaurentis sent out a draft release containing a confidentiality provision, Rothbort objected, and later filed a motion to enforce the settlement.

On Sept. 11, the judge granted Rothbort's motion and denied a cross-motion by DeLaurentis to vacate the settlement and return the case to the trial calendar.

The judge found that the settlement, in which the defendant agreed to pay $1.65 million in exchange for the dismissal of the plaintiff's claims with prejudice, was a binding agreement. He also found confidentiality was not part of the settlement because it was not part of the on-the-record agreement and cannot be added afterwards as a new, material term.

In an oral opinion, Joyce said the "central question" in the case is whether confidentiality was an essential term in the agreement whose omission means there was no meeting of the minds.

"The record does not support that position. The transcript contains no mention of confidentiality. Plaintiff affirmatively certified that confidentiality was never discussed during the settlement negotiations or at the time the settlement was placed on the record," Joyce said.

"Defendants submit no certification disputing that account or identifying any presettlement conversation in which confidentiality was demanded and accepted. Instead, defense argued that confidentiality is standard in medical malpractice settlement and has been present, in defense counsel's experience, for many years. Even if that were accepted as true, custom does not substitute for mutual assent to a material term."



Cory J. Rothbort, member at Mazie Slater Katz & Freeman

"New Jersey law asks whether the parties objectively agreed to this—the terms of the settlement—not whether counsel frequently prefers the terms in other cases," Joyce added.

Joyce made his decision after Rothbort cited an April 14 ruling from New Jersey's Appellate Division, Weiss v. Investors Bank, which held that agreement on essential terms can bind the parties before a formal document is signed and that a party cannot unilaterally add material terms after the settlement has been reached.

As a trial court decision, Joyce's ruling has no precedential value, but that doesn't mean it's not illustrative, said Rothbort.

More and more, defense lawyers are seeking to include confidentiality provisions in settlements, even where the amount of the award is not large.

And Rothbort thinks the decision will be helpful because such cases often don't reach the motion-practice stage.

"I think more times than not, the plaintiffs will eventually cave and agree to some sort of language. Sometimes the defense caves and removes the language. Sometimes some sort of compromise is reached, but in this instance, it was important for us. This was not a trivial case. This was a delayed diagnosis of lung cancer by nearly two and a half years. A tragic case. Delayed-diagnosed cases are very difficult," Rothbort said.

Increasingly, defense counsel in auto-injury assume that a settlement will be confidential, but the ruling suggests it should be negotiated, he said.

"The purpose of our tort law is, in part, to deter future conduct. And how do you deter future conduct if everything is kept quiet and tucked under the rug?" Rothbort said.

The woman who died, Jennifer Giese, sought treatment from Belli for asthma in 2018. A chest x-ray revealed a lung nodule. A bronchoscopy revealed no malignacy but showed two highly atypical cells, which can be a sign of potential malignancy, according to plaintiff counsel.

Belli allegedly took no action at that time. He later testified he intended to perform a cat scan in a few months, but Giese did not see him again, although she called his office periodically for prescription refills.

By this time her asthma, which prompted her visits to the doctor, was well controlled, Rothbort said. But two years after the atyipical cells were discovered, she experienced severe back pain and was diagnosed with stage four lung cancer which metastasized. Giese died a year later, at age 51.

DeLaurentis did not respond to a call about the ruling.

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Expert Analysis

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What Dupe Litigation Teaches Brands In the Age of Imitation

By **Natsayi Mawere**



Imagine the following scenario: your friend has a fabulous designer handbag and an influencer you follow on social media recently shared a post about the "dupe" version of that handbag. You immediately purchase the dupe because it is almost identical and, more importantly, is a fraction of the price.

From makeup to clothing to shoes to handbags to furniture, "dupe culture" is an everyday occurrence, now more relevant than ever because consumers view dupes as a way to get the look for less. You might see a recommendation from a creator on Instagram or TikTok, where entire accounts are dedicated to finding the "best" dupe. Or, you might see a retailer openly compare its products to more expensive brands. There are even platforms where you can upload a single image and it will find visually similar products.

While consumers often celebrate access, brands are navigating an evolving legal landscape. Before delving into how a brand can protect itself, the key question becomes: what, exactly, is a dupe?

A dupe is sold under its own name but imitates some combination of another product's appearance, scent, shape, style, functionality, or overall feel. Consumers can usually tell that a dupe is made by a different company. In fact, a dupe may even be advertised as an alternative to a particular product.

Does that make a dupe a counterfeit? Not necessarily. An example of a counterfeit good is a handbag with a fake luxury brand logo. In this scenario, the fake logo is a counterfeit trademark, which is defined as "a spurious mark which is identical to or substantially indistinguishable from a registered mark" under 15 U.S.C. §1127. Consumers who buy counterfeits usually want the authentic product and the associated prestige, without paying the price. Unlike a dupe, however, a counterfeit may give rise to civil and criminal liability.

So, if a dupe is not really a counterfeit, what is the problem? Confusion. A consumer who knowingly purchases a dupe is not confused, which makes an infringement claim difficult to prove. Recent cases shed light on this issue, and also show how brands are trying to test alternative theories in order to protect themselves from dupes.

What happens when the dupe copies the look or the packaging?

> What is functionality and why does it matter? A brand seeking trade dress protection must show that the asserted design feature is not functional, and there are two forms of functionality.

There are two ways that this claim could arise. The first is trade dress, which is the overall look and feel of a product. Trade dress makes the product recognizable as being made by a particular brand, e.g., the Nike Air Jordan 1 shoe design. The second is a design patent, which protects the unique, non-functional, and ornamental visual appearance of an item like a shoe, handbag, or garment.

In April 2025, Tapestry, the parent company of Coach, filed a lawsuit against Last Brand, Inc., d/b/a Quince (Quince), claiming that Quince was unlawfully copying Coach's Rogue and Soho Flap bags.

Tapestry's strategy was rooted in trade dress and unfair competition, but on June 23, 2026 the parties agreed to dismiss all claims with prejudice, with each party bearing its own attorneys' fees, costs, and expenses. Why settle? It likely had to do with a combination of events, including a favorable verdict obtained by Quince against Deckers Outdoor Corp, the owner of UGG, in a California jury trial on June 15, 2026.

In *Deckers Outdoor Corp. v. Last Brand, Inc.,* the jury found that while Quince did infringe the design patent for the UGG Classic Ultra Mini boot, the design patent itself was invalid, and accordingly, there was no basis for relief because a patent must be valid to support an infringement claim.

Prior to trial, in that same case, Quince moved for partial summary judgment on Deckers's trade dress infringement claims for the UGG Classic Ultra Mini boot and the UGG Tasman Slipper, and the Northern District of California granted Quince's motion, noting that Deckers's arguments in opposition "d[id] not hold water" because the trade dress for both products was generic (and Quince's evidence of other competitors selling similar products was admissible), and therefore unprotected.

The jury verdict, coupled with the Northern District of California's finding on Deckers's trade dress claims, suggest that a brand cannot evaluate the strength of a trade dress claim in isolation, it must weigh how an adverse ruling (here, a strategy that included trade dress and a design patent in a parallel case) might potentially impact the likelihood of success of its own claim.

The trade dress theory, however, proved successful in *Van Leeuwen Ice Cream LLC v. Rebel Creamery LLC.* On July 16, 2026, following a bench trial, the Eastern District of New York held that Rebel infringed Van Leeuwen's pastel, minimalist ice cream packaging, which generated confusion, and awarded Van Leeuwen $23.785 million in profits due to that infringement. The Eastern District of New York also ordered Rebel to stop selling its infringing product and to redesign its ice cream packaging to avoid confusion. Rebel has since appealed that decision,

» Page 9

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INSURANCE LAW

First Department: NFL Head-Injury Claims Involve Multiple Occurrences

By **Theordore A. Keyes**



Whether a claim or series of claims arise out of a single occurrence or multiple occurrences can have a significant impact on a policyholder's recovery for covered claims due to the application of per occurrence deductibles (or self-insured retentions) or per occurrence limits of liability that are included in many insurance contracts.

For example, if a series of claims is deemed to arise out of a single occurrence, the insurance recovery with respect to such claims may be limited to the per occurrence limit of liability.

On the other hand, if a series of claims are deemed to arise out of multiple occurrences, recovery for each claim will be reduced by the per occurrence deductible (or self-insured retention). Whether an insurer or policyholder will benefit from either a single or multiple occurrence ruling depends on the specifics of the claims.

In *Discover Property & Casualty Co. v. National Football League, et al.,* Case No. 2025-03691 and 2025-0320, 2026 WL 2948933 (First Department, Oct. 1, 2026), the First Department recently addressed an appeal concerning multiple insurance issues raised by the class action claims asserted by former NFL players, including the number of occurrence question, and issued a ruling confirming that the former NFL players' head injury claims constitute multiple occurrences.

As a result, the First Department granted summary judgment to a fifth-layer excess insurer finding that the excess insurer did not owe coverage to the NFL because no single player's settlement exceeded $51 million. Since the underlying insurance policies did not have aggregate limits, the First Department determined that the limits below the fifth excess layer would be sufficient to satisfy any covered claims.

Class Action Settlement

The insurance claims on appeal to the First Department arose out of a class action settlement the NFL had entered into to resolve a federal multidistrict litigation involving lawsuits filed by former players who alleged that the NFL "failed to take reasonable actions to protect players from the chronic risks created by concussive and sub-concussive head injuries and fraudulently concealed those risks from players."

The settlement included three main components: (1) $75 million to fund an assessment program to pay for neurological functioning exams and supplemental benefits; (2) $10 million to fund education of players with respect to injury prevention; and (3) an uncapped monetary award to compensate former players with six qualifying diagnoses: (i) Level 1.5 Neurocognitive Impairment; (ii) Level 2 Neurocognitive Impairment; (iii) Parkinson's Disease; (iv) Alzheimer's Disease; (v) death with Chronic Traumatic Encephalopathy (CTE); and (vi) Amyotrophic Lateral Sclerosis (ALS) The range for the monetary compensation awards went from $1.5 million to $5 million per player. While there were 92 claimants that opted out of the settlement, the First Department noted that none of the opt-out settlements exceeded $51 million.

> The First Department explained that its ruling was consistent with the goals of the PCOH, which was intended to cover risks caused by a defect in the insured's product once the insured has relinquished control of the product.

The NFL sought coverage from its insurers for the class action claims and the settlement, and several insurers filed declaratory judgment action claims against the NFL and the other insurers seeking a declaration with respect to certain rights and coverage obligations. Several issues were presented to the trial court, including the number of occurrence question, on cross-motions for summary judgment.

The trial court determined that each claim by an individual player was at least one separate occurrence and therefore the claims at issue arose out of multiple occurrences. The parties, including the primary insurer, filed cross-appeals on a number of issues which were presented to the First Department.

The Unfortunate Event Test

New York courts apply the "unfortunate event" test to determine whether a series of claims should be deemed to have arisen out of a single occurrence. As the First Department explained, the test requires the court to focus on the "nature of the incident giving rise to damages" and to determine whether there is a close temporal and spatial relationship between the multiple incidents such that they "can be viewed as part of the same casual continuum, without intervening agents or factors."

The primary insurer argued on appeal that the collective group of NFL player injury claims arose out of a single occurrence subject to the per occurrence limits of the primary policy, which, if correct, meant that the threshold to trigger the fifth-layer excess policy would likely be reached.

The primary insurer did not dispute the applicability of the unfortunate event test but argued that all of the former player claimants sustained their injuries playing football in the NFL.

The insurer contended that the NFL play at issue is "precisely the kind of singular, ongoing event that establishes a single occurrence for purposes of insurance coverage" because all of the players sustained their injuries the same

» Page 9

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Off the Front

Anti-Bias Law

« Continued from page 1

demands as reasons the landlords cannot establish that New York's law is unconstitutional in all its applications.

Associate Judge Michael Garcia repeatedly pressed the state on how those alternatives would work in practice.

Garcia posited a landlord willing to accept a Section 8 tenant but unwilling to sign the required federal Housing Assistance Payments contract or consent to inspections and records access.

"Let's say it's not a pretext. What happens?" Garcia asked.

Woods acknowledged that the landlord could not participate in the program without signing the contract.

Garcia later tested the state's argument that a landlord could sign the contract but challenge a particular records demand through judicial review on the ground that its consent had been involuntary. After Woods said a successful challenge could relieve the landlord of having to produce the records, Garcia asked whether the landlord could remain in Section 8.

"I don't know in that scenario, judge," Woods responded.

Garcia also questioned whether replacing the federal program's consent provisions with subpoenas, administrative warrants or state-court proceedings would effectively change the federal regulatory framework.

But judges also closely questioned Curtis Johnson of Bond, Schoeneck & King, who represents landlord Jason Fane and his related companies, about whether the lower courts went too far in declaring part of New York's Human Rights Law facially unconstitutional.

Chief Judge Rowan Wilson noted that the state statute itself does not authorize searches. Instead, the disputed inspection requirements arise through the federal Section 8 program.

Wilson asked Johnson whether he had found another case in which a state law was declared facially unconstitutional because of a requirement imposed by federal law.

"I don't have that case," Johnson said.

Cannataro likewise questioned the breadth of the ruling from the Appellate Division, Third Department, which unanimously held the source-of-income provision unconstitutional to the extent it prohibits landlords from refusing tenants because their income includes Section 8 vouchers.

"I'm having difficulty understanding how that's a facial challenge holding," Cannataro told Johnson. "That almost reads to me like an as-applied challenge holding."

The dispute stems from an enforcement proceeding James brought after complaints that Fane's Ithaca rental companies categorically refused prospective tenants using Section 8 vouchers.

State Supreme Court in Tompkins County sided with the landlords, relying in part on the Court of Appeals' 1981 decision in Sokolov v. Village of Freeport, which held that the government could not condition the rental of property on forced consent to warrantless inspections.

The Third Department affirmed in March.

The AG is asking the Court of Appeals to reverse, arguing that New York's anti-discrimination law does not itself authorize searches and can operate constitutionally without violating landlords' Fourth Amendment rights.

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Chatbot

« Continued from page 1

refilling a critical prescription, rehabilitating a student loan or recovering a large refund. That's why New York City is drawing a line against automated doom loops—proposing rules to ensure consumers have access to the meaningful customer service they expect. We are not waiting for Washington to come to the rescue of working people."

The rule would specifically require businesses to disclose when a customer is talking to an automated customer service system, like an AI agent, and stipulates that those businesses must provide an easy off ramp to speak with a human representative. City officials also said the rule would prohibit businesses from evading responsibility for using AI that results in unlawful conduct and would require companies to provide meaningful customer assistance if they advertise that they do so.

The rule would apply to AI chatbots in addition to any automated system, like voice-prompted phone systems that have been a fixture of customer service for years. It would apply to companies doing business in New York City, but there are preemptions for certain industries, like airlines that are subject to federal regulations.

Levine said the department will do its best to monitor for misconduct if the rule is adopted but added that New Yorkers will also need to report violations as well. He noted that the department's historic $131.5 million settlement with DoorDash for the company's failure to properly compensate its workers in September came about because a few delivery workers brought inconsistencies to his office's attention.

The proposed chatbot rule has a 30-day public comment window, and the city plans to hold a public hearing for it Nov. 19.

Andy Schwenk, deputy general counsel for DCWF, said the department is confident the rule will hold up to potential litigation. Both the DCWF general counsel division and the New York City Law Department have vetted the rule, he added.

"I'm confident that this is going to get across the finish line, and companies are going to do what we're going to do," Schwenk said. "But my hope is that they'll engage constructively with us to deliver a better customer service experience for the consumers. But if they go another path, we're going to be ready."

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Ahdieh

« Continued from page 1

ees, said in a statement. "He is a bold institution-builder who has demonstrated time and again the rare ability to elevate academic quality, expand access, and drive transformational growth."

Sands went on to say that Ahdieh "shares our deep belief that education is a powerful engine of social mobility and life-changing opportunity."

Under Ahdieh's leadership, Texas A&M Law climbed from ranked at No. 83rd to tying for No. 22 in U.S. News & World Report Best Law School Rankings.

Enrollment grew more than fourfold, from 458 to over 2,000 students, while post-graduate employment reached 100%, the highest rate in the United States, and bar passage climbed from 73% to nearly 100%, according to the university's announcement.

Additionally, Ahdieh is credited with quadrupling annual fund raising and getting the law school's budget back into the black.

"New York is where my family's American dream began, and Pace's motto—Opportunitas—resonates deeply with me," Ahdieh said in a statement. "Higher education is at an inflection point, and those institutions that are willing to engage honestly with the moment, to lead with ambition, and to bring their communities along will be the ones that define what academia looks like for future generations.

"I cannot wait to work alongside Pace's students, faculty, staff and communities both in New York City and Westchester—who make the University what it is today—and together take it to even greater heights," he added.

Prior to Texas A&M, Ahdieh was the K.H. Gyr Professor of Private International Law at Emory University from July 2000 to July 2018, according to his Linkedin profile.

He also worked as a trial attorney with the U.S. Department of Justice for nearly two years after serving as a judicial clerk for Judge Jame R. Browning in the U.S. Court of Appeals for the Ninth Circuit in San Francisco.

He earned his J.D. from Yale Law School in 1997 after receiving an A.B. from Princeton University in 1994.

Ahdieh did not respond to request for comment.

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Merge

« Continued from page 1

partners this year, including on Monday, when it added Paul Weiss antitrust partner Yuni Yan Sobel in New York. The firm has also announced new leaders of its corporate department, Kyle Krpata and Michael Lubowitz, to take up the role following Aiello's departure.

The bulk of Weil's latest hires focus on finance and private-equity related practices, and several of the new hires are "boomerangs," returning to Weil after short stints elsewhere.

Even so, Weil has remained independent following major departures before. Back in 2024, the firm's future was in question following the departure of several practice leaders as Weil engaged in succession planning efforts. Despite the turmoil, Weil continued to bring in new hires and eventually announced PE partner and co-managing partner Ramona Nee would replace Barry Wolf as the firm's executive partner.

Weil last month repeatedly denied it was engaged in merger talks. On Sept 20, the firm told Law.com:

"Weil is not engaged in merger discussions with any firm, and reporting to the contrary is inaccurate. Like every leading firm, we continually evaluate opportunities to strengthen our platform."

Merger mania is alive and well in 2026, Law.com reported this month, as firms of all sizes—from Am Law 50 firms to boutiques and midsize shops—continue to express high interest in combinations seeking scale, capital, and practice depth.

While a growing number of firms have an appetite for merger talks, actual completed merger activity in 2026 is at a modestly lower number compared to through the first three quarters of 2025, Law.com reported.

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Article 16 and the Child Victims Act: A Fundamental Conflict

By **Ameer Benno**



The recent decision in *Campbell v. Onondaga County* highlights a critical tension in New York civil litigation: the application of CPLR Article 16 apportionment in cases brought under the Child Victims Act (CVA).

In a significant ruling issued Oct. 3, 2025, the Onondaga County Supreme Court granted plaintiff's motion in limine to preclude the defendant county from seeking apportionment of liability against deceased non-party tortfeasors. This decision offers important guidance on when Article 16's several liability provisions yield to the remedial purposes of the CVA.

Although *Campbell* arose in the foster-care context, its reasoning regarding deceased nonparties, the statutory exceptions in CPLR 1602, and the tension between Article 16 and the CVA's remedial purpose applies with equal force to CVA claims against schools, religious institutions, and other organizations sued for enabling child sexual abuse.

Background of 'Campbell'

Louise Campbell filed her action against Onondaga County pursuant to CPLR 214-g in August 2021, alleging sexual abuse that occurred between approximately 1951 and 1966 while she was placed in a foster home. The complaint alleged that Campbell, then between three and eighteen years old, suffered abuse by her foster father and foster brother. Campbell reported the abuse to her county caseworkers, yet the abuse continued.

Onondaga County sought to invoke Article 16 to apportion liability to the deceased foster father and brother. The plaintiff moved to preclude this apportionment, arguing that Article 16 was inapplicable as a matter of law under the specific circumstances of CVA cases.

The Jurisdictional Bar Under CPLR §1601(1)

The court's decision turned primarily on CPLR 1601(1), which provides that the culpable conduct of a nonparty "shall not be considered in determining any equitable share herein if the claimant proves that with due diligence he or she was unable to obtain jurisdiction over such person in said action."

The foster father died in 1978, and his son predeceased him in 1974—decades before the CVA opened the revival window for Campbell's claims. The plaintiff demonstrated through diligent search that no estates had been created in their names. As the court noted in *Artibee v. Home Place Corp.*, jurisdiction for purposes of Section 1601 encompasses both subject matter jurisdiction and personal jurisdiction. The death of a party divests the court of jurisdiction, and when no executor can be identified, substitution cannot be effected.

> This decision offers important guidance on when Article 16's several liability provisions yield to the remedial purposes of the CVA.

The court found the county's argument that plaintiff should have compelled the creation of estates and appointment of public administrators "both presumptive and speculative." Moreover, such a requirement would be "contrary to the intent of the CVA," which was designed to remove barriers for survivors seeking justice decades after their abuse.

This practical concern matters. Appointing a public administrator under SCPA 1002 takes time: it requires a petition, notice, and court approval, and administrators' caseloads routinely stretch the process out for months. The CVA's revival window, by contrast, was deliberately narrow—just two years—so that long-delayed claims could finally be resolved.

Forcing plaintiffs to complete a separate estate-administration proceeding before they could even name a deceased nonparty, all within that same compressed window, would have cut directly against the CVA's purpose of timely resolution for survivors.

The CVA's Legislative Purpose

The court grounded its ruling in the CVA's remedial purpose. Citing the Third Department's decision in *Matarazzo v. CHARLEE Family Care, Inc.*, which in turn quoted the Assembly Memorandum in Support of the 2017 bill that became the CVA, the court noted that it is "well-established...how certain abusers—sometimes aided by institutional enablers and facilitators—have been successful in covering up their heinous acts against children."

The CVA's legislative history reaches further still. In enacting the statute, the Legislature found that it would "shift the significant and lasting costs of child sexual abuse to the responsible parties"—meaning the institutions that harbored abusers, not the individual perpetrators who might evade accountability through death or disappearance.

Assembly Member Jo Anne Simon's floor statement on the CVA's passage captured this intent: "Institutions have covered this up for decades and have hired and harbored perpetrators who have often sought out the very environments where they will have access to children that they can abuse and intimidate into not telling. These institutions have fed the metastasizing of this cancer on our society, and today we say no more."

Harmonizing Competing Statutory Schemes

The court in *Campbell* recognized that applying Article 16 apportionment in CVA » Page 9

AMEER BENNO *is a lead trial attorney at Herman Law.*

IN BRIEF

« Continued from page 1

son Biondo & Diesa, LLP.

• **ArentFox Schiff** has added **Gabriel Levinson** as the real estate litigation practice leader. Prior to joining, he served as chair of the real estate litigation practice at **Haynes and Boone.**

• New York-based **Roger Park** has joined **BRG's** financial institution advisory practice as a managing director, alongside Chicago-based **Chris Harris.**

• **Alan Schwartz** has joined **Duane Morris** as a partner in the firm's corporate practice group.

• **Matt Minor** has joined **Manifest Law** as senior immigration attorney and practice lead. He was formerly a partner at **Corporate Immigration Partners.**

• **K&L Gates** has added **Jeffrey Reed** as a partner in its corporate practice. He joins from **Kilpatrick Townsend & Stockton**.

• **FBT Gibbons** has added **Adam Mocciolo** as a partner in its labor & employment practice group. He joins from **Akerman.**

• **Lowenstein Sandler** has named **Marie DeFalco** and **Sara Werner** as co-chairs of its venture funds launch group, and has added **Hila Cohen** as a partner to the group. Cohen was previously a partner at **Morrison Foerster.**

• **Milbank** has added **Claudia Carvajal Lopez** as a partner in the firm's corporate finance and securities group. She joins from **Davis Polk & Wardwell.** In addition, the firm has hired **Alex Anderson** as a partner in its tax group. He joins from **O'Melveny & Myers**, where he served as chair of that firm's tax practice.

• Boutique firm **Stein Adler Dabah & Zelkowitz** has expanded its private wealth, trusts & estates practice with the addition of **Eugenia M. Vecchio & Associates**, a Westchester trusts and estates practice. Vecchio and her entire team have joined Stein Adler's existing group, which is chaired by **Jason Lederman**.

• **Paul, Weiss, Rifkind, Wharton & Garrison** has added **Deidre Kalenderian** as a partner in its executive compensation department.

• **Simone Lelchuk** has joined **JAMS** as mediator and court-appointed neutral.

• **Michael Grant** has joined **Brithem** as counsel. He was formerly with **Cravath, Swaine & Moore** where he was a litigation associate.

• **Jonathan Rich** has joined **Braverman Greenspun** as of counsel. He joins from **Kucker Marino Winiarsky & Bittens**.

• **Sterlington** has added three attorneys to its private wealth practice: **Philip Yarberough** joins as counsel, and **Cheryl Daly** and **Jonathan Onufrak** join as associates. Yarberough joins from the **IRS Office of Chief Counsel**, Daly joins from **Morgan Lewis**, and Onufrak from **Duane Morris.**

• **Goldberg Segalla** has added **Jeffrey Lilly** as a partner to the firm's product liability practice group in Buffalo. In addition, the firm has hired **Kevin Zhang, Matthew Walsh** and **Miranda Kahn** as associates.

• **Rivkin Radler** has added **Alison Gladowsky** as counsel in its trusts & estates practice group in Uniondale. In addition, two firm associates **Edwin Maldonado** and **Jessica Flores Lynch** have been elected to roles with the Long Island Hispanic Bar Association. Maldonado will serve as treasurer on the executive board, and Lynch will serve on the board of directors.

—Patricia Kane

Weil Capital Markets Leader Heads to S&C

Michael Hickey, who previously co-led Weil, Gotshal & Manges' corporate and capital markets departments, is leaving for Sullivan & Cromwell, several sources confirmed Monday.

Hickey had been at Weil since January 2018, when he joined after five years as a managing director at Goldman Sachs, where he had served as VP and associate general counsel from 2006 through 2013.

Hickey recently held leadership roles at Weil, including as co-managing partner of Weil's corporate department and co-head of its capital markets practice. It's not clear when those leadership roles ended.



Michael Hickey

He works on financing matters, including with financial institutions on IPOs, follow-on equity offerings, high-yield and investment-grade debt, liability management transactions and other public and private syndicated financings and direct investments, according to his profile.

Hickey is a Chamber's-ranked debt equity attorney who has a strong record of working with his former employer and several other banks, including JPMorgan.

He helped Goldman Sachs Alternatives take Soho House & Co. private for $2.7 billion and worked with JPMorgan as an underwriter on several deals.

Sullivan & Cromwell, along with Simpson, Thacher & Bartlett and Paul, Weiss, Rifkind, Wharton & Garrison, have all recruited several high-level partners out of Weil in recent months.

S&C also hired the London office head for Weil, David Avery-Gee, as well as four other partners out of that office in September.

Weil is keeping up partner hiring itself. The firm on Monday announced the hiring of an antitrust partner from Paul Weiss.

Representatives for Weil and S&C did not immediately return messages seeking comment.

—Patrick Smith

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Real Estate Trends

REALTY LAW DIGEST



By **Scott E. Mollen**

Commercial Landlord-Tenant—Nonpayment Proceeding—Tenant Collaterally Estopped to Contest Indebtedness Determined by a Prior Supreme Court Decision Which Held Tenant's Guarantor Liable For $9,099,767.25—Business Record Exception to Hearsay Rule—Prior Supreme Court Decision Did Not Constitute 'Law of the Case'—Expert Unnecessary to Explain Calculation—Calculation Was 'Basic Arithmetic'

This decision involved a commercial nonpayment proceeding in the Civil Court, wherein the salient issues, following a trial were "whether a prior Supreme Court judgment against the respondent's guarantor had collateral-estoppel effect as to the amount of the respondent's lease indebtedness, and whether the court could reopen the trial on a limited basis after reconsidering its exclusion of petitioner's spreadsheet calculating additional rent, late fees and contractual interest."

The court held that the Supreme Court had conclusively determined the indebtedness through Feb. 1, 2026, in the amount of $9,099,767.25. It held that it should reconsider its prior ruling which excluded the petitioner's spreadsheet and concluded that, because the respondent relied on that ruling during trial, the subject trial should "continue on a limited basis" to determine the amounts owed that accrued after Feb. 1, 2026.

The respondent began to incur substantial rent arrears in 2023. It had requested additional time to address its arrears. The parties entered into subsequent agreements to provide that opportunity.

In November 2023, the parties signed an agreement wherein the respondent acknowledged arrears totaling $1,941,098.25. The agreement acknowledged the debt and provided that neither the tenant nor the guarantor had valid defenses to the landlord's enforcement of remedies under the lease. In February 2025, the parties again acknowledged outstanding arrears in an agreement which specified that the arrears amounted to $4,138,520.02. The February 2025 agreement gave the respondent additional time to pay its debt.

At trial, the petitioner introduced spreadsheets showing calculations of rent, late fees, interest, payments, and outstanding balances. The spreadsheets were not initially admitted because the calculation method was unclear and » Page 10

SCOTT E. MOLLEN *is a partner at Herrick, Feinstein.*

LLC'S AND REAL ESTATE

Dissolving an LLC: The High Bar for Getting Results





By **Adam Leitman Bailey** And **Courtney J. Lerias**

This article will discuss the issues that arise when a limited liability company ("LLC") operates for the purpose of owning real property, but where the LLC's members have persistent disputes among themselves, regarding the operation of the LLC, and where one or another of the disputing members wants "out" of its LLC membership, because it sees no other way of resolving what has become an intractable conflict.

A member of a limited liability company formed to own real estate may discover that ending that business relationship and selling the LLC's real property is more difficult than anticipated.

This article recommends ways in which operating agreement provisions may be drafted to protect members when such disputes arise and proposes statutory reforms to provide a more practical means of member departure from an LLC.

The Problem That Needs Fixing

Even when persistent disputes have destroyed the members' ability to work together, especially where one of two co-equal members is systematically blocked from (a) participating in decision making, (b) making rent collection, and/or (c) sharing in even minimal profit revenue, this situation may nevertheless support a court's prohibiting the dissolution of the LLC because the LLC is still capable of fulfilling its stated business purpose.

In such cases, where there is no previously specified "exit" plan provided for in the LLC operating agreement, a frustrated and disenfranchised LLC member remains left with an interest in a viable business, but with no practical means of separating itself from the other owners.

Instead of continuing to effectively mandate such hopeless situations, New York law should provide a remedy that facilitates the marginalized LLC member's swift and efficient exit from its predicament.

Partition Is Not an Option

Under Article 9 of the Real Property Actions and Proceedings Law ("RPAPL"), New York provides joint tenants and tenants in common with means to resolve such disputes—partition. RPAPL §901(1).

However, LLC Members cannot seek partition. when an LLC holds title to the property. LLC members cannot seek partition merely by virtue of their membership interests. Unlike individuals who directly own real property, LLC members hold interests in the LLC, not in the property itself.

An LLC membership interest constitutes personal property, and members have no ownership interest in specific property belonging to the LLC. Limited Liability Company Law §601. This distinction has significant consequences for members seeking to sell the property or exit the LLC. Even members holding equal interests in an LLC do not automatically become co-owners of its real estate.

Although members may consider themselves owners of the property, their membership interests do not confer direct ownership rights. *See 459 Washington Ave., LLC v. Atkins*, 230 A.D.3d 1282 (2d Dept. 2024); *Sealy v. Clifton, LLC*, 68 A.D.3d 846 (2d Dept. 2009).

Only where an individual holds a direct ownership interest in the real estate—rather than merely owning a membership interest or right to distribution—may partition become available under RPAPL §901(1).

Accordingly, because partition is unavailable to members based solely on their membership interests, they must consider alternative remedies—dissolution, winding up, and distribution of the LLC's assets—subject to statutory requirements and the terms of the LLC's operating agreement. However, this situation can become complex when members holding equal interests in an LLC disagree over whether the company should be dissolved.

As noted in our prior article, "*Rules on Partitioning Ownership Property Rights*," (New York Law Journal, 8/16/2022)the Second Department has held that an LLC member cannot maintain an action for partition of property owned by the LLC in the member's individual capacity.

More recently, in *Atkins*, *supra*, the Second Department reaffirmed the principle established in *Sealy*. *Atkins* involved three members of an LLC which owned real property. The plaintiffs sought partition and sale of the property, alleging that the individual members "held title…as tenants in common, each possessing a one-third undivided interest."

However, the court determined that the property was owned exclusively by the LLC, rather than by its individual members as tenants in common. Relying on LLC Law §601, the court held that the members had "no [direct] ownership interest in the property."

Thus, even assuming the members held equal interests in the LLC, their membership interests did not establish the ownership rights necessary to maintain a partition action under RPAPL §901(1). Significantly, the court also noted that there was "no allegation or evidence that the LLC ha[d] been dissolved or that [its] affairs ha[d] been properly wound up" under LLC Law §703.

Although *Atkins does* not establish a new rule, it reinforces the distinction between ownership of an LLC and ownership of its real property. For members seeking to resolve disputes involving LLC-owned real estate, the decision highlights the importance of utilizing the correct legal procedures and pursuing the appropriate remedies, including dissolution and winding up—which may involve the sale or distribution of LLC assets.

> The Legislature should reconsider whether the current standard for judicial dissolution places too high a burden on a member who is being consistently prevented from having a meaningful voice in the operation of the LLC.

Dissolution Under LLC Law

Limited Liability Company Law provides two methods for dissolving an LLC.The first is Limited Liability Company Law §701, which permits dissolution upon specified events outlined in an LLC's operating agreement, including events » Page 10

ADAM LEITMAN BAILEY *is the founding partner of Adam Leitman Bailey, P.C.* COURTNEY J. LERIAS *is a partner of the firm.* RYAN WEINSTEIN, *an extern of the firm and Second Year law student attending the Elisabeth Haub School of Law at Pace University, and* VICKY DONG, *an extern of the firm and Second Year law student attending the Maurice A. Deane School of Law at Hofstra University, assisted in the preparation of this article.*

COMMENTARY

How Florida's Chapter 558 Is Reshaping Risk For Architects, Engineers And Contractors

BY LAURIE STANZIALE

WHEN Florida lawmakers enacted Chapter 558, the goal was to give contractors, subcontractors, suppliers, design professionals and their insurers "an effective alternative dispute resolution mechanism in certain construction defect matters," that would allow them to resolve claims "through confidential settlement negotiations without resort to further legal process."

Decades of practice tell a different story.

Ask the architects, engineers, contractors and insurers who live with the statute, » Page 8

LAURIE STANZIALE *is a partner at Fox Rothschild in its West Palm Beach and New York City offices.*



COURTESY PHOTOS

From left: Gunster's **H. William Perry**, CEO and managing shareholder; **Telese L. Zuberer**, shareholder; and **William J. Schifino**, board director and shareholder

Gunster Opens in Sarasota With 28 Attorneys From Homegrown Firm

BY VIVIENNE SERRET

BRIDGING a gap on the Gulf Coast that once existed between Naples and Tampa, full-service Florida firm Gunster closed on a transaction to bring aboard the 28 attorneys and 40 staff members from longtime Sarasota firm Icard Merrill at the start of October.

With the deal complete, Gunster has officially entered into Sarasota and Manatee » Page 8

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COURTESY PHOTO

O'Melveny & Myers offices at the TC Energy Building in downtown Houston, Texas



COURTESY PHOTO

After 4 Years in Temporary Space, O'Melveny Settles Into New Houston Office

BY BRENDA SAPINO JEFFREYS

O'MELVENY & Myers, which opened its downtown Houston office in 2022, is settling into new space in the TC Energy Building that will allow the firm to more than double the number of lawyers in the office in the major legal market.

The new space in the building formerly known as Bank of America Center features modern technology, a wellness room, a cafe and plenty of light, but it also will allow for growth.

Garrett Johnston, managing partner of the Houston office, said the firm has close to 30 lawyers in Houston, but the new 43,000-square foot space on more than one-and-a-half floors in the building will accommodate 65 or 70 attorneys, and the firm can obtain more space if needed.

"We looked at the market itself. Eighty to 90 attorneys would be a great number to strive for in Houston," he said.

The firm has about 100 lawyers collectively in Houston, Dallas and Austin.

Johnston said he would like to hire more corporate lawyers in Houston, but also litigators and bankruptcy lawyers, he said, noting that the mix is Houston is currently about 50/50 between transactional and disputes.

When O'Melveny launched in Hous- » Page 8

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Judicial Ethics

Opinions From the Advisory Committee on Judicial Ethics

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

Judge May Preside Over Traffic Case Against Public Defender

Opinion: 26-41

Facts/Issue: May a local judge preside in a traffic violation case where the defendant is the Public Defender?

Discussion: Ordinarily a judge may preside in a case where one of the parties is an attorney who regularly appears before the judge, provided the judge concludes he/she can be fair and impartial. We see no reason for a different result here, merely because the Public Defender and/or assistant public defenders regularly appear before the judge.

Conclusion: A judge may preside in a matter where the Public Defender has been charged with violations of the Vehicle and Traffic Law, provided the judge concludes he/she can be fair and impartial.

Authorities: Opinions 14-120; 14-62; 07-122.

Judge May Advocate Changes to Judicial Conduct Commission During Campaign for Reelection

Opinion: 26-44

Digest: (1) During the course of his/her campaign for election or re-election to judicial office, a judge may make comments and recommendations concerning the Commission on Judicial Conduct which, in the judge's view, will help improve the law, legal system and the administration of justice. The judge may also respond to personal attacks, provided such response is truthful and not misleading. In so doing, the judge must respect and comply with the law. Thus, where the judge's proposed comments, recommendations, or responses pertain to his/her prior experience in filing a disciplinary complaint against another judge, he/she may not disclose information about his/her complaint that would breach confidentiality. The judge must also ensure that his/her statements do not cast reasonable doubt on his/her ability to be impartial. (2) The judge may publicly disclose our published judicial ethics opinions, including those that, in the judge's view, affect his/her conduct or ability to comment.

Rules: Judiciary Law §§ 45(1); 212(2)(l)(iii); 22 NYCRR 100.2; 100.2(A); 100.3(A); 100.3(B)(8); 100.4(A)(1)-(3); 100.5(A)(1); 100.5(A)(4)(d)(iii); 100.5(A)(4)(e); Opinions 26-17; 19-133; 17-142.

Opinion: The inquiring judge, a candidate for election or re-election to judicial office, previously filed a complaint against another judge with the Commission of Judicial Conduct and was dissatisfied both with the outcome and how the Commission handled the complaint. The judge now asks if he/she may, during the course of his/her campaign, inform the public of his/her view that the Commission did not properly investigate the complaint and that laws should be enacted to compel a fair investigation, hold the Commission accountable, and require them to provide "the basis of their decision with facts and rationale." Specifically, the inquiring judge wishes to (1) advise the public of his/her view that the Commission failed to interview material witnesses he/she identified in the complaint; (2) advocate that a law should be enacted to compel the Commission to contact such witnesses; (3) advise the public of his/her view that the Commission's decisions are often boilerplate and/or lack reference to specific facts; (4) advocate that the law should change to hold the Commission accountable and require them to provide the basis of their decision with facts; (5) advise the public of his/her view that the Commission should conduct more thorough investigations and make such investigation known to the complainant; (6) advise the public of his/her view that "the Commission is not beyond any Judge, including the Appellate Division who must justify its decisions based on fact;" (7) advocate that the Commission "must be required to clearly with reference to admissible evidence justify their decision"; and (8) advocate that the Commission should "investigate [its own] panel for potential bias," especially when a complaint is made against a judge with administrative or supervisory responsibilities. In addition, it is the inquiring judge's position that certain "lies" have severely damaged his/her campaign, and the judge asks if he/she may respond to them. Finally, the judge asks if he/she may publish this Committee's decision on these matters.

A judge must always avoid even the appearance of impropriety (see 22 NYCRR 100.2), must "respect and comply with the law" (22 NYCRR 100.2[A]), and must always act to promote public confidence in the judiciary's integrity and impartiality (id.). A judge's judicial duties take precedence over all of the judge's other activities (see 22 NYCRR 100.3[A]). A judge's extra-judicial activities must therefore be compatible with judicial office and must not cast doubt on the judge's impartiality, detract from judicial dignity, or interfere with judicial duties (see 22 NYCRR 100.4[A][1]-[3]). A judge's extra-judicial activities are subject to generally applicable limitations on judicial speech and conduct, the public comment rule (see 22 NYCRR 100.3[B][8]), and limitations on political activity (see 22 NYCRR 100.5[A][1]). A judge who is a candidate for election or re-election to judicial office within the applicable window period may respond to attacks on his/her record (see 22 NYCRR 100.5[A][4][e]), provided he/she does not knowingly make any false statement or misrepresent the identity, qualifications, current position, or other fact concerning the candidate or an opponent (see 22 NYCRR 100.5[A][4][d][iii]).

As we advised in Opinion 26-17 (citations omitted):

> In general, a judge may publicly support measures to improve the law, the legal system and the administration of justice. Thus, for example, a judge may publicly support or oppose proposed legislative or constitutional changes affecting court structure, court operations or the terms or conditions of judicial service, and may do so by (a) writing and submitting letters, articles, or editorials to newspapers and other publications; (b) advocating in person or in writing to public officials, governmental bodies, and labor unions; (c) testifying at public hearings; and (d) speaking at public or private forums, other than partisan political gatherings or meetings of a political party or committee (id.). We have also advised that judges may express views supporting or opposing a funding increase for the Commission on Judicial Conduct in an upcoming budget year. Because the Commission "is a body constitutionally vested with authority to discipline judges and thus has a role in maintaining public confidence in the judiciary," we concluded that "the appropriate level of funding for the Commission is a matter concerning 'the law, the legal system or the administration of justice.'" Accordingly, we said a judge could comment on this subject with executive and legislative branch officials, whether in meetings or in writing.

Of course, even when a judge is expressing his/her views on core matters concerning the law, the legal system or the administration of justice, he/she must abide by generally applicable limitations. For example, the judge must "respect and comply with the law;" ensure that his/her advocacy does not "cast reasonable doubt on the judge's capacity to act impartially as a judge;" abide by the public comment rule; and avoid impermissible political activity.

There is an additional possible complication when a judge's recommendations are based on his/her experience in filing a disciplinary complaint against another judge, and that complaint has not resulted in a published disciplinary decision. In that case, unless confidentiality has been waived, it is our view that the judge should not disclose information about his/her complaint that would breach confidentiality. Here, we note that the inquiring judge, presumably in accordance with confidentiality requirements under Judiciary Law § 45(1), has already advised that he/she will not disclose information regarding the disciplinary complaint he/she previously filed.

Accordingly, we conclude the inquiring judge may make recommendations concerning the Commission on Judicial Conduct which are intended to improve the law, the legal system or the administration of justice. Where the judge's recommendations are based on his/her experience in filing a disciplinary complaint against another judge, the judge may not disclose information about his/her complaint that would breach confidentiality.

The inquiring judge believes that his/her campaign for judicial office has been severely damaged by "lies" and wishes to address these lies. In Opinion 19-133, a judicial candidate was concerned that certain allegations were arising during his/her judicial campaign for political reasons, and he/she wished to respond by (1) disclosing the respective lengths of his/her employment as a part-time judge and as an attorney and (2) sharing copies of ethics opinions which, in his/her view, authorized his/her conduct. We advised that the judge "may, in his/her capacity as a judicial candidate, 'respond to personal attacks or attacks on [his/her] record,' provided the response is truthful and not misleading" (id. [citations omitted]). As relevant here, we further advised that the judge may, in his/her sole discretion, disclose any judicial ethics opinions he/she may have received and even "explain how his/her conduct has been influenced and guided by such opinions" (id.).

While this inquiry has a different focus than the one posed in Opinion 26-17, the answer remains the same. The parameters pursuant to which a judge may comment and make recommendations are clearly delineated in our prior opinions. Thus, the judge may comment on and advocate for change in the laws and/or the administration of justice subject to the above-referenced limitations. In discussing his/her prior experience as an individual who filed a complaint with the Commission, the judge "may not disclose information about his/her complaint that would breach confidentiality" (Opinion 26-17). As we are required to publish our ethics opinions (see Judiciary Law § 212[2][l][iii]), we likewise see no reason to preclude this judge from disclosing them as well. Any comments by the inquiring judge in response to personal attacks must be "truthful and not misleading" (Opinion 19-133; see also Opinion 17-142 [summarizing prior opinions]; 22 NYCRR 100.5[A][4][d][iii]).

In sum, during the course of his/her campaign for election or re-election to judicial office, the inquiring judge may make comments and recommendations concerning the Commission on Judicial Conduct which, in the judge's view, will help improve the law, legal system and the administration of justice. The judge may also respond to personal attacks, provided such response is truthful and not misleading. In so doing, the judge must respect and comply with the law. Thus, where the judge's proposed comments, recommendations, or responses pertain to his/her prior experience in filing a disciplinary complaint against another judge, he/she may not disclose information about his/her complaint that would breach confidentiality. The judge must also ensure that his/her statements do not cast reasonable doubt on his/her ability to be impartial. The judge may publicly disclose our published judicial ethics opinions, including those that, in the judge's view, affect his/her conduct or ability to comment.

JUDICIAL ETHICS OPINIONS

The New York Law Journal's Judicial Ethics Opinions page features recently issued and archived ethics opinions that help guide New York state's approximately 3,600 judges and justices, as well as hundreds of other judicial officers and candidates. Readers can also follow judicial conduct news coverage, commentary and expert analysis at law.com/newyorklawjournal/judicial-ethics-opinions/

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Off the Front

Vaughn

« Continued from page 1

focuses on general and commercial litigation, insurance defense and landlord-tenant cases.

He is also a past president of the Brooklyn Bar Association.

Vaughn is one of three candidates running for two open court seats in the 4th Municipal Court District this cycle. He and Xavier Carr are running on the Democratic Party line, while Aaron Franklin is running on the Republican and Conservative lines.

The general election is scheduled for Tuesday, Nov. 3. Early voting runs Oct. 24 through Nov. 1.

The following was lightly edited for length and clarity.

So, why do you want to be a judge?

I want to be a judge because I've had extensive experience in private practice, and I think serving on the bench would give me an opportunity to be more helpful and have a greater impact on people in the community. I've been very active throughout my life, but especially during my professional career, and while I've been able to accomplish quite a bit, I believe I can do even more.

I think people are looking for judges who look like them and who have had experiences similar to their own. I believe that gives them greater confidence when they walk into a courtroom and in the judiciary that presides over them. I believe I can bring that perspective if given the opportunity to be elected.

If elected, what experiences and influences would shape your approach to judicial decision making?

Personally, I would point to my background. My father was an attorney. He was a JAG officer in the Navy as well as a private practitioner. My mother is a retired educator and schoolteacher, and our household was a combination of structure, discipline and spirituality.

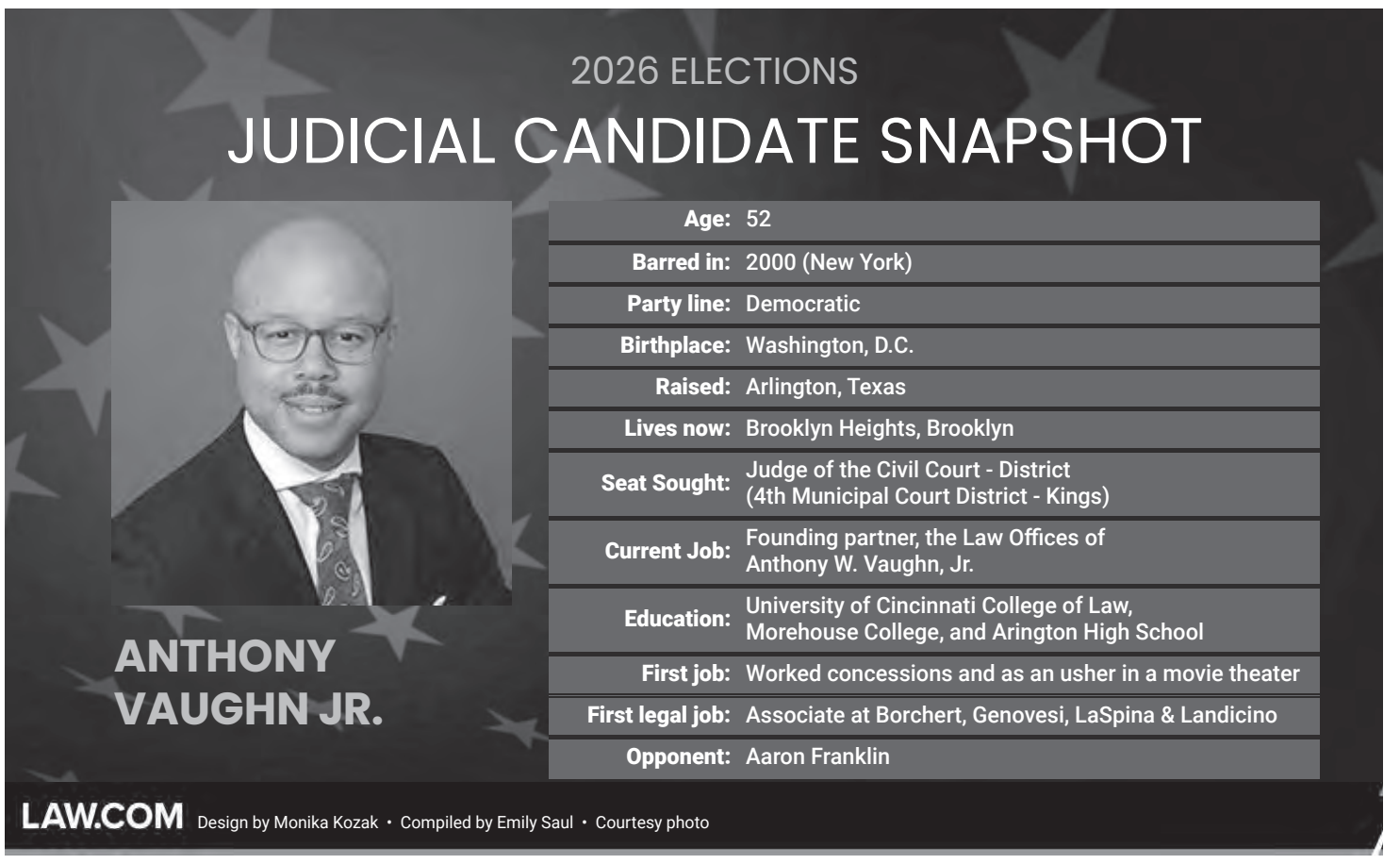
While I was taught to live life between the lines, I was also reminded of the importance of looking out for others. Both of my parents were very active in the church and in our local community while I was growing up. That's a message they conveyed to me, and it's something I've tried to embody throughout my personal and professional life.

I think that foundation, including my faith, is what would guide me if elected to the bench. I don't believe a one-size-fits-all approach to jurisprudence is appropriate. I think each person who appears before me should be heard individually, and the facts of every case should be considered independently. It's important to apply the law to the facts fairly and impartially while also recognizing that, in some cases, there may be alternatives to incarceration. If there are appropriate alternatives available and my discretion allows for them, I would consider and apply them.

What areas of law have made up most of your practice, and where do you have less experience?

Most of my experience has been in contract disputes, mortgage litigation, construction law litigation representing architects and engineers, and professional liability claims. I've also done quite a bit of landlord-tenant work, representing both property owners and tenants.

I have less experience in criminal law. I've never done criminal defense work, nor have I served as a prosecutor. Early in my career, when I practiced with a small general practice firm, I did handle some matrimonial and family law matters, but I have less experience in those areas as well.



What do you see as the most pressing challenges facing judges today?

I think one of the biggest challenges facing the judiciary is resources. Let me put it this way: If judges have more resources available to them, they'll be able to fulfill their duties more efficiently while also helping litigants obtain their day in court without significant disruption to their lives.

In Kings County, we have one of the largest dockets in the state. Many of the people who appear in Civil Court are self-represented litigants involved in contract disputes, collection matters and similar cases outside the criminal context. They're often required to come to court for conferences, which can mean missing work, losing half a day's wages, or potentially jeopardizing their income.

You end up with a situation where litigants want to come to court and seek justice, but they also don't want to risk losing their jobs. If the court lacks the resources to accommodate virtual appearances, telephone conferences, or other creative solutions, it becomes a challenge for everyone involved. Dockets continue to back up while courts wait for litigants to appear in person, and at the same time, it creates a real hardship for the people seeking relief through the judicial system.

The other side of this is AI, which I foresee as a significant challenge for the bench.

AI is a great tool when it's used properly. It can help practitioners operate their practices more efficiently. We can conduct research more quickly, and it can provide guidance on strategy and writing. Researching, analyzing and writing are core skills that we develop in law school.

Unfortunately, we're also seeing instances where attorneys use AI to cut corners. Not all lawyers, of course, but some are submitting work product that doesn't accurately reflect the law or the arguments being made. I'm sure you're familiar with cases involving AI hallucinations. You might receive a brief with 30 or 40 citations, and then the burden falls on the court to verify them, especially when a judge is preparing for oral argument, as every judge should.

When judges review those citations and discover that the cases don't actually support what the attorney claims they do, it creates an unnecessary burden on the court. First, the judge is effectively doing work that the attorney should have done by checking and correcting the legal research. Second, it can create a lack of trust between the bench and the bar. If an attorney develops a reputation for submitting inaccurate work product, judges are going to remember that.

One of my concerns is that both judges and attorneys need to be educated about these technologies. It's important for judges to understand the tools available to practitioners so they can recognize potential pitfalls. It's equally important for attorneys to understand those pitfalls so they don't get into trouble, make the court's job more difficult, or undermine the integrity of the profession.

How would attorneys, colleagues and clients describe your temperament?

I think people would describe me as a serious individual, someone who listens carefully and tries to provide solutions to problems. I'm not someone who simply accepts situations at face value. I tend to ask the second or third follow-up question.

I try to live with intention, and I think people would tell you that I'm someone they can rely on, someone they can trust, and someone who will keep an open mind if elected to the bench.

I know the judges don't make the law, that's the role of the legislature. But you've been working in this system for a while. Is there anything you would change, if you had the power to do so, about the criminal justice, civil justice or judicial system?

Is there anything I would change? I touched on it a little bit before. I think it's important to have more judges on the bench to address the significant volume of cases and avoid delays in delivering justice to the public.

As I mentioned earlier, one way to help accomplish that is through greater use of virtual options. I understand that not everyone has access to or is comfortable using Zoom, but most people have the ability to use a telephone.

While a video appearance may not always be accessible, a telephone appearance on the record can often achieve the same purpose.

I'm not talking about trials. Obviously, during a trial, a person needs to be seen so they can present evidence, and I understand that. But the majority of court appearances generally involve conferences and motion practice, which do not necessarily require an in-person appearance or even a video appearance on Zoom.

We saw during Covid-19 that people can adapt to technology when necessary. I'm also mindful of respecting people's time. One thing you'll hear from attorneys, jurors and litigants alike is concern about the amount of time spent waiting in court. If there's a way to improve people's experience in the court system so they not only feel heard but also feel that their time is respected, that's something worth pursuing. It goes both ways, of course. Judges want their time respected as well.

If there is a way to ensure that people are heard within a reasonable window of time and then excused, you create greater transparency in the courtroom and greater consistency for litigants. That's how you enhance confidence in our judicial system.

Is there anything you've learned from the campaign trail that's changed your understanding of the communities you hope to serve?

A little, yes. For example, I've attended a number of community precinct meetings during this journey. By attending those meetings, I was able to hear directly from residents about the concerns they deal with on a regular basis and listen to the conversations they have with representatives from their local police precincts.

Seeing the interaction between precinct representatives and community members was meaningful because I recognized some similarities between what people are seeking in court and what they are seeking at those community meetings. They have a grievance, they're bringing it to the appropriate authorities, and they want to understand what is being done to address the problem.

Similarly, as a judge, people would come before me to share their grievances. They want to be heard and, ultimately, to receive a decision. It's not my role to give them advice; that's what their attorneys are for. But it is my role to ensure they understand that they've been heard and that the law has been applied fairly to their case.

I was not fully aware of the strength of that community-precinct relationship before this experience. I've also had the opportunity to learn more about the Fourth Municipal District. I don't live in the district where I'm running, although I worked there early in my career in Canarsie. Campaigning has given me the chance to spend more time in the community, introduce people to my candidacy and my experience, and learn more about the issues that matter to residents.

Are there any cases or matters over the course of your career that have had a lasting impact on the way you practice law?

Yes, although I don't know that I'm going to answer the question the way you intended. I wouldn't say that a particular case changed my life. But I can say there were several significant cases that I worked on where I learned from senior, seasoned attorneys about the right way to develop a case, prepare for court appearances, conduct depositions in document-intensive matters, and ultimately become a better lawyer.

It wasn't just a matter of watching them. Becoming a better lawyer and advocate required a great deal of personal commitment. The attorneys I worked with, both men and women, set a very high standard, and I understood that if I wanted to reach their level, I needed to push myself. I needed to be better prepared than the next person, whether I was drafting motion papers, preparing for oral argument, taking a deposition or getting ready for trial.

I've always appreciated practitioners who take their craft seriously. Throughout my career, it has been my goal to continually raise the bar, not only for myself but also for the younger attorneys coming behind me. I want them to be able to look to me for guidance and mentorship and to view me as a resource who can help them grow professionally and, where appropriate, personally as well.

So, I can't point to one particular case. I would say that over the course of the last 26 years of my career, I've been fortunate enough to observe some very talented practitioners, and it has always been my objective to become one myself.

Who are your role models and mentors?

There are so many. I would mention the Honorable Cheryl Chambers of the Appellate Division, Second Department; the Honorable Barry Kamins, who is retired; the Honorable Carl J. Landicino of the Appellate Division, Second Department; and Anthony J. Genovesi Jr. I started my career working for Mr. Genovesi and Justice Landicino. They were my first bosses, and they taught me the right way to practice law.

I would also mention the Honorable Sylvia O. Hinds-Radix, who is retired. And one more, U.S. District Court Judge William Kuntz of the Eastern District of New York.

Those are just a few examples. I don't want anyone to feel as though I've left them out, but those are some of the people who immediately come to mind and who have certainly left a lasting impression on me.

You're going through the elective process right now. Is there anything that you think should be done to reform judicial election or selection in New York?

No, I'll leave that to the legislators to figure out. I understand the way the system operates, and I've been fortunate enough to get through the primary and earn a place on the general election ballot.

If elected, I look forward to serving all residents of Kings County in Civil Court. I don't really have any input on how the judicial selection process should be reformed. That's a matter for the legislature and policymakers. My focus is on serving the public fairly and impartially if given the opportunity to take the bench.

What work do you think you'd do if you hadn't become a lawyer?

I would be a high school teacher. My mother was an educator, and many of my relatives and friends are educators as well. Without getting on my soapbox, I think teachers are incredibly important and often undervalued.

When I was in law school, I had the opportunity during my third year to teach a civics class three days a week for a semester, focusing on students' basic legal rights. It was one of the most rewarding experiences I've ever had. I remember thinking at the time that I would be very happy doing this for a living.

I was able to connect with the students. They were old enough and mature enough to understand the issues we were discussing, but not quite adults, which made the conversations especially engaging. They asked thoughtful questions and provided meaningful feedback.

So, yes, if I weren't a lawyer, I think I would be a high school teacher.

Any particular subject?

Yeah, I'd probably be more of a history or English teacher. I'm a reader, and I think it's important for kids to read.

Anything you're reading right now?

No Name in the Street by James Baldwin.

Have you ever run for office before?

No, it's my first time.

Those were all of my questions. Is there anything that we didn't touch on that you'd like to add?

I think it's important for people who get to know me, or who read about me, to understand my background and to understand that my daily actions are deeply rooted in my faith and in God.

I'm a family man first, and anybody who appears before me should feel confident knowing that I'm going to be fair and impartial. I've been very active in the legal community as well as the community at large. I've hosted voter registration drives and annual coat drives, volunteered at food pantries, coached my children's sports teams, and mentored young attorneys.

The common thread in all of those activities is that I'm always trying to look out for others beyond myself. I think it makes me a better person, and I think it helps uplift other people as well.

If I'm fortunate enough to be elected, it would be my objective to serve the public honorably and with a continued commitment to public service.

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Calendar of Events

WEDNESDAY, OCT. 21

NY City Bar (CLE)
5th Annual Compliance Conference 2026
9 a.m. – 4 p.m. (Including Networking Luncheon)
6 CLE credits
nycitybar.org
Location: 42 West 44th Street, NY
Contact: Customer Relations Department, 212-382-6663 or customerrelations@nycbar.org

NY City Bar (Non CLE)
All Men are Created Equal: The Declaration of Independence A Reenactment Celebrating the 250th Anniversary of the Declaration
6 p.m. - 7:30 p.m.
To Register: https://services.nycbar.org/EventDetail?EventKey=dec102126&mcode=NYLJ
Location: 42 West 44th Street, NY
Contact: Customer Relations Department, 212-382-6663 or customerrelations@nycbar.org

WEDNESDAY, OCT. 21— FRIDAY, OCT. 23

NY State Bar
International Section 2026 Global Conference in Buenos Aires
The 3-day conference will bring together legal professionals, regulators, financial institutions, bar associations, and industry leaders from across the Americas to examine the evolving regulatory, governance, and professional challenges shaping cross-border legal practice.
Location: Marval O'Farrell Mairal, Av. Leandro N. Alem 882, Buenos Aires, Argentina
To Register: nysba.org/events/international-section-2026-global-conference-in-buenos-aires/

NY City Bar
Lunch with Judge Jon O. Newman
1 p.m. - 2:30 p.m.
nycitybar.org
Location: 42 West 44th Street, NY
Contact: Customer Relations Department, 212-382-6663 or customerrelations@nycbar.org

THURSDAY, OCT, 22

NYS Unified Court System
Teacher's Development Event
The Center for Civic Education and the Justice Resource Center will hold a "We the People" session in the morning, followed by a meet the Judges, including various Commercial Division judges on the panel, to be moderated by Administrative Judge Suzanne Adams.
9:30 a.m.- 2 p.m.
60 Centre Street, Room 300

THURSDAY, OCT. 22 FRIDAY, OCT. 23

NYCLA (CLE)
2-part Complimentary Session Fee Dispute Arbitration Training: Focus on Part 137 Arbitration
9:30 a.m. - 1PM each day
NY Credits TBD

THURSDAY, OCT. 22 THURSDAY, OCT. 29

NY City Bar (CLE)
16-Hour Bridge-the-Gap: Practical Skills, Ethics & More…
Time Day 1: 9 a.m. – 5 p.m.
Time Day 2: 9 a.m. – 5 p.m.
16 CLE credits for both days; 8 credits per day
nycitybar.org
Zoom/42 West 44th Street, NY
ontact: Customer Relations Department, 212-382-6663 or customerrelations@nycbar.org

MONDAY, OCT. 26

NY City Bar (CLE)
Medical Malpractice Conference
8:30 a.m. – 4:45 p.m. (Including Networking Luncheon)
6 CLE credits
nycitybar.org
Location: 42 West 44th Street, NY
Contact: Customer Relations Department, 212-382-6663 or customerrelations@nycbar.org

Practising Law Institute
Class Action Litigation 2026
9 a.m. – 4:30 p.m.
www.pli.edu/programs/class-action-litigation/
Hedge Fund and Private Equity Enforcement & Regulatory Developments 2026
9 a.m. – 4:45 p.m.
www.pli.edu/programs/hedge-fund-and-private-equity-enforcement--regulatory-developments/

TUESDAY, OCT. 27

NYCLA (CLE)
Conflicts of Interest in Corporate Transactions: A Primer for Corporate Lawyers and Litigators
5:30 p.m. - 6:30 p.m.
1CLE credit

Practising Law Institute
Presentation Skills for Attorneys 2026
2 p.m. – 4:10 p.m.
www.pli.edu/programs/presentation-skills-for-attorneys/

WEDNESDAY, OCT. 28

Historical Society of the New York Courts
One Woman's Voice for Justice: How the Courts Have Responded to Violence Against Women from the Revolution to Today
Hybrid Event – In person at New York City Bar Association and Livestreamed
6:30 p.m.
42 West 44th St., NYC
NY CLE credits pending for Society members only
Register at: history.nycourts.gov

Marie White Bell American Inn Of Court
Immigration Law Updates
Virtual Meeting: Via Zoom
6 p.m. - 8 p.m.
To RSVP and receive the Zoom link, contact Carolyn Chang, 609-261-4224 or changlaw1@verizon.net

NY City Bar
Fourth Annual Power the Pipeline Conference and DEI Champion Awards
9:30 a.m. - 5 p.m.
nycitybar.org
Location: 42 West 44th Street, NY
Contact: Customer Relations Department, 212-382-6663 or customerrelations@nycbar.org
Resume and Cover Letter Tips and Tricks
12:30 p.m. – 2 p.m.
nycitybar.org
Location: Zoom
Contact: Customer Relations Department, 212-382-6663 or customerrelations@nycbar.org

WEDNESDAY, OCT. 28 THURSDAY, OCT. 29

Practising Law Institute
Patent Law Institute 2026: Critical Issues & Best Practices
9 a.m. – 5 p.m. (Day 1)
9 a.m. – 4:45 p.m. (Day 2)
www.pli.edu/programs/patent-law-institute/

THURSDAY, OCT. 29

Federal Bar Council (CLE)
9/11: The Day U.S. Counterterrorism Changed Forever
5:45 p.m. – 7:15 p.m.
Location: Thurgood Marshall United States Courthouse
1.5 CLE credits
fbc.users.membersuite.com/events/a5720928-0078-c9c5-17f8-0b4a148a8aa7/details

NY City Bar
Don't Let Tax Issues "Spook" You!: Corporate and Business Tax Fundamentals for the Tax and Non-Tax Practitioner
6 p.m. - 8 p.m.
nycitybar.org
Location: Zoom
Contact: Customer Relations Department, 212-382-6663 or customerrelations@nycbar.org
New Lawyer Reception
6 p.m. - 8 p.m.
nycitybar.org
Location: 42 West 44th Street, NY
Contact: Customer Relations Department, 212-382-6663 or customerrelations@nycbar.org

THURSDAY, OCT. 29 FRIDAY, OCT. 30

Practising Law Institute
Advanced Compliance and Ethics Workshop 2026
9 a.m. – 5 p.m. (Day 1)
9 a.m. – 12:15 p.m. (Day 2)
www.pli.edu/programs/advanced-compliance-and-ethics-workshop/

FRIDAY, OCT. 30

Practising Law Institute
Lawyering From a Trauma-Informed Perspective 2026: Best Practices for Nonprofit and Pro Bono Legal Services Providers
9 a.m. – 12:50 p.m.
www.pli.edu/programs/lawyering-from-a-trauma-informed-perspective/
Legal Operations 2026
1:30 p.m. – 5:15 p.m.
www.pli.edu/programs/legal-operations/

THURSDAY, NOV. 5

NYCLA (CLE)
A Century of Helpers: The History of Non-Lawyer Advocacy in the United States
5:30 p.m. - 6:45 p.m.
1.5 CLE credits

TUESDAY, NOV. 10 TUESDAY, DEC. 1

NY City Bar (CLE)
Contract Drafting - The Basics and Essentials
10 a.m. – 12:15 p.m.
10 a.m. – 12:15 p.m.
2 credits per day
nycitybar.org
Location: Zoom
Contact: Customer Relations Department, 212-382-6663 or customerrelations@nycbar.org

WEDNESDAY, NOV. 11

NYCLA (CLE)
New York City's Pied-a-Terre Tax
5:30 p.m. - 6:30 p.m.
1 CLE credit

MONDAY, NOV. 16

NYCLA (CLE)
Clarence Darrow: The Defense Attorney as Cultural Icon
5:30 p.m. - 6:45 p.m.
1.5 NY Credits

THURSDAY, DEC. 3

NYCLA (CLE)
Certified Guardian, Court Evaluator and Counsel for AIP Training: Certification Program Approved by the Office of Court Administration"
9 a.m. - 5 p.m.
NY Credits TBD

MONDAY, DEC. 14

NYCLA (CLE)
"Fakes, Forgeries & Frauds: The Howard Hughes Hoax"
5:30 p.m. - 6:45 p.m.
1.5 NY Credits

TUESDAY, DEC. 15

NYCLA (CLE)
How to Get Law Firms Found on AI Engines
12 p.m. - 1 p.m.
1 CLE credit

O'Melveny

« Continued from page 5

ton in May 2022, it moved into temporary space in the TC Energy Building, and Johnston said the firm started looking in August 2024 for permanent space.

"We looked at spaces in the city but ultimately settled on staying in the TC Energy Building. We liked that the building was a landmark building in Houston with some really unique architectural features, an absolutely stunning lobby [and] it's very accessible to the courts," he said.

In late summer 2025, the office's design committee started started discussions with architectural firm Gensler to work out everything from the layout to the materials to the colors, he said.

"The priorities were first and foremost making it a very workable space for our people, making sure that all of the offices were comfortable, had the latest ergonomic features [and] great lighting," he said.

"We don't just want to make people come back to the office. We want to make people want to come back to the office. Our attendance numbers are excellent and I think that was a great part of it," Johnston said.

The office, according to the firm, was designed to provide a high-functioning day-to-day workplace and a "premier venue" for internal gatherings and to host clients. The cafe, which has an upscale coffee machine and also offers cold brew, is the focus of the gathering spot.

The new office also includes wellness areas such as a separate room for meditation, stretching or a break, along with a dedicated lactation lounge.

Technology features include a court appearance room with specialized lighting, AV and acoustic equipment, and conference rooms equipped with one-touch Zoom and Teams connectivity along with custom AV and lighting and shade controls.

"Nowadays we have to be competitive with our technology. We have the latest video conferencing tech—everything is seamless. We also have tech for virtual courtroom gatherings. We have a dedicated room for litigators to use, which also can be used for CLE," Johnston said.

The office is tied to Houston, with conference rooms named after Houston bayous and neighborhoods, including Brays, White Oak and Heights.

Johnston said the firm moved moving into the new space in July, but its formal opening is in November.

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Real Estate Trends

Florida

« Continued from page 5

and many will say it has not only failed to keep defect disputes out of court but has made them costlier and riskier. Rather than a path around litigation, the 558 claims process has become litigation in its own right, waged before a single pleading is filed. And because so many claims fail to settle, design professionals and contractors often end up paying to fight the same dispute twice.

Multiplying Costs and Increased Risks

Depending on the extent and nature of the 558 claims, claimants often hire multiple consultants of various disciplines to prepare massive defect reports. Design professionals and contractors have limited time under the statute to review the reports, inspect the property, and determine repair procedures. For smaller firms, the resources needed to respond to the reports within the statutory deadlines, while trying to maintain existing projects, can drain their personnel and generate overtime and costs that the companies struggle to absorb.

A missed deadline or a deficient response can shape later litigation. That leaves design professionals and contractors worse off than if they had been given time to digest the report, investigate, determine cause and responsibility, and make repairs."

The risks also increase because defect reports often inflate claims and include items well beyond construction defects, which was not the purpose of the statute. Frequently, the reports contain a multitude of issues concerning the condition of the building or buildings, many of which are not construction defects but rather slight imperfections of a punch-list nature or maintenance issues. Yet because they are included in the "558 Claim," design professionals and contractors must respond to all of them.

The statute defines "construction defect" as follows:

"Construction defect" means a deficiency in, or a deficiency arising out of, the design, specifications, surveying, planning, supervision, observation of construction, or construction, repair, alteration, or remodeling of real property resulting from:

- Defective material, products, or components used in the construction or remodeling;
- A violation of the applicable codes in effect at the time of construction or remodeling which gives rise to a cause of action pursuant to s. 553.84;
- A failure of the design of real property to meet the applicable professional standards of care at the time of governmental approval; or
- A failure to construct or remodel real property in accordance with accepted trade standards for good and workmanlike construction at the time of construction.

Common Complaints

One of the most contentious parts of the process is that defect reports often do not distinguish between conditions caused by construction and conditions caused by poor maintenance after turnover. Common examples include caulking that was never maintained, paint deterioration from skipped washing and recoating, irrigation damage to building elements, and HVAC failures resulting from a lack of filter changes or service. Associations that defer maintenance create conditions that are later blamed on construction defects. The 558 process should account for maintenance history, and claims should be reduced where deferred maintenance contributed to the condition. Expert reports need to clearly separate construction issues from maintenance failures.

Part of the issue is that there are no oversight mechanisms or guardrails on what is included in a claim. Unlike the court system, which enables parties to dismiss or challenge claims that are frivolous or fail to state a cause of action, the 558 statutory framework contains no such vetting process. Conditions relating to a lack of maintenance are lumped together with true construction defects, which increases the costs of the process and impairs the parties' ability to settle.

Further, the consultants preparing 558 reports for associations should be held to the same standard of care as the design professionals they are evaluating. Currently, there is limited accountability for accuracy or objectivity. As noted, reports routinely include maintenance items, cosmetic issues, or findings based on standards that did not apply when the building was built, without disclosing those distinctions. The standard of care should require consultants to distinguish among code violations, contract deviations, maintenance failures, and cosmetic issues. Conflating these categories misleads all parties about the true nature and value of the claims. Consultants who prepare advocacy documents rather than objective assessments may be breaching their professional duties. The industry needs established guidelines for 558 reporting, including objectivity requirements, materiality thresholds, and clear categorization.

Until guidelines are established, design professionals and contractors should keep detailed records of the work's progress, including photographs, repairs, communications, sign-offs, and turnover. As appropriate for their scope, design professionals and contractors should also deliver more robust turnover packages to the incoming board or owners, including maintenance schedules and manuals, warranties, expected useful life data, training and commissioning, and reserve study recommendations.

The Fee-to-Risk Ratio

For many designers, the economics of Florida condominium work are becoming hard to justify. When insurance costs, deductible exposure, and uninsured settlement contributions can equal or exceed the project fee, the rational move is to walk away. Some firms have done so. Others stay because condominium work is a significant part of the Florida market.

The exodus of qualified firms creates new problems: fewer experienced designers means potentially lower quality, more actual defects, and a self-perpetuating claim cycle. Firms that stay are adopting defensive design practices, heavier documentation, and higher fees to compensate. The fee-to-risk ratio must be rebalanced for this market to be sustainable. Developers that demand lower fees while 558 exposure stays the same are undermining the quality of talent they can attract.

The insurance market is responding with higher premiums, bigger deductibles, tighter policy terms, and, in some cases, outright withdrawal from Florida condominium construction. Insurers view Florida condominium projects as high-risk because 558 claims are virtually certain for any new development. That creates a vicious cycle: insurance costs drive up construction costs, those costs are passed on to buyers, and the inevitability of claims keeps attracting plaintiffs-side attorneys and consultants.

Carriers are adding condominium-specific exclusions, sub-limits and sunset provisions. Some carriers require project-specific risk management plans as a condition of coverage, which may drive better practices but adds cost.

Smaller firms are hit hardest because they lack the leverage to negotiate favorable terms. Maintaining insurance at a reasonable cost, or at all, is increasing the costs and risks to design professionals and contractors. Further, while there is sometimes a reluctance to call the carrier "too soon" for fear of increased premiums and adverse loss runs, most carriers require prompt notice of claims, and failure to report a 558 claim could give the insurer a basis to deny coverage, a risk the insured certainly does not want to take. Notifying the carrier can trigger the carrier's duty to defend, as well as its obligation to share in the costs of investigating the claim and of repair offers and settlements. Design professionals and contractors who decide not to promptly notify their carriers therefore increase their risk of bearing the costs of a 558 claim themselves.

Awaiting Meaningful Guardrails

Although Chapter 558 was intended to offer a faster, less expensive path to resolving construction defect disputes, in practice it has increased the risks borne by design professionals and contractors.

Compressed statutory deadlines, expansive and often inflated defect reports, the absence of any mechanism to weed out maintenance-related or cosmetic items, and the prospect of litigating the same claims twice all add cost and exposure before a lawsuit is ever filed. Those pressures are compounded by a tightening insurance market, which is raising premiums and deductibles, narrowing coverage, and penalizing late notice. Until the Legislature or the industry adopts meaningful guardrails, such as objectivity standards for claimant consultants and a process to separate true construction defects from maintenance failures, design professionals and contractors should treat every Florida condominium project as a likely 558 claim from the outset. That means documenting work thoroughly, delivering robust turnover packages, promptly notifying carriers, engaging counsel and consultants early when a notice of claim arrives, and pricing their services to reflect the true risk of the work.

Gunster

« Continued from page 5

Counties, adding offices in Sarasota and Lakewood Ranch.

Telese Zuberer, now a shareholder at Gunster and former president of Icard Merrill, said that over the last five years, there was a generational shift of shareholders, in which nearly a third of the group retired.

Despite having been an established firm for 75 years, Zuberer said the firm was left with the need "to fill those positions" in order to serve its existing client base.

"We've been very successful getting young attorneys through our summer intern program and new associates, but we needed more laterals," she said.

Additionally, the firm faced the question of how to update its systems and incorporate AI in order to better serve its clients.

"While we had originally thought we were going to be probably acquiring a firm or obtaining and joining with a local firm that may have been about our size from this area ... we got notification [from] one of our other shareholders that there was an interest from the Gunster group," Zuberer said. "Their reputation alone gave us pause for potentially considering a slightly different dynamic than we originally thought we might be looking for."

Icard Merrill had built practices across real estate and property law, land use, condominium and community association law, construction, litigation, family law, and estate planning and probate.

The move strengthens the combined firm's bench in real estate, corporate, private wealth services, and business litigation across 15 statewide offices.

Sarasota, in addition to being a "wonderful place to live," is also one of the places people go from outside the state to retire and bring their wealth. It's both a wealth market and a real estate market, two of Gunster's largest transactional practices, said added Bill Perry, CEO and managing shareholder of Gunster.

"The corporate team we've got here in Tampa is getting busier and busier. High quality work, high quality companies," added Bill Schifino, Gunster board of director and shareholder. "As residential markets have grown... so has corporate America come to the west coast of Florida."

The attorneys and professionals joining Gunster will continue to work out of their current Sarasota and Lakewood Ranch offices.

Firm leadership said the transaction between Gunster and Icard Merill was about a "year in the making."

"Sarasota County reminds me of Palm Beach County 25, 30 years ago, where a lot of our county was not developed, and and now we're at 1.5 million people," Perry said. "Sarasota County is about 500,000 today. So that's what I mean when I think we've already seen it in the post-Covid explosion of Florida growth and the number of people moving here and moving their businesses here since Covid, and I think we're going to continue to see it."

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Expert Analysis / Outside Counsel

Dupe

« Continued from page 3

and it filed for Chapter 11 bankruptcy protection on Aug. 14, 2026.

Trade dress can protect the overall appearance of a product's design and packaging as a source identifier, and Deckers and Van Leeuwen highlight a key distinction between reliance on product packaging versus product design. Product packaging can, by itself, be inherently distinctive, e.g., in *Two Pesos, Inc. v. Taco Cabana, Inc.,* the Supreme Court held that the décor of Taco Cabana's restaurants, described as "'a festive eating atmosphere having interior dining and patio areas decorated with artifacts, bright colors, paintings and murals.

The patio includes interior and exterior areas with the interior patio capable of being sealed off from the outside patio by overhead garage doors. The stepped exterior of the building is a festive and vivid color scheme using top border paint and neon stripes. Bright awnings and umbrellas continue the theme'", which was considered product packaging, was inherently distinctive without a showing of secondary meaning.

On the other hand, product design also requires a showing of secondary meaning, i.e., where consumers automatically think of the brand based on the product's design. However, a trade dress theory rooted in product packaging is not foolproof. *Apollo Health & Beauty Care v. Sol de Janeiro* went the opposite way. Apollo filed a declaratory judgment alleging Sol de Janeiro's packaging design for its Brazilian Bum Bum Cream (a body cream) was functional and unprotectable.

Sol de Janeiro counterclaimed that Apollo's NUTRIUS® Brazilian Body Butter Cream infringed, in relevant part, on the trade dress for its Bum Bum Cream, which consisted of a rounded jar, an oversized lid, a yellow-and-white color scheme, and a specific style of lettering. However, despite a lookalike product, the Southern District of New York rejected Sol de Janeiro's trade dress infringement counterclaim, finding the asserted combination of design elements functional.

What is functionality and why does it matter? A brand seeking trade dress protection must show that the asserted design feature is not functional, and there are two forms of functionality.

The first is utilitarian, e.g., where the trade dress makes it easier to use the product, or impacts its quality or cost. The second is aesthetic, i.e., where the trade dress serves an aesthetic purpose independent of source identification, and is necessary to compete in the relevant market. If the trade dress is either utilitarian or aesthetic, it is unprotectable and a competitor is free to copy the functional features.

But even where a brand establishes that its trade dress is nonfunctional and protectable, consumer confusion may still create an impediment. In *Benefit Cosmetics LLC v. e.l.f. Cosmetics, Inc*., Benefit alleged, in relevant part, that e.l.f. infringed the trade dress of its "Roller Lash" mascara and "Hook 'N' Roll" applicator brush. Despite establishing its protectable trade dress, the Northern District of California held that "Benefit has not shown that Lash 'N Roll, while it is a 'dupe' of Roller Lash, actually dupes any consumers." The Northern District of California also found that confusion must be "likely, rather than merely hypothetical," and that Benefit had not shown that e.l.f.'s dupes "cross[ed] the line and engender[ed] consumer confusion."

More often than not, product design is a key part of a fashion brand's strategy. The practical takeaway is that a brand should identify which design elements can realistically operate as source identifiers, use them consistently, and market them in a way that teaches consumers to associate those elements with the brand. Even then, however, brands must be prepared to establish that a competitor's product is likely to cause consumer confusion. That high bar may explain why brands are looking beyond trade dress to protect themselves.

Turning from trade dress to design patents. A design patent can be a viable strategy for handbags, shoes, jewelry, etc., where the appeal lies in the visual appearance of the product itself, and it comes with 15 years of protection (for design patents issued from applications filed on or after May 13, 2015).

Consider *Gavrieli Brands LLC v. Soto Massini (USA) Corp.*, where a jury returned a verdict in favor of *Gavrieli* (or *Tieks*). In relevant part, the jury found that defendants infringed upon the design patents of Tieks's shoe (a ballet flat with a distinctive blue outsole design), as well as Tieks's trade dress, and defendants were found liable for false advertising.

On the other hand, product design also requires a showing of secondary meaning, i.e., where consumers automatically think of the brand based on the product's design. However, a trade dress theory rooted in product packaging is not foolproof.

However, as noted above, the jury verdict in favor of Quince against Deckers shows that a design patent strategy may have some limitations. Specifically, even where a competitor is clearly copying, a brand may face risk if elements of the product are functional and the design itself is not unique, either of which could invalidate a design patent.

What happens when the dupe copies creative or artistic elements?

This may create the basis for a copyright claim, where copyright law protects original works of authorship.

How can a fashion brand get a copyright? While clothing and many accessories are "useful articles," which are protected only to the extent that their pictorial, graphic, or sculptural features can be identified separately from the article's utilitarian purpose under 17 U.S.C. §101, there are instances where those artistic features can stand alone. Consider David Yurman, the luxury jeweler.

Copyright May Succeed While Trade Dress Does Not: In *Yurman Design, Inc. v. PAJ, Inc.*, at issue was David Yurman's claim that the defendant's manufacture and sale of bracelets and earrings improperly copied Yurman's designs. Specifically, on the copyright claims, Yurman sought to protect the "artistic combination and integration" of "silver, gold, cable twist, and cabochon cut colored stones… i.e., the particular way in which th[ose] elements 'are placed, balanced and harmonized.'"

In 2001, the Second Circuit affirmed the lower court's judgment on liability and damages on Yurman's copyright claims. However, the Second Circuit reversed the judgment on Yurman's trade dress claim, finding that it failed as a matter of law because Yurman did not articulate or identify the specific elements of its trade dress.

Although Yurman argued that its trade dress could be "discerned" from the overall look and feel of its 18-product line, which consisted of rings, bracelets, and earrings, the Second Circuit held that "a plaintiff asserting that a trade dress protects an entire line of products must articulate the specific common elements sought to be protected."

David Yurman has continued to test the parameters of copyright law. In February 2026, it filed *David Yurman Enters. LLC v. TJX Cos.* in the Southern District of New York against TJX Companies (the parent company of TJ Maxx and Marshalls) over its manufacture, sale, and advertisement of "slavish imitations" of many of Yurman's copyrighted signature jewelry designs (like the Buckle Classic Cable Bracelet).

In particular, Yurman argued that the "proliferation of 'dupes'" undermines the nature of creative design and expression. The case remains pending, but it signals that some luxury brands are thinking about copyright as a way to protect design integrity and creative expression in their fight against dupes.

What happens when the creator of the dupe makes comparative claims regarding quality?

Comparative advertising is, of course, perfectly legal. However, false or misleading comparative claims may create potential exposure.

In November 2025, Williams-Sonoma, Inc., sued Quince in the Northern District of California, in relevant part, for false advertising. Williams-Sonoma took issue with the way that Quince compared its products (including cookware, furniture, and homeware) to those from Pottery Barn, West Elm, and Williams Sonoma on Quince's website and on other platforms (e.g., Instagram video advertisements). Williams-Sonoma also challenged Quince's claims about its use of certain materials and product certifications, as well as customer reviews or ratings for certain products.

Rather than focusing on product design, Williams-Sonoma argued that Quince's marketing strategy created a misleading impression about the quality of Quince's products.

The Northern District of California granted Quince's motion to dismiss without prejudice on Sept. 30, 2026, and Williams-Sonoma has 21 days to file an amended complaint. While this decision is from a single federal district court and is not binding elsewhere, it offers two key takeaways for brands considering a false advertising claim.

First, a court may apply Federal Rule of Civil Procedure 9(b)'s heightened pleading standard where the complaint alleges that the advertiser knew its advertising was false or misleading or acted with reckless disregard for its falsity.

Second, unless a statement is unambiguously false, a brand must plead with particularity how consumers were actually deceived, and in all cases must allege how that challenged statement was material and caused injury, rather than just relying on conclusory statements.

Bottom Line

Dupes are here to stay, particularly as technology and social media make them easier to find and give consumers access and insight into their look, feel, and overall quality. The irony, however, is that nobody needs a dupe of a brand they have never heard of. So, what's a brand to do?

Recent cases show that brands are testing various theories, from trade dress to copyright to design patent to false advertising to protect themselves against dupes. However, no brand is automatically entitled to protection, and in some cases, once a brand becomes ubiquitous, that protection may be stripped away. Brands need to think creatively and strategically about how to navigate dupe culture.

That may mean creative teams looping in legal earlier in the design process to identify protectable elements, or carefully considering source identifiers and using targeted marketing campaigns around those features to establish (and document) secondary meaning.

Article 16

« Continued from page 4

cases would frustrate the CVA's core purpose.

Requiring CVA plaintiffs to establish estates for deceased abusers—individuals who died decades before the CVA even existed—would recreate the very barriers the CVA sought to eliminate. It would allow institutional defendants to "eschew liability and redress for the damages caused" by shifting blame to parties beyond the plaintiff's reach.

The court's reasoning aligns with a distinct and well-established canon: where a general statutory provision conflicts with a more specific one, the specific provision controls, since general statutory provisions apply only where particularized statutory provisions do not.

Article 16 is a general apportionment rule that applies across ordinary tort litigation. The CVA, by contrast, is a later-enacted statute narrowly targeted at the unique circumstances of institutional child sexual abuse. Under this canon, Article 16's general rule should yield to the CVA's specific design wherever the two cannot be reconciled.

This reading also reconciles the competing policy judgments behind each statute. Article 16 was designed to shield defendants bearing minimal fault from disproportionate liability. The CVA reflects the opposite judgment for institutional child sexual abuse: institutions that enabled abuse through negligent hiring, supervision, or retention should bear its cost, even though the individual abuser bears greater moral culpability for the abuse itself. Treating such institutions as "low-fault" defendants under Article 16 would misread the CVA's central premise.

Additional Grounds for Preclusion

While the jurisdictional bar under CPLR 1601(1) proved dispositive, the court did not reach three other grounds that could independently preclude apportionment, stating only that "further arguments as to the applicability of the remainder of CPLR article 16 applications need not be analyzed." They remain available, however, as alternative grounds for excluding Article 16 in future CVA cases.

First, under CPLR 1602(5), Article 16 does not apply to "actions requiring proof of intent." As Campbell's motion argued, invoking the CVA's revival window requires a plaintiff to prove they were the victim of conduct constituting a sexual offense under Penal Law Article 130—offenses that all require proof of intent. The statute refers to actions, not merely claims, requiring intent, so the argument runs, the sexual abuse underlying any CVA action necessarily involves intentional conduct, even when the institutional defendant itself faces only negligence-based liability.

Second, under CPLR 1602(7), a tortfeasor acting "with reckless disregard for the safety of others" is denied several-only status. Although the court did not reach this argument either, the *Campbell* record would likely support a finding of reckless disregard: the county received actual notice of sexual abuse, yet took no action and allowed the abuse to continue with full knowledge that prior children had been removed from the home for similar abuse by the same perpetrator. The bar for establishing the notice underlying such a finding is not high.

The Court of Appeals' decision in *Nellenback v. Madison County* in 2025 confirms that constructive notice does not require actual knowledge of an employee's specific propensity for abuse; an institution "should know" of a dangerous propensity if it "has reason to know of the facts or events evidencing the propensity."

Some sign of risk is enough. An institution therefore cannot escape a finding of notice simply because no one ever reported the perpetrator by name—even though *Nellenback* itself shows the evidentiary bar remains real, since the plaintiff there lost.

Third, under CPLR 1602(2)(iv)'s savings clause for non-delegable duties, as construed by the Court of Appeals in *Rangolan v. County of Nassau*, a defendant that delegates a duty it cannot lawfully delegate remains liable to the same extent as its delegate, and cannot use Article 16 to shift that liability away.

As the *Rangolan* Court explained, a municipality that delegates a non-delegable duty to an independent contractor "remains vicariously liable for the contractor's negligence and cannot rely on [Article 16] to apportion liability between itself and its contractor."

A county's duty to protect a child it places in foster care is non-delegable, and the same logic likely reaches school districts that contract out supervision and, in narrower circumstances, dioceses that operate through affiliated schools or programs. No New York court has yet applied *Rangolan* in a CVA case, so this remains an untested but promising ground.

Implications for CVA Litigation

The *Campbell* decision has significant implications for the numerous CVA cases working through New York's courts—not only against county social services departments, but against school districts, dioceses, youth organizations, and other institutions accused of enabling child sexual abuse.

The question is not merely technical but fundamental: whether New York's commitment to justice for survivors of child sexual abuse will yield to a statute designed for different circumstances and different policy concerns.

One additional argument, though unsettled, may extend across every CVA case: because CPLR 214-g conditions revival on proof that the plaintiff suffered conduct constituting a sexual offense under Penal Law Article 130, one could argue that the revived cause of action itself—not merely a fact proven along the way—requires proof of intent, bringing every CVA action within the CPLR 1602(5) exception for "actions requiring proof of intent" even where the institutional defendant's own liability sounds in negligence.

This argument would have to overcome the Court of Appeals' decision in *Chianese v. Meier*, which held that a defendant's negligence claim is not transformed into an "action requiring proof of intent" merely because the plaintiff must also prove a third party's intentional act to establish causation.

The CVA context may be distinguishable, since Penal Law Article 130 proof is a statutorily-mandated element of the revived cause of action itself rather than a mere causation fact—but that distinction has not been tested in any reported decision, and any court weighing the argument will have to confront *Chianese*'s reasoning directly.

Beyond that categorical point, *Campbell* suggests institutional defendants face additional, fact-specific obstacles to Article 16 apportionment, particularly when:

1. The individual perpetrators are deceased and died before the CVA's enactment, making estate creation a barrier inconsistent with the CVA's purpose;
2. The institutional defendant was on notice of concrete signs of risk to a child's safety—even absent a specific complaint naming the perpetrator as a sexual abuser, given the low bar for constructive notice under *Nellenback*—and failed to act, potentially establishing reckless disregard under CPLR 1602(7); and
3. The institution delegated a non-delegable duty of care—such as the placement or supervision of a child—to an independent contractor, affiliated agency, or organization, potentially precluding apportionment under *Rangolan*'s savings-clause analysis of CPLR 1602(2)(iv).

Courts considering Article 16 in CVA cases must weigh not only the technical requirements of the apportionment statute but also the fundamental policy determination embodied in the CVA: that institutions bear responsibility for the abuse that occurred under their supervision, particularly when they failed to act on notice of danger to children in their care.

Conclusion

The *Campbell* decision recognizes that applying Article 16 apportionment in CVA cases would undermine the statute's remedial purpose of holding institutions accountable for child sexual abuse that occurred under their watch. When individual perpetrators are deceased and no estates exist, requiring CVA plaintiffs to have created estates for abusers who died decades ago would recreate the barriers the CVA sought to eliminate.

Courts should recognize, as *Campbell* did, that CPLR 1601(1)'s due-diligence requirement is satisfied where the nonparty abuser is deceased with no estate, without forcing the plaintiff to open one.

Courts should also give serious weight to CVA plaintiffs' unresolved arguments under the intent and reckless-disregard exceptions and *Rangolan*'s non-delegable-duty savings clause, ensuring that the later and more specific remedial statute achieves its legislative purpose.

These same principles apply equally where the institutional defendant is a school, a religious organization, or any other entity entrusted with the care of children, not only a county department of social services.

The question is not merely technical but fundamental: whether New York's commitment to justice for survivors of child sexual abuse will yield to a statute designed for different circumstances and different policy concerns.

The *Campbell* court's answer—that it will not—deserves careful consideration as CVA litigation continues across the state.

Claims

« Continued from page 3

way "without any regard for the time, place, manner or number of hits sustained." According to the primary insurer, the players' injuries therefore arose out of one common event.

The First Department Affirms the Multiple Occurrence Ruling

The First Department disagreed with the primary insurer, ruling that the players' injury claims constitute multiple occurrences under the unfortunate event test and the governing language of the policies. The First Department explained its ruling as follows:

"It is undisputed that the incidents giving rise to the players' injuries are head impacts sustained during their NFL career, and that their NFL play took place at different times, on different fields, and over the course of 24 years. While the incidents giving rise to the injuries share some commonalities, it cannot be said that the impacts at issue here, which involve over 20,000 former players who participated in approximately 10,000 games over multiple decades, in approximately 90 different stadiums share the same 'temporal and spatial' characteristics to 'unify them as one occurrence.'" In other words, it cannot be said that each player's injury arose from the same unfortunate ongoing event.

The First Department further explained that the incidents at issue were not part of the same causal continuum: "given that each head impact was sustained by different players, at different times, in different places, throughout the entirety of each player's career, and over several decades, the incidents cannot be said to have been precipitated by a single causal continuum." Id.

As a result, the First Department confirmed that the injury claims at issue constituted multiple occurrences and that, therefore, the fifth layer excess insurer owed no coverage obligation to the NFL.

Claims Are Not Product Claims

The primary insurer also contended that the NFL's settlement was subject to the $1 million aggregate limit applicable to products liability claims under the Products Completed Operations Hazard (PCOH), asserting that the term "product" includes intangible items such as NFL football. The First Department rejected this argument as well, reversing the trial court.

In doing so, the First Department held that the PCOH did not apply to intangible items. For support, the First Department pointed out that the insurance contract expressly provided that the PCOH does not apply to products that are no longer in the insured's possession, making clear that the PCOH is only intended to apply to tangible products.

The First Department explained that its ruling was consistent with the goals of the PCOH, which was intended to cover risks caused by a defect in the insured's product once the insured has relinquished control of the product.

As a result, the First Department ruled that the aggregate limit for PCOH claims did not apply to the NFL class action settlement.

Looking Forward

In the case presented, the multiple occurrence ruling was favorable to the NFL because of the absence of aggregate limits in the underlying insurance policies. As a result, to the extent that the courts ultimately find the NFL has a right to coverage for the class action settlement, there appear to be enough insurance limits available within the layers below the fifth excess layer.

There are other instances where a policyholder would prefer a single occurrence ruling. For example, if the policyholder has settled multiple claims for amounts that do not exceed a per occurrence deductible, it would need a single occurrence ruling so that it could aggregate the settlements to exhaust the per occurrence deductible and seek recovery for the loss that exceeds that deductible. An insurer would likely advocate for the opposite in that situation.

Similar to disputes over whether a new claim arises out of the same facts and circumstances as a prior claim such that the two claims should be deemed a single related claim (subject to a single deductible and policy limit), disputes over the number of occurrence question are often fact-specific and the outcome of the disputes can make a meaningful difference in the amount of available insurance.

As a result, parties are likely to continue to seek to resolve these disputes in courts or arbitration tribunals. The NFL case may provide useful precedent in New York for future similar disputes.

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

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Real Estate Trends / Off Page 2

LLC

« Continued from page 5

that trigger dissolution within an LLC's governing documents, such as a specified date, time, or events, a member vote, or written consent where applicable.

However, if an event of dissolution has not occurred, or if the members of the LLC do not agree to dissolution, the member seeking dissolution must rely on Limited Liability Company Law §702, which separately authorizes a member or their representative to seek judicial dissolution whenever it is no longer "reasonably practicable" to carry on the business in conformity with the LLC's articles of organization or operating agreement.

Matter of 1545 Ocean Ave., LLC, 72 A.D.3d 121 (2d Dept. 2010) is the leading authority on this standard.In that case, two entities each owned 50% of an LLC formed to acquire and develop commercial rental property, and the operating agreement generally permitted either manager to act independently.

The managers disputed construction costs, unilateral decisions, and one manager's use of his own construction company. Buyout negotiations failed.As a result, one member commenced a special proceeding seeking dissolution based on alleged management deadlock, and the trial court ordered dissolution.

On appeal, the Second Department held that, in order to establish that it is not "reasonably practicable" to carry on the business of the LLC, the petitioning member seeking dissolution must establish that "(1) management of the entity is unable or unwilling to reasonably permit or promote the stated purpose of the entity to be realized or achieved, or (2) continuing the entity is financially unfeasible."

Despite substantial evidence of ongoing disputes concerning the real estate development project, the Second Department reversed the trial court's order of dissolution, holding that the inability of members to work together does not automatically establish that the LLC cannot carry on its business.

For an entity whose purpose is broadly defined as owning and managing real estate, continued ownership and rental operations may be enough to defeat dissolution even after the relationship that produced the investment has collapsed.

This principle was recently reaffirmed in *TZ Vista, LLC v. Helmer*, 235 A.D.3d 691 (2d Dept. 2025), wherein the court reiterated the importance of evaluating the LLC's continued operation under §702. The decision emphasizes that disagreement alone does not necessarily result in a finding that the LLC is not reasonably practicable to carry on its business where the stated purpose has not been frustrated, and operation is still financially feasible.

If the LLC remains financially feasible, exclusion from management and distributions from profits will not establish grounds for dissolution. *See e.g., Doyle v. Icon, LLC*, 103 A.D.3d 440 (1st Dept. 2013). Likewise, if the stated purpose of the business continues to be achieved and the business remains financially feasible, dissolution may not be permitted even in situations of oppressive conduct where the members' relationship has deteriorated significantly. *See Matter of Kassab v. Kasab*, 195 A.D.3d 830, 831 (2d Dept. 2021); *Matter of Eight of Swords, LLC*, 96 A.D.3d 839, 840 (2d Dept. 2012).

By contrast, in *Amici v. Mazza*, 234 A.D.3d 1170 (3d Dept. 2025), the court considered an LLC formed without an operating agreement or written documentation of its terms, but with articles of organization providing that no single person would manage or have authority of the property.The court concluded that because neither member has legal authority to act on behalf of the LLC, it would not be reasonably practicable for the LLC to carry on its business. The decision illustrates that a company's organizational structure may prevent it from conducting the LLC's business, thus warranting dissolution under §702.

Bringing an Action for Judicial Dissolution

A member seeking judicial dissolution of an LLC must commence special proceeding under Limited Liability Company Law §702 and CPLR Article 4 in Supreme Court in the county where the LLC's office is located. The member files a petition, supported by competent evidence, demonstrating why continued operation is no longer reasonably practicable.

Competent evidence includes the operating agreement, articles of organization, financial records, communications between members, and documentation showing how the dispute affects the LLC's operations or financial feasibility.It must connect the members' dispute to the LLC's inability to operate in accordance with its governing documents or that the continued operation is financially unfeasible.

A member of a limited liability company formed to own real estate may discover that ending that business relationship and selling the LLC's real property is more difficult than anticipated.

Allegations that another member usurped control or thwarted a proposed sale do not necessarily establish sufficient evidentiary support that the LLC can no longer function. *See Matter of FR Holdings, FLP v. Homapour*, 154 A.D.3d 936 (2d Dept. 2017).Nor does evidence concerning the members' conduct, unilateral control, or disagreements, without evidence demonstrating their effect on the LLC's operation, may not be sufficient. *See Matter of Ribeiro v. Libutti*, 244 A.D.3d 861, 863 (2d Dept. 2025).

The evidentiary burden is particularly significant because a judicial dissolution proceeding is brought as a special proceeding rather than as a plenary action.Specifically, the petition and supporting papers must be served on the respondents with a notice of petition or an order to show cause, in accordance with Article 4 of the CPLR and any court-directed requirements.

The court may determine the petition on the papers if no material factual disputes exist.Otherwise, an evidentiary hearing or trial may be necessary.

If dissolution is granted, the applicant must file a certified copy of the dissolution order with the Department of State within 30 days of its issuance, and the LLC's affairs must then be wound up in accordance with the governing agreement and applicable law.

Standard for Judicial Dissolution

This standard is aimed at protecting the entity, but it fails to account for when one of two equal members finds themselves blocked out of all decision making in a financially sound limited liability company. Put another way, an LLC can remain economically viable while a member's investment becomes practically inaccessible.

A member may retain an interest on paper while having no opportunity to participate in the decision making of the LLC and no ability to turn his/her interest into tangible value. One member may exercise exclusive control while another retains an investment that cannot readily be sold or redeemed. Continued operations do not necessarily answer whether the members can continue to work together.

Alternatives to dissolution do exist, such as a claim for breach of contract, accounting, derivative claims, or a claim of breach of fiduciary duty (*see, e.g., Korangy v. Malone,* 161 A.D.3d 645 (1st Dept. 2018).However, those alternatives only provide a solution for past disputes and have no effect on the management of and decision making for the LLC moving forward.

Equitable buyouts provide a solution in some cases. In *PFT Tech., LLC v. Wieser*, 181 A.D.3d 836 (2d Dept. 2020), the court approved a buyout and valuation date based on the equities of the dispute. Significantly, the departing member had agreed that the majority could purchase his interest.

However, the decision does not establish an unrestricted right to compel a buyout whenever members disagree: the availability of such relief depends on the circumstances and should not be assumed in every dissolution proceeding. *See* Bailey and Desiderio*, Distributing the Assets of a Limited Liability Corporation* (New York Law Journal, 2/21/2025).

§702 Should Be Expanded

The Legislature should expand §702 to permit dissolution when a sustained breakdown in the working relationship of an LLC's members materially prevents co-equal members from exercising management rights and/or participating in the decision making for the LLC, even if the business remains feasible from a purely financial perspective.

Courts should consider the duration and seriousness of the conflict, the company's management structure, the decisions the members can no longer make, and whether a contractual dispute resolution or exit mechanism offers an effective remedy.

The courts should require objective, competent evidence of the petitioner's consistent exclusion from his/her management rights. Personal hostility or intermittent disagreements over minor decisions should not suffice.

Courts should also consider whether the petitioner manufactured the deadlock, refused to meaningfully engage in the management of the LLC, or rejected an available contractual solution. These safeguards would protect a legitimately profitable LLC, while permitting dissolution as a last resort when a member can demonstrate a sustained breakdown of proper management of the LLC under its operating agreement.

Until the law changes, operating agreements should define clear events of dissolution, procedures for resolving deadlock, and practical exit mechanisms. They should also include clear and mandatory buyout provisions that specifically address the method by which the assets of the LLC will be valued.

Careful drafting can protect members of an LLC to an extent, but statutory relief should not depend entirely on whether members anticipated the eventual breakdown when they formed the company. New York should make dissolution available when that breakdown is sustained and substantial, as proven by competent evidence.

Members of an LLC who find themselves consistently excluded from their management rights should not be required to wait until the LLC is no longer profitable, and therefore the vitiation of their investment, before dissolution is permissible.

Conclusion

The Legislature should reconsider whether the current standard for judicial dissolution places too high a burden on a member who is being consistently prevented from having a meaningful voice in the operation of the LLC. Although disagreement alone should not automatically require dissolution, the law should provide an option for members to separate their interests when continued co-ownership of the LLC is no longer practicable, to the detriment of one or more co-equal members.

In the meantime, attorneys should consider drafting operating agreements using provisions that establish clear dissolution events, exit mechanisms, buyout procedures, and rules governing the sale or distribution of real property, including establishing valuations methods and specifying how and when a sale must occur.

Realty Law

« Continued from page 5

the petitioner did not sufficiently demonstrate that the records qualified under the business-record exception.

The petitioner had also brought a separate action in the Supreme Court against the guarantor based on the respondent's lease obligations. The guarantor acknowledged that he was the tenant's "largest interest holder" and chief executive officer (CEO) in that action and that he would derive substantial benefits from the lease. The Supreme Court previously granted summary judgment in that action in favor of the petitioner.

The Supreme Court previously granted summary judgment in that action in favor of the petitioner. The total indebtedness adjudicated through Feb. 1, 2026, was $9,099,767.25, together with interest at nine percent from Feb. 1, 2026. The guaranty was described as "absolute, present, primary and unconditional guaranty of payment and performance." The guaranty allowed the petitioner to proceed against the guarantor "without first pursuing remedies against the (respondent)."

The Supreme Court held that the guaranty did not require notice to the tenant as asserted by guarantor.

After trial, the subject court addressed whether the petitioner was authorized to maintain the proceeding; whether an alleged failure to comply with the Limited Liability Company Law affected the proceeding; whether the predicate rent demand was proper; whether the petitioner proved the amount of rent outstanding; whether the evidence supported late fees and related charges; and whether the Supreme Court judgment against the guarantor precluded relitigating of the respondent's indebtedness.

Based on the lease and subsequent agreements between the parties, the court found that the petitioner established its right to maintain the proceeding by introducing a deed or other such documentary evidence. Proof of ownership was not required.

The landlord's status was sufficiently established by the petitioner's evidence. Moreover, the respondent had not timely raised lack of capacity as a defense and any alleged failure to comply with the Limited Liability Company Law was waived and did not require dismissal. The court did not "need to take Judicial Notice of Department of State records or reopen the trial record to establish publication."

The court found that the rent demand complied with RPAPL 711(2).

The rent ledgers, the 2023 and 2025 agreements, bank records, and witness testimony corroborated the existence and amount of the arrears. After reviewing the rent records, adjusting for an "isolated and identified error" and considering petitioner's motion to amend the petition to include rent through April 2026, the court permitted the petition to be amended to include fixed rent owing through April 2026 in the amount of $7,824,094.

The court next considered whether the Supreme Court judgment against the guarantor constituted the law of the case. It held that the "Law of the Case" doctrine was inapplicable because that concerns a legal determination made during a single litigation, whereas the summary proceeding and the Supreme Court action were separate actions.

However, the court held that collateral estoppel applied. Collateral estoppel bears a party from relitigating an issue that was raised and decided in a prior proceeding. It applies where: (1) "the issues in both proceedings are identical, (2) the issue in the prior proceeding was actually litigated and decided, (3) there was a full and fair opportunity to litigate in the prior proceeding, and (4) the issue previously litigated was necessary to support a valid and final judgment on the merits."

The party invoking collateral estoppel bears the burden of proving "identity of issues." The party seeking opposing its application "must establish the lack of a full and fair opportunity to litigate."

The court stated that privity is an "'amorphous concept' and 'includes those who are successors to a property interest, those who control an action although not formal parties to it, those whose interests were represented by a party, and to the action those who are co-parties to the prior action.'"

The court found that the guarantor was in privity with the respondent. He was the respondent's "largest interest holder" and CEO, his duties included daily management of the respondent's affairs and he had a "direct and substantial incentive to contest the amount claimed by petitioner."

Accordingly, the court held that the respondent was barred from relitigating the $9,099,767.25 indebtedness adjudicated through Feb. 1, 2026.

The guarantor and respondent were also represented by the same counsel, which further illustrated the "close alignment of their interests, although the court does not rely upon shared counsel alone as establishing control of the prior litigation."

The petitioner's summary-judgment motion in Supreme Court did not seek only a determination that the guaranty had been "triggered." "It also sought a money judgment based upon the (respondent's) underlying indebtedness under the same lease" at issue in the summary proceeding.

Apart from debt accruing after the period adjudicated by Supreme Court, the petitioner did not present a "different debt or accounting methodology in this proceeding; it is presenting an updated calculation of the same underlying lease indebtedness." Moreover, the Supreme Court action was not resolved by "default, confession, or stipulation." It was actually litigated and decided.

The guarantor's "strategic decision not to" "challenge separately each component of (petitioner's) calculations" did not "transform the judgment into a default determination." "[T]he amount of the respondent's underlying indebtedness was actually litigated and decided for collateral-estoppel purposes."

Additionally, the prior determination of the indebtedness was necessary to support the valid and final Supreme Court judgment. The extent of the respondent's indebtedness was neither "collateral or incidental." Rather, it was a "necessary predicate to the judgment entered against the (guarantor)."

Accordingly, the court held that the respondent was barred from relitigating the $9,099,767.25 indebtedness adjudicated through Feb. 1, 2026. Pursuant to CPLR 5012, the court severed, "for purposes of judgment, the indebtedness adjudicated through February 1, 2026, from petitioner's unresolved claims for amounts accruing thereafter" and awarded the petitioner a partial money judgment against respondent in the amount of $9,099,767.25.

Accordingly, the court held that the respondent was barred from relitigating the $9,099,767.25 indebtedness adjudicated through Feb. 1, 2026.

The court further held that the petitioner could not obtain a "double recovery against both the tenant and the guarantor" for the same indebtedness. "Any amount collected upon the Supreme Court judgment against (guarantor) that is attributable to the same underlying indebtedness must be credited against the petitioner's recovery from (respondent) and vice versa."

The remaining claims for amounts owed after Feb. 1, 2026, were not established through collateral estoppel. At trial, the petitioner had offered Exhibit 8, an Excel spreadsheet "setting forth monthly rent due, payments received, late fees, interest, and resulting balances through April 27, 2026." The court had excluded the exhibit as a business record mostly because of concerns about when it was created, whether its entries were made contemporaneously, and another employee's participation in reviewing it.

After reviewing the trial record and post-trial submissions, the court reconsidered that ruling. The petitioner's witness testified that a spreadsheet had been created and updated in August 2023 and subsequent spreadsheets based on the "same accounting process as additional months, defaults, payments, and partial payments accumulated."

The witness confirmed that the records were maintained in the "ordinary course of the petitioner's business, that it was the petitioner's regular practice to maintain them, and that he reviewed the entries and calculations for accuracy." The court noted that another employee's participation in "checking the calculations does not render the records inadmissible."

The court also reconsidered its statement during trial "that expert testimony was necessary to explain the calculation of late fees and interest." It opined that determining the amounts of the outstanding debt and the "periods during which they remained unpaid presented an issue of basic arithmetic, not one requiring specialized expert knowledge. The absence of expert testimony therefore does not a provide a basis for rejecting petitioner's claim."

The court concluded that a limited reopening of the trial was appropriate. The petitioner had made a "sufficient offer of proof by offering Exhibit 8, eliciting testimony concerning its preparation and maintenance, and establishing the nature" of the additional amounts sought. The court reasoned that reopening would not significantly delay the case "because no new claim or unrelated proof would be introduced; the continued trial would be confined to Exhibit 8 and amounts accruing after February 1, 2026."

Additionally, the court explained that although the respondent "would be prejudiced if the court simply reversed its evidentiary ruling and relied on Exhibit 8 without further proceedings, that prejudice can be eliminated by affording the respondent the opportunity it would have had if the exhibit had been admitted at trial: to raise any remaining evidentiary objection, conduct appropriate cross-examination, and challenge the accuracy of calculations after February 1, 2026."

Thus, the court held that the "interests of fairness favor a limited continuation of the trial rather than either adhering to the prior exclusion of Exhibit 8 or admitting and relying upon it without affording respondent an additional opportunity to raise evidentiary objections." However, it held that the parties "may not relitigate the $9,099,757.25 indebtedness adjudicated by the Supreme Court through February 1, 2026."

Finally, the court held that the petitioner was entitled to a judgment of possession under the lease. It stayed issuance and execution of any warrant of eviction pending completion of the limited continued trial and further order of the court.

The court explained that permitting execution before the remaining claims were resolved "could terminate the summary proceeding and thereby impair the court's ability to adjudicate the very the issues it has reserved."

Covizon, LLC v. Zerospace Holdings LLC, Civil Court, Kings County, Case No. LT-331613-25/KI. Decided Aug. 20, 2026. Berman, J.

Investigation

« Continued from page 2

take of question and answer and soundbite, and people who don't come with a healthy respect for that, I think sometimes can end up on the wrong side of it," he said.

That soundbite point seems particularly important. The goal of congressional questioning isn't necessarily limited to discovering facts. A witness may be dealing with someone looking to produce a politically useful moment.

Pellegrini said part of witness preparation involves accepting that reality rather than becoming frustrated by it.

"Tomorrow they're going to go through this transcript and they're going to use something," he said. "There's no scenario where they're not going to say that something in here counts as a zinger."

Rather than setting an unrealistic goal of preventing any attempted "zingers," he said, witnesses should know their factual record, stay within it and resist being lured into a potentially endless argument with a member.

That can be particularly challenging for people accustomed to wielding considerable authority in their day jobs.

"That's hard when somebody's sitting there actively trying to bait you into it, especially for people who are powerful in their own respective companies," Pellegrini said. "They're not used to that dynamic."

Even experienced public speakers aren't necessarily prepared for it.

Prober said a congressional hearing can be "the most challenging thing" even a seasoned CEO has encountered.

Given the potentially wide range of questions, the cameras and what he called the sometimes "circus atmosphere," Prober said preparing a witness requires considerable preparation and thinking through issues that "might seem far afield from the topic of the hearing."

Perhaps the most fundamental difference between preparing a witness for litigation and preparing one to appear before Congress is understanding who controls the narrative.

Christian said she's heard people approach a congressional investigation with a familiar bit of corporate optimism: "This is an opportunity to tell our story."

She has a different way of looking at it.

"No, you're an exhibit in their story," she said. "They're not here because they want you to be a storyteller. They're a storyteller, and you're someone who they're pointing at."

"That's an uncomfortable notion," Christian added, "sometimes when you're trying to participate in this process."

It's an uncomfortable notion for litigators, too.

Congressional investigations use enough familiar tools to resemble litigation. There are documents to review, witnesses to interview and testimony to prepare. But Pellegrini told me that resemblance can itself be misleading.

The congressional investigations practice sits in a sort of "middle ground," he said. Courtroom lawyers can't simply walk in and treat a congressional investigation like another piece of litigation. But lobbyists can't simply "lobby their way out" of one either, he said.

"It's an inherently political practice that still uses a lot of the same tools that folks who stand up in court do every day," I observed near the end of our conversation.

Pellegrini agreed. But he added one important caveat.

"It creates the illusion that folks who are in court can just come do this."

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Court Calendars

First Department

APPELLATE DIVISION

CALENDAR FOR THE OCTOBER TERM

WEDNESDAY, OCT. 21

2 P.M.

23/2952 People v. Dassett Mitchner
25/3026 F.J.H. Realty v. NYC Loft Board
26/2224 W., Lawrence v. Ashley W.
24/3816 Meisenberg v. Sky House
25/6572(2) Interest Financial v. Drivewealth
25/5200 Deutsche Bank v. Gouin
25/6514 Lorusso v. MTA
24/522 People v. Khalid Barrow
25/3180 Taxin v. Rosenblum
24/1874 Doe v. Doe
18/5478 People v. Andre Linares
25/6154 Gao v. Szechuan Mountain House
25/5705 Arita v. F.D.S Associates
25/4592 Renatus Construction v. WBL SPE III, LLC
25/3045 Cedillos v. SCLB 46th Street
25/3105 People v. Larry Anderson
26/967 Badani v. Badani
25/5503 Lazo v. Bay Ridge Automotive
25/5022 People v. Cordell Cooke
25/6726N D & V Realty v. Klyukin

THURSDAY, OCT. 22

2 P.M.

19/2528 People v. Simon Carino
25/7225 JPMorgan Chase Bank v. Kocak
25/5047 C./V., Children
26/3109 Alqushi v. City University of NY
26/155 Lidder v. Breakthrough T1D
26/1448 * Umeze v. Moore
25/4742 *U.S. Bank v. Umeze
25/3561 Corning Inc. v. National Union Fire Insurance
24/974 People v. Ashanti Brown
25/7226 Blatman v. West
25/2131 Gonzalez v. Bellevue Hospital
25/3069 People v. Carmelo Elliott
26/3823 Sassoon v. Dow Jones & Company
22/3543 People v. Russell Smith
25/4999 McLean v. Ashland, LLC
26/2765 Indigo Secured v. Nitsberg
26/875 Simpson v. NYS Dept of Motor Vehicles
25/6888 Pimentel v. 4380 Third Ave Building
18/854 People v. Jorge Pizarro
26/3608N Kolenovic v. Chase Bank

TUESDAY, OCT. 27

2 P.M.

23/4786 People v. Nicole Rivera
25/3705 Williams v. Plaxall Realty
25/7583 C./G., Children
25/7464 Berisha v. 4042 East Tremont Cafe
25/3051 Collins v. Jersey National Cleaning Service
26/71 Brinks Global Services v. D'Amati LLC
26/647 *People v. Walter Shannon
26/1150 *People v. Walter Shannon
25/5175(2) AT&T Mobility Holdings v. Grupo Salinas
26/303 Portfolio Media v. NYS OCA
25/8088 1 Holland Villa v. Class One Construction
19/3510 People v. Javon Segrede
26/504 W./F., Children
25/4212 38 East 64th Street v. Nile, Inc.
26/773 James v. STB Housing
25/1666 Cohen v. 458 Grand Broadway
26/4722 Olympic Galleria v. Sitt
25/7314(2) JPMorgan Chase v. Waletzky
25/6006 Bustamante v. M&Y Developers
25/6932 Syku v. American Honda Motor

WEDNESDAY, OCT. 28

2 P.M.

25/4650(3) Pignatelli Trust v. Dalio
24/5911 People v. Silverio Quirino
25/6326 Agami v. NYC Taxi and Limousine Commission
25/7711 C./M., Children
25/5772 Neman v. Kone
25/3871 US Bank Trust v. Joseph
24/5337 Munoz v. Britt Realty
22/274 *People v. Michael Ross
25/2633 *People v. Michael Ross
25/6364(2) Vulpes Testudo Fund v. Shinnick
26/1199 A., Tanita v. Tyrus T.
26/2734 US Pony Holdings v. Fashion Footwear
25/3949 Calliste v. 225 LLC
26/646 Eco Grown Diamond v. Hearts Forever
25/7479 De La Rosa v. Propark Inc.
25/4981 Gonzalez v. Royal Charter Properties
25/336 Larson v. 245 E 19 Realty
25/7647 Lee v. Skarpelis
25/3289 People v. Christopher Marrero
25/3655(2) Torres v. 120 Broadway

THURSDAY, OCT. 29

2 P.M.

24/104 People v. Servisio Simmon
26/32 Parker 24 Commercial Associates v. Mahmood
25/8131 B., Barry v. Tiffany M.
26/284 Anagnosctou v. Franco
25/5989(2) Vogel v. Lorne
25/3904 *People v. Jeffrey Foster
25/3907 *People v. Jeffrey Foster
26/1414 J. Doe 1 v. Trustees of Columbia University
25/5814 Rodriguez v. Penske Truck Leasing
25/3897 Restrepo v. Costa
26/3967(3) Sarris v. Hudson Excess Insurance
25/6582 Escrown v. Arepas NYC
26/406 N., Vladamir v. Ruth M.
25/668 Romano v. Manning Walsh Nursing Home
25/7101 Minando v. Delta Air Lines
25/7372 Board of Mgrs , Dorchester Towers v. Hwang
25/7911 Criollo v. G&L Realty Delaware
20/602 People v. Elcires Cruz
25/5585(3) J.T. Magen & Company v. Nissan North America
25/5077 Mbadiwe v. Standard Chartered Bank

CALENDAR FOR THE NOVEMBER TERM

WEDNESDAY, NOV. 4

2 P.M.

20/557 People v. Lonnie Williams
26/1241 Federal National v. Araka
25/7883 B., Damian v. Jolanda K.
25/7229 Kellinger v. Fox Media
26/924 State of NY v. Perlstein
19/5378 People v. Efrain Martinez
24/2010 People v. Richard Armstrong
25/4900 Omada v. Hunt
26/1832 Ramos v. NYC Dept. of Transportation
25/1527 People v. Kahree Frye
25/7053 Rosen v. Egnatz
25/4770 Andujar v. Romas
25/5026 Hoyos v. Terminal Fee Owner
24/205 People v. Davis Santos
25/6299 STAR201 v. Nicola McCallum NKA
26/435 46 E. 65th Street v. Republic First Bank
25/7290 People v. Brandon Howard
25/6047 Haspel v. Gallet Dreyer & Berkey
25/5069 Healthcorps v. Urban FT
25/5234 People v. Nathaniel Santana
25/5757 Galindo v. Nawaz

THURSDAY, NOV. 5

2 P.M.

25/648 People v. Donald J. Trump
25/4875 235 West 107th Street v. Martinez
26/1518 C., Soad v. Jorge C.
26/704 Hereford Insurance Co. v. Cabral
26/390 Pelage v. Broadway 85th LLC
26/1667 Solidx Management v. Vaneck Securities
25/6060 People v. Christopher Gray
25/2684 People v. Jose Minier
25/7066 Springs v. NYC Fire Pension Fund
26/550 Federal Insurance v. Mt. Hawley Ins.
25/4135 Belai v. Doe
25/4998 Whitfield v. Law Enforcement Employees
25/5109 Pe ople v. Leonardo Polanco
25/7810 Wilmington Savings Fund v. Milne
25/6528 Rodas v. W 54-7 LLC
25/1950 People v. Isaiah Barret
23/1528 People v. Patrick McDonough
25/7379 Hofman v. Braun
25/3076 People v. Fredrick Mable
26/2110 *Dalessandro v. Dalessandro
26/1461N *Dalessandro v. Dalessandro

TUESDAY, NOV. 10

2 P.M.

23/3797 People v. Troy Robinson
25/1091 Philippe v. City of NY
26/946 M., Lynn v. Capriece R.
25/5934 Gines v. Mendez
26/4479 Goldwater v. Raven Asset-Based Credit
24/4357 *People v. Jorge Valentin
25/2683 *People v. Jorge Valentin
25/2594 Bank of Baroda v. MVP Group International
25/1208(4) Alonso v. Doherty
25/6030 Great Bay Building v. NYS Division of Housing
24/2910 Magic 1212 v. Conte
25/3621 People v. D'Angelo Chester
26/784 Kocher v. Cydonia W48
26/886 Calix v. SKS Group Holdings
25/7535 Robinson v. Nugent
19/5229 People v. Valentino Mosquera
25/3918(2) S. D., an Infant v. 2403 Hoffman Street
25/4533 Hermosa v. 13-17 Laight NY
17/138 People v. Horace Coleman
26/4691N Matter of Radio Drama Network

THURSDAY, NOV. 12

2 P.M.

21/3848 People v. Erick McIntosh
26/1783 Jefferies v. NYC Dept. of Educ.
26/2270 L., Baby Girl
25/4384 Eden v. Related Companies
25/2983 Torres v. SAD Associates
23/44 *People v. Malachi Reynolds
24/557 *People v. Malachi Reynolds
26/1130 JPMorgan Chase v. Montague
25/1649 Velasquez v. Story Avenue East Residential
18/2619 People v. Jason Polanco
26/640 *Starwood Property Mortgage v. Stalcup
26/2428 *Starwood Property Mortgage v. Stalcup
26/641 *Starwood Property Mortgage v. Stalcup
25/2605 Besunder v. Flomenhaft & Cannata
26/2844(2) Pincus v. Motulsky
19/1276 People v. Gregory Washington
25/6587 Richardson v. NYC Transit Authority
25/7278 R.A. Luxury v. Chetrit Group
23/3800 People v. Ralph Thompson
25/4006(2) Carter v. NYC Transit Authority

TUESDAY, NOV. 17

2 P.M.

20/1138 People v. Jorge Rivera
26/1849 Chan v. Gouverneur Gardens Housing
26/506 R., Donnell
26/418 Sobel v. Sobel
25/7934 Lobesity LLC v. Thompson Hine LLP
25/3977 *People v. Michael Green
25/5447 *People v. Michael Green
25/5727 BJW Realty v. NYC Commission on Human Rights
26/2217 Martinez v. Bedford 203 Housing
26/2426 Alt Platform v. PWCC Marketplace
25/2934 Diaz v. Roseland Development
25/6096 *Veras v. Ryan LLC
26/3414 *Veras v. Ryan LLC
25/3249 People v. Weslyn Lopez Estrada
25/4117(2) Westport Insurance v. Gator Coastal Shopping
22/3620 People v. Abdul Ullah
26/1015 Munkacsi v. Glass
25/6871 Vallejos v. Beis Hamedrish Skver
24/6346 People v. Rodney Broome
25/3406 DeCoteau v. 1199 SEIU National
24/7419 People v. Bernard Williams

WEDNESDAY, NOV. 18

2 P.M.

25/1555 People v. Bin Chen
25/4301 Ndreu v. NYCHA
25/8007 B., David v. Tamiqueca C.
25/6306 Hickman v. City of NY
26/1647 Rodriguez v. Chatsworth Builders
23/3545 People v. Antjuan Smith
25/5260 People v. James Benbow
26/4753 Box Mgmt v. Roosevelt Paper Co.
26/40 Daper Realty v. Pizzimenti
18/591 People v. Jewlien Roberts
25/3724 Zittman v. Bank of NY Mellon
25/4491 Zittman v. U.S. Bank
25/4976 O'Brien v. One Penn Plaza
25/738 People v. Eric Cruz
25/7661 Freeman v. Hebrew Home for the Aged
25/6123 Williams v. NYC DSS-HRA
22/4904 People v. Dominique Frazier
26/967 Badani v. Badani
24/545 People v. Keishawn Gordon
25/3349 Seidita v. Lincoln Center for Performing Arts
25/5177(3) Adaman v. Park 65th Associates

COURT NOTES

ADVISORY COUNCIL TO THE HOUSING PART

Applications Being Accepted for Housing Court Judge Positions

Deadline is Dec. 1

Hon. Douglas Hoffman (Ret.), Chairperson of the Advisory Council for the Housing Part of the Civil Court of the City of New York, today announced that the Advisory Council has begun the process of soliciting applications for Housing Court Judge positions.

In order to encourage interest in applying and to provide sufficient time for a full review of candidates, ***applications will be accepted through December 1, 2026, close of business.***

Housing Court Judges are appointed to five-year terms. They are required to have been admitted to the New York State Bar for at least five years, two of which must have been in an active and relevant practice. In addition, they must be qualified by training, interest, experience and judicial temperament and knowledge of federal, state, and local housing laws and programs. The present salary for Housing Court Judge is $216,400 per year.

Persons interested in applying to become a Housing Court Judge may obtain a questionnaire from the court's website, NYC Housing Court Advisory Council | New York Courts. In as much as December 1, 2026, has been established as the deadline date for submission of such applications, Judge Hoffman encourages all applicants to obtain, complete and submit the original questionnaire as soon as possible.

Applications can be emailed to dcajnychousing@nycourts.gov and the original mailed to the Office of the Deputy Chief Administrative Judge Adam Silvera, 111 Centre Street, Room 1240, New York, New York 10013.

RICHMOND COUNTY

Red Mass Committee

Red Mass to Be Celebrated on Oct. 27

Symbolically marking the beginning of the court year, the Richmond County Red Mass Committee extends an invitation to its 43rd Annual Red Mass.

The Richmond County Red Mass Committee extends an invitation to its 43rd Annual Red Mass, which will be celebrated on Tuesday, Oct. 27 at Blessed Sacrament Church, 1091 Forest Avenue, Staten Island, NY. The mass will be held at 6 p.m. with a light repast served immediately following the ceremony.

Because the Red Mass symbolically marks the beginning of the court year, the committee conveys its invitation to the judiciary, the legal profession, their colleagues, office staff, and to all who work in the courts in the hope that it "will inspire all to perform their responsibilities and duties in an exemplary fashion, and that all attending will continue to receive guidance and strength for the coming term of the court."

This year's homilist and con-celebrant is Bishop John O'Hara, Auxiliary Bishop of N.Y., Retired and our celebrant is the Pastor of Blessed Sacrament, Bishop Peter Byrne, Episcopal Vicar.

The Mass will include a remembrance of Thomas DeVito, Sr., Leo Duvall, Alan Lasher, Philip Ohene, and Anthony P. Mennella.

Judges able to attend are asked bring their robes, and confirm your attendance with the Committee on or before Oct. 19 by calling (718) 675-8504.

Anyone wishing to sing as part of the choir may contact Terry Tarangelo (ttarangelo@yahoo.com) in advance and must arrive at the church the evening of the Mass by 5 p.m. to participate in a practice.

FIRST DEPARTMENT

Appellate Term

December 1 Session To Be Held in the Bronx

Presiding Justice Ta-Tanisha D. James announced that the Appellate Term, First Department will hold its December 1, 2026 session, at the landmark Bronx County Courthouse, located at 851 Grand Concourse. The session will be held in the ceremonial courtroom, Room 711, commencing at 10:00 am. The bench will be comprised of Justice Mary Ann Brigantti, Justice Bianka Perez, and Justice Paul Alpert.

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Filing Dates for the December Term

The December 2026 Term of the Court will commence on December 1.

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

The Clerks Return, Record on Appeal, Appendices, Notice of Argument and Appellants Briefs must be filed on or before October 7.

Respondents Briefs must be filed on or before October 29.

Reply Briefs, if any, must be filed on or before November 6.

NEW YORK STATE COURT OF APPEALS

Court Invites Amicus Curiae Participation

The Court granted leave to appeal in *Matter of Barletta v Martuscello* (APL-2026-00078). This appeal is proceeding in the normal course of full briefing and oral argument.

In this article 78 proceeding challenging the failure of respondent Commissioner of the Department of Corrections and Community Supervision (DOCCS) to grant a prison grievance, petitioner was granted leave to appeal from an order of the Appellate Division, Third Department (240 AD3d 1107), which affirmed an order of Supreme Court, Albany County, that dismissed the petition. The issues presented include whether respondent waived the affirmative defense of failure to exhaust administrative remedies and whether petitioner exhausted administrative remedies, or was excused from doing so, when DOCCS did not render a final decision within the 30-day period prescribed by its regulations and petitioner commenced this proceeding after that 30-day period.

The Court invites amicus curiae participation from those qualified and interested. Amicus motions must comply with section 500.23 of the Court's Rules of Practice. Docket information, the briefing schedule, filings and the oral argument date for this appeal are or will be available through the Court's Public Access and Search System (Court-PASS).

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

NEW YORK CITY BAR ASSOCIATION

Guidance on Screening Lateral Attorneys' Conflicts

The New York City Bar Association's Committee on Professional Ethics has issued Formal Opinion 2026-1, providing practical guidance on New York's screening notification rule for lateral attorneys' conflicts in light of changes to Rules 1.9 and 1.10 that took effect January 1, 2025.

The rule allows law firms to avoid imputing a lateral hire's conflicts to the rest of the firm by screening the attorney and notifying the former client in writing—rather than obtaining a conflict waiver, as previously required.

The new opinion clarifies open questions firms have faced since the rule took effect, including:

- Which conflicts qualify for the safe harbor, and which matters do not;
- What the written notice to a former client must say, and when notice may be delayed for confidentiality reasons;
- Timing and recipient issues, including the interplay with Rule 4.2's restrictions on contacting represented parties; and
- What a firm receiving such a notice is obligated to do.

Formal Opinion 2026-1 can be found on the Bar Association's website at www.nycbar.org

ADMINISTRATIVE ORDER OF THE CHIEF ADMINISTRATIVE JUDGE OF THE COURTS

E-Filing in Civil Matters in the District Courts

Pursuant to the authority vested in me, and upon consultation and agreement with the Administrative Board of the Courts, I hereby establish and give notice of programs for the consensual and mandatory use of electronic filing and service of documents by electronic means ("e-filing") in civil proceedings in the City and District Courts as authorized pursuant to L. 2024, C. 579.

These programs are in effect for the courts and case types listed as of the date of the Order on the NYSCEF Website at www.nycourts.gov/efile, under the "Authorized Courts and Case Types" section link. Such content on the NYSCEF website may be updated only upon further authorization by the Chief Administrative Judge in accordance with Article 21-A of the Civil Practice Law and Rules, Section 2103-a of the Uniform City Court Act, and Section 2103-a of the Uniform District Court Act.

Such programs shall be subject to Sections 210.4-a, 212.4-a, 202.5-b and 202.5-bb of the Uniform Rules for the New York State Trial Courts, as applicable. This order is effective August 3, 2026.

NYS UNIFIED COURT SYSEM

Rule Changes Will Enhance Judicial Visitation Program,Deepening Understanding and Strengthening Connections

The Unified Court System today announced significant amendments to Part 17 of the Rules of the Chief Judge, that will require judges serving in criminal and family courts to conduct at least one visit per year to a prison, jail, or other detention facility, starting January 1, 2028. This positions New York as the first state in the nation to mandate immersive yearly visits by all trial court judges responsible for sentencing or detention decisions. The reimagined Part 17 aims to deepen judicial insight into incarceration conditions, and to enhance visibility and promote stronger understanding and communication among corrections systems, incarcerated individuals, and the judiciary.

Under the new Part 17, judicial visits to facilities will include opportunities for meaningful time in key areas such as intake, housing, work education, recreation, visitation, dining, and medical and mental health facilities. Judges will also have an opportunity to meet with incarcerated individuals, employees, administrators, and service providers. Additionally, visits will rotate among facility types, including state prisons, local jails, and youth and women's facilities — in accordance with judicial assignments, as delineated in the amended rules — and, to the extent practicable, across regions of the State.

The amendments to Part 17 follow years of in-depth study by the court system's Advisory Committee on Criminal Law and Procedure, an effort led by Committee Chair Judge Daniel P. Conviser and Committee member Michael B. Mushlin, Professor Emeritus at Pace University: School of Law. The Committee's proposal for a new Part 17 was circulated for public comment in September 2025. Nearly 150 comments were received from a wide variety of individuals and organizations, including present and former judges, medical professionals, academics, currently and formerly incarcerated individuals and organizations advocating for them, defense counsel, prosecutors, other practicing attorneys, correctional facility professionals, clergy, social work and mental health professionals, international experts, and everyday citizens. The overwhelming majority expressed strong support for this program of enhanced judicial visitation.

The new Part 17 (https://www.nycourts.gov/rules/part-17-judicial-education-andtraining#section-202926) will take effect January 1, 2028, to allow sufficient time for successful implementation, which will include a new judicial orientation and education program and significant logistical planning. To this end, the court system will establish an advisory task force, bringing together trial court judges, judicial associations, court administrators, correctional and detention facility representatives, and experts from relevant fields related to corrections and the rights of incarcerated persons.

https://www.nyed.uscourts.gov/criminal-justice-act

New applications and applications for reappointment, along with all supporting documents, must be submitted in one flattened PDF file using the required naming convention, no later than September 4, 2026, by electronic submission via the Court's website.

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

THURSDAY, NOV. 19

2 P.M.

21/1432 People v. Manuel Colon
25/6811 Malliotakis v. City of NY
26/1622 A., Rachel v. Antoinette F.
25/7898 Emamian v. Beldock Levine & Hoffman
25/7612 Sanchez v. Nathanson
22/301 People v. Nasir Hill
24/4475 People v. Alfredo Victoria
25/4118 Gardner v. NY Presbyterian
25/6966 *Jemal v. Jemal
25/6967 *Jemal v. Jemal
25/6151 Klein v. NYS Division of Housing
25/6552 Grimaldi v. Manning Walsh Nursing Home
22/5355 People v. Uziel Taveras
25/7694 Mitchell Consultants NY v. 77 Realty Owner
25/6755 Trusty v. United Church of Jesus Christ
25/4697 Sylvan Hospitality Group v. St. Giles Hotel
24/4561 People v. Melvin Butler
25/8208 Yambay v. Palette Pro Painting
25/4483 Zambuto v. Rockaway Seagirt Housing
25/8016 People v. Jose Estrella
24/6556 People v. Thomas Ryan

TUESDAY, NOV. 24

2 P.M.

25/3066 People v. Jerry Zillner
25/6987 Stena v. Genting NY
26/312 P., Lucia v. Nelfa F.
25/5927 60 E. 9th St. Owners v. Zihenni
25/6743 Schimenti Construction v. Astound Design
25/8170 Chase v. Retirement Systems of Alabama
23/4347 *People v. Robert Johnson
25/3608 *People v. Robert Johnson
25/8175 Macomb County Retiree v. MSC Industrial
26/1053 R., Brendalis v. Van M.
24/3855 People v. Cassandra Rothaar
26/549(2) 50 Murray Street v. Ernst Klein 6th Ave.
25/3769 Anaya v. City of NY
25/5716 Rivera v. L & M Builders Group
20/203 People v. Edward Thomas
26/905 Morici v. NYC Police Department
25/4735 Natividad v. 600 Associates
25/6298(2) Go New York Tours v. Vector Media
25/4763 Dehayes v. Morningside Nursing & Rehab
25/2540(2) U.S. Bank v. Gomez
24/6843 People v. Fransico Ramos

WEDNESDAY, NOV. 25

10 A.M.

23/5096 People v. William Blanco
25/6461 Lavrenyuk v. Life Care Services
25/8164 C., Shawn v. Sandra P.
25/6220 Finkelstein v. Capri Group Hamptons
25/6740 Rondon v. 25 Park Row Condo
26/45 Vargas v. Port Authority of NY & NJ
22/2516 People v. John Richards
25/3373 People v. Steadroy Weston
25/3407 Tamm Consulting v. Cincinnati Insurance
25/6282 West Morrison Realty v. Ricky Morty Smoke Shop
26/620 L., Mary v. Gabriel C.
26/1546 *A-US GAL 1 LP v. National Air Cargo Group
25/6013 *A-US GAL 1 LP v. National Air Cargo Group
25/6458 Fajardo v. Eclipse Development
25/7141 Messer v. Hughes
25/3011 People v. Vincent Lowman
26/526 Law Office of Cyrus Joubin v. Bronx DA's Office
25/7636 Mills v. United Jewish Appeal-Federation
25/7651 Mora v. Site 4 DSA
24/6846 People v. Haim Feinhandler

FRIDAY, NOV. 27

10 A.M.

22/912 People v. Jonathan Abreu
26/366 Islam v. Zia
25/6197 M., Cesar
26/1810N Martins v. City of NY
25/7257 People v. Dyrell G.
25/7891 R./L., Children
25/5907N Leban v. McGee Amusements Inc.
26/5315N Garda Capital Partners v. Schonfeld Strategic Advisors
25/7846 R., Jessica v. Katherine P.
25/3917 *People v. Alberto Sanchez
25/3914 *People v. Alberto Sanchez
25/7303N Legare v. City of NY
26/1928N Lebtahi v. Whitener
25/6846N Rodriguez v. Hudson Meridian Const.
25/7996 P., Radhaisa v. Joaquin C.
25/2805 C./S., Children

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

Renwick, P.J., Manzanet, Webber, Moulton, Kennedy, JJ.

WEDNESDAY, OCT. 21

10:30 A.M.

33574/18 Sheth v. Soned Corp.

12:30 P.M.

820751/24 Djobo v. Melrose LLC

FRIDAY, OCT. 23

9:30 A.M.

813472/25 Mustafakulov v. Cacho

10 A.M.

808978/22 Valdez v. Bronx-Lebanon Hospital

FRIDAY, OCT. 30

9:30 A.M.

813962/23 Juarez v. Derle Farms

MONDAY, NOV. 2

9:30 A.M.

800654/24 Veloz v. 1269 Associates

WEDNESDAY, NOV. 4

12 P.M.

154317/22 Washington v. DHH Realty

FRIDAY, NOV. 13

10 A.M.

809534/24 Insurance Company v. Bronx Parking Dev.

TUESDAY, NOV. 17

10 A.M.

653927/23 ShipLion, LLC v. Bauble Bar

2 P.M.

656256/25 44-45 Broadway Leasing Co. v. Butt

WEDNESDAY, NOV. 18

10:30 A.M.

652031/26 Martin v. Gilio

APPELLATE TERM

December 1 Session To Be Held in the Bronx

The Appellate Term, First Department will hold its Dec. 1 session, at the Bronx County Courthouse, 851 Grand Concourse. The session will be held in the ceremonial courtroom, Room 711, commencing at 10 am. The bench will be comprised of Justice Mary Ann Brigantti, Justice Bianka Perez, and Justice Paul Alpert.

MONDAY, NOV 2

James, P.J., Brigantti, Tisch, JJ.

Oral argument is to be heard at 60 Centre Street, NY Room 408 10 a.m.

19/355 People v. Ortiz, Daniel
22/050 People v. Garcia, Rodolfo
22/074 People v. Calderon, Heriberto
23/106 People v. Shirley, Rodney
26/142 People v. Joseph, Joshan
26/195 86 West Corp. v. Singh, Harbinder
26/216 Acquisition America v. Schwartz, Steven A.
26/221 304-306 West 133rd Street v. Consolidated Edison
26/225 Stephens, Karen v. Brookfield Properties
26/226 Hellier, Stephen v. Contessa, Michael

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

MONDAY, NOV 2

James, P.J., Brigantti, Tisch, JJ.

26/213 S&P Associates v. Dewald, Jerome
26/218 Rangel, Maira v. Maxrem Realty LLC
26/222 Lovett, Charles v. Legal Aid Society
26/224 Strongwater, Julia K. v. 90 St. Marks Ltd.

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: 252 (60 Centre)
2 Sattler: 212 (60 Centre)
3 Cohen, J.: 208 (60 Centre)
4 Kim: 418 (60 Centre)
5 Marcus: 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: 422 (60 Centre)
13 Schumacher 304 (71 Thomas)
14 Bluth: 432 (60 Centre)
15 Johnson: 116 (60 Centre)
17 Headly: 122 (80 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 Parker: 1254 (111 Centre)
26 James, T.: 438 (60 Centre)
27 Ramirez: 311 (71 Thomas)
28 Tingling: 543 (60 Centre)
30 Grieco: 623 (111 Centre)
31 Waterman-Marshall: 335 (60 Centre)
32 Kahn: 1127 (111 Centre)
34 Ramseur: 341 (60 Centre)
35 Perry-Bond: 684 (111 Centre)
36 Saunders: 205 (71 Thomas)
37 Cantanzaro: 1127A (111 Centre)
38 Crawford: 1166 (111 Centre)
39 Clynes: 331 (60 Centre)
40 Adams: 252 (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 Lantry: 103 (71 Thomas)
47 Goetz: 1021 (111 Centre)
48 Masley: 242 (60 Centre)
49 Zellan: 307 (80 Centre)
50 Sweeting: 279 (80 Centre)
51 Wilkofsky: 289 (80 Centre)
52 Sharp: 1045 (111 Centre)
53 Borrok: 238 (60 Centre)
54 Schecter: 228 (60 Centre)
55 d'Auguste: 210 (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)
62 Chesler: 328 (80 Centre)
62 Chesler: 1127A (111 Centre)
65 Kingo: (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 (60 Centre)
ESC 2 Wilkenfeld 106 (80 Centre)
ESC 3 Sealy 122 (80 Centre)
ESC 4 Gelfand 114 (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
Edleman: D 562
Edleman: L 158
Norton: 342
Liu: 620
Lundberg:620
Riley: 240

SPECIAL REFEREE
80 Centre Street

Leveille: 322C

SPECIAL REFEREE
71 Thomas Street

Cabrera: 300

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

SubmissionsPart

WEDNESDAY, OCT. 21

Submission

100877/25 Beltzer v. NYC
100580/26 Wilson v. NYCTA

THURSDAY, OCT. 22

Submission

101094/25 Gordon v. NYC
101093/25 Gordon v. NYC
100899/26 Washington v. 56th St. LLC

FRIDAY, OCT. 23

Submission

100783/26 Carrillo v. Metro. Transportation Auth.
100034/26 Cloud v. Care For The Homeless
301137/25 Joachin v. Newson

Paperless Judge Part

WEDNESDAY, OCT. 21

654893/24 50 Murray St. Acquisition LLC v. Sanchez
650191/24 71 Park Ave. South Prop. Owner LLC Et Al v. Ccny Const. Inc. Et Al
654162/26 Achenbach v. Ubs Americas Inc.
154445/24 Alvarez Ramirez v. Anthony T. Rinaldi
652593/26 American Transit Ins. Co. v. NY Presbyterian Hosp. A/a/o Jenna Jordan
156737/24 Angwang v. NYC Police Dept.
653479/26 Ark Industries Private Ltd. v. Jak Apparel Group LLC Et Al
655509/25 Avana Capital v. Sustainable Energy Light And Power
850364/24 Axos Bank v. Cohly
152849/26 Azure 144th LLC v. Foriest
152769/18 Becker v. 950 Third Ave.
656024/25 Belzberg v. Leonidov
150185/23 Berdeguer v. NYCTA Et Al
652458/20 Berkley Ins. Co. v. Travelers Indemnity
659786/25 Biocirc Group Aps v. Biogas Corp. Et Al
163225/25 Board of Mgrs. of 555 West End Ave. Condominium v. Shs Upper City NY II LLC Et Al
158750/26 Bradley v. Principato
162949/25 Butler v. Power
157040/26 Canales v. Miller Const. Services, Inc. Et Al
160643/26 Carrico v. Homelement
160514/26 Christiansen v. Darren K Indyke And Richard D Kahn in Their Capacities As The Co-Executors of The Estate of Jeffrey Edward Epstein Et Al
157239/23 Chubb Nat. Ins. Co. v. Emco Plumbing Services
655665/26 Clara Capital Services LLC v. Henriksen Contracting LLC Et Al
805130/26 Cooper v. Harlem Center For Nursing & Rehabilitation
951416/21 Crispin III v. Domestic And Foreign Missionary Society of The Protestant Episcopal Church Et Al
151879/24 De Andrade v. Beis Hamedrish Skver
160777/26 De Laborde v. Bank of America
451232/26 Diaz v. NYCTA Et Al
650535/20 Dontzin Nagy & Fleissig v. Philip A. Falcone & Harginger
651786/26 Douglas Elliman v. Leslie J. Garfield & Co., Inc. Et Al
850468/23 Doyle v. American Irish Historical Society Inc. Et Al
165196/25 Duncan v. NYC Police Dept.
805016/22 Dunne v. Romeo Md
850681/23 Emigrant Bank v. Sommer
654744/26 Engie Resources v. Samuel Goldner
654736/26 Engie Resources v. Vr Op
155386/26 Estate of Beulah Mae Mackey v. Citigroup Global Markets Inc. Et Al
650339/25 Fares v. Gregory Towers Et Al
156218/25 Fnu v. NYC Et Al
850003/16 Fym Millbrook LLC v. Weinberg
161795/26 Gibson v. NYC Dept. of Small Business Services
164478/25 Goldeagle One v. Daona Inc. Et Al
160375/26 Gonzalez Espinoza v. Con Ed Co. of NY Inc. Et Al
150262/25 Govt. Employees Ins. Co. v. 10 of 10 Med Supply
150317/25 Govt. Employees Ins. Co. v. Advanced Supplies of NY Corp. Et Al
654513/26 Graviton Bioscience Corp. v. Gordon
158214/23 Hazan v. Ivan Weinger Associates
154291/26 Hernandez v. Down & Feather Co.
654450/25 Hk Prop. Dev. LLC Et Al v. 111 Hudson St. Condominium Et Al
157831/26 Hong v. Chen
850043/18 Hsbc Bank USA v. Nicola Nicholas
655271/24 Hv Manco v. Arc Capital Advisors
652933/26 Income Collecting 1-3 Months T-Bills Mutual Fund v. Interactive Brokers LLC
165000/25 Infinity Select Ins. Co. v. Djuraev
160937/21 Ins. Co. of Greater NY As Subrogee of The 24-16 Queens Plaza South Condominium v. Ross & Associates LLC Et Al
157572/22 Izzard v. Salazar-Baez
805360/21 Juan Carlos Licona-Rubio v. Coa 200 E 34th LLC
653822/25 King v. NYS Div. of Human Rights Et Al
162501/23 Leon Wamputsrik v. Hp Marcus Garvey Housing Dev. Fund Co., Inc. Et Al
453181/22 Libman v. NYC Et Al
161213/23 Lutfieva v. Services For The Aged, Inc. Et Al
152734/22 Machado v. 575 Lex Prop. Owner
159655/26 Mba v. Constantine
158406/25 McCarthy v. 3719 Main
952261/23 McKee v. Cosby Jr.
156402/25 Mendoza v. Con Ed Co. of New York, Inc. Et Al
161993/25 Midland Credit Mgt. v. Fernandez
154953/26 Montgomery Trading LLC v. NYC Office of Administrative Trials And Hearings Et Al
650164/26 Mordukhayev v. Royzenshteyn
158627/26 Muino, Inc. v. Lee
161972/25 Nardini v. NYC Et Al
655331/26 Nat. General Assurance Co. v. NYC
453288/26 NYCHA v. Flowers
453286/26 NYCHA v. Mabry
651221/24 NY 24th St. Vi LLC Et Al v. Dhs Fraco LLC Et Al
162026/26 Outten & Golden Llp v. Kim
160683/26 Palladino v. NYS Div. of Housing And Community Renewal
850388/24 Peny & Co., L.L.C. v. Philadelphia Community Services Housing Dev. Fund Corp. Et Al
157592/26 Pepino v. H.K.D.C. Div. Rlty. Corp.
654927/26 Pq LLC v. Ace American Ins. Co. Et Al
653252/25 Professional Fighters League v. Westgate Marketing
654216/26 Progressive Casualty Ins. Co. v. Deberry
656111/21 Protetch v. Jocar Rlty. Co., Inc. Et Al
159978/23 Read v. NYC Et Al
153287/24 Reyes Ramirez v. Harlem Group Inc Et Al
654842/26 Rialto Capital Mgt. v. Comstock Hldg. Companies, Inc.
655193/24 Richard Kallman As Co-Trustee of The Kallman Family Irrevocable Trust Et Al v. Kineret Kallman As Co-Trustee of The Kallman Family Irrevocable Trust Et Al
159576/23 Rivero Grosso v. Leeding Builders Group LLC Et Al
164016/25 Rodriguez v. Nassau Candy Distributors, Inc. Et Al
156075/26 Rosario v. Cob 3351 B'way. LLC Et Al
152986/25 Rupall v. Cozen O'Connor Et Al
654210/26 Sandoval v. Ins. Co. of Greater NY
154718/26 Sankareh v. Joseph
805309/24 Sarkar v. West
160536/26 Scott v. The Trustees of Columbia Univ. in NYC
654460/25 Seamen Audobon Associates III v. Td Bank
653930/26 Shah v. Dordi
451282/26 Shaikh v. The Estate of Alexander R.H. Walling
656730/22 Sharp v. Bar Fluid LLC Et Al
160730/26 Shiflett v. NYC Et Al
156218/22 Simon v. St. James's Condominium Corp. Et Al
157631/26 Smoke Scene Inc. v. NYC Office of Administrative Trials And Hearings Et Al
159862/25 Soriano v. Ace Brokerage Inc Et Al
654697/25 Starr Associates Llp v. Cybul
651135/25 The Board of Mgrs. of The 49 Chambers St. Condominium v. 49-51 Chambers LLC Et Al
150215/24 Toxtle v. 215 West 28th St. Prop. Owner LLC Et Al
150920/17 Troche v. NYU Langone Medical Center
850048/22 U.S. Bank v. Torati
154598/25 Ullman v. Con Ed Co. of New York, Inc. Et Al
653938/24 Ultra Music Publishing Europe Ag v. Triplosette Entertainment Srl Et Al
161230/26 Various Tenants of 711 West End Ave. v. NYS Div. of Housing And Community Renewal Et Al
161727/26 Villa 84 v. Method General Contractors
165384/25 Volper v. Joseph & Kirschenbaum Llp Et Al
153469/26 Wade v. NYC Et Al
152613/26 Wang v. Lam
151779/23 Wilson v. NYCTA Et Al
160752/26 Zielinski v. NYC Dept. of Consumer And Worker Protection

THURSDAY, OCT. 22

151582/17 116 Park Deli Inc. v. NY Heating Corp.
850330/25 57th St. Vacation Owners Assoc., Inc., By And Through Its Board of Directors v. Baars Casey
654045/26 Ac Ocean Walk v. Wizman
153285/24 Affinity Plus Fed. Credit Union, Serviced By Upgrade, Inc. v. Vasquez
156049/26 Ahmad v. Frederic
653822/22 Aig Prop. Casualty Co. A/s/o Craig Lucas Et Al v. Rusk Renovations, Inc. Et Al
654802/26 Akam Living Servics, Inc. v. Miro Real Estate Mgt. LLC Et Al
652351/26 American Express Travel Related Services Co., Inc. v. Eklind Tool Co.
650090/26 American Express Travel Related Services Co., Inc. v. Renew Smiles
651351/26 American Express Travel Related Services Co., Inc. v. Restore Vascular
650642/26 American Transit Ins. Co. v. Amiyah M Simmons Et Al
162537/25 Barreto v. NYC Dept. of Education Et Al
655056/26 Baton Market Inc. v. Doria, Inc. Et Al
155013/23 Bergman v. The Bank of NY Mellon Fka The Bank of New York, As Trustee For The Certificateholders of The Cwmbs, Inc., Chl Mortgage Pass-Through Trust 2006-Hyb1, Mortgage Pass Through Certificates Series, 2006-Hyb1

Court Calendars

153744/26 Board of Mgrs. of 222 Riverside Drive Condominium v. Vidaver
154795/26 Board of Mgrs. of The Morningside Park Condominium v. Wyatt
950659/20 Brown v. NYC Dept. of Youth And Community Dev. Et Al
151897/25 Calle v. Legacy Yards Tenant Lp Et Al
153281/22 Chong v. Brunei Darussalam Mission To The United Nations Et Al
151853/17 Christina's Wine & Liquor v. NY Heating Corp.
656229/23 Clarke Contracting LLC v. Promethean Builders LLC Et Al
656163/16 Colonial Funding Network, Inc. v. Sommer Auto Sales, Inc.
452826/23 Comm'rs. of The NYS Ins. Fund v. Iacono
151782/26 Cook v. Skanska USA Bldg. Inc. Et Al
157373/24 Cruz v. Fernandez
161855/26 David Wallace v. NYS Div. of Housing And Community Renewal
163718/25 Dolan-Wlasiuk v. Alcaide
161541/26 Eaton v. Anderson Law 2 Pllc D/b/a Anderson Law
155089/26 Eugenio v. Smith
850038/24 Flushing Bank v. Gach
156867/25 Garcia v. Uphold Const. Corp. Et Al
655689/21 Go NY Tours, Inc. v. Tour Central Park Inc.
154589/19 Guerrero Sotelo v. Herald Square Owner
152410/24 Hanhanan v. 5 Beekman Master Tenant
652999/26 Ims Fund South v. Fiserv, Inc. Et Al
653591/26 Interaudi Bank And Ba (USA) Properties v. Wbsh Met Tower LLC Et Al
156992/23 Jones v. NYC
655389/26 Kalshiex LLC v. Yuvionix LLC
152396/26 La Bella Beauty LLC v. Hannah He Et Al
161686/26 La Maison De Jy Lp v. NYC Et Al
158409/25 Lawrence v. Wang
164615/25 Li v. Kale Const., Inc. Et Al
654069/26 Liberty Mutual Ins. Co. Et Al v. Jonas
154439/26 Lopez v. The Trustees of Columbia Univ. in NYC
153368/22 Mai v. Sp 1143 Second LLC
158398/20 Marco Cajamarca v. Wfp Tower D Co. L.P., Et Al
850188/25 Maspeth Fed. Savings And Loan Assoc. v. Friedman
656353/25 Mehl v. Schuetz
655594/25 Meyers v. Certain Underwriters At Lloyds
653294/24 Milev v. Xiao-I Corp. Et Al
653615/26 Mitchell v. Brooks Quayle Global Resourcing LLC
158661/26 Mitchell v. Macy's of NY Et Al
656271/25 Mitchell v. Green
150015/25 Munoz v. Rahf IV Tower West
101062/24 Mutarambirwa v. Raz Auto
850164/15 Nationstar Mortgage LLC v. Slavutsky
154828/25 NYC in Vitro Fertilization v. Kabigting
451566/25 Park v. Silverstein
161895/26 Parkside Funding Group LLC v. The Huntington Nat. Bank
850337/26 Pci III Preferred Equity Issuer LLC v. West 48th Hldgs. LLC Et Al
155560/26 Perlman v. Krantz
154740/22 Pinko Retail LLC v. Okl Hldgs., Inc.
156649/26 Ponder v. Berkovitch & Bouskila
655124/26 Pryor Cashman Llp v. The Olb Group, Inc.
150070/26 Ramos Sr. v. NYC Et Al
159031/21 Ramoutar v. Clarity 47
805405/19 Ramsey v. Vaynman
154025/24 Rivero v. Jones
154852/26 Rocco Agostino Landscape & General Contractor Corp. v. NYC (dept. of Parks & Recreation)
155704/26 Santiago v. Con Ed Co. of New York, Inc. Et Al
161277/20 Schwarz v. Tutor Perini Corp.
654797/25 Seward Park Liquors, Inc. v. Les Wine And Spirits, Inc. Et Al
153579/24 Shakik v. Be My Burger LLC Et Al
155981/19 Silva Calderon v. Bond St. Owner LLC
951060/21 Sime v. Boys Club of NY
805372/24 Small v. Tornambe M.D.
159329/22 Soriano Reyes v. Hillside Fields
156963/24 Spindell v. 401 East 58th St. LLC Et Al
165591/25 State Farm Fire And Casualty Co. v. Felix
155722/26 State Farm Mutual Automobile Ins. Co. v. Pintado Naranjo
452403/25 State of NY v. Pridgen
158429/20 Strautmanis v. Gmdc Two Corp.
159758/23 Sulkja v. Midtown West B LLC Et Al
650405/26 The Board of Directors of 81st St. Residence Corp. v. Joy Parking LLC Et Al
659354/25 The Chefs' Warehouse, Inc. Et Al v. Aldana
453334/26 NYC Et Al v. Nunez
154194/19 Turner v. J.T. Magen & Co. Inc.
157901/24 Turquoise Estates LLC v. Ag Const. Group Inc.
650969/26 Ward III v. 34-36 East 10th St. Corp.
850204/26 Wells Fargo Bank v. Tsty Owner LLC Et Al
164301/25 Westchester Surplus Lines Co. A/s/o Crunch, LLC And Other Named Insureds Under Policy D39194090 001 Et Al v. NYC Et Al
654330/25 Whitley v. Simplicity Financial Marketing, Inc. Et Al
653284/26 Yue v. Lee

FRIDAY, OCT. 23

652309/26 110 Greene Fee Owner Lp v. Wolf1834 Inc. Et Al
654326/25 57th & 6th Ground LLC v. Carnegie House Tenants Corp. Et Al
156201/26 A. v. Booth
161317/18 Allen v. Metro-North Commuter RR. Co. Et Al
655504/25 Alpi U.S.A., Inc. Et Al v. Cool Living Oy Et Al
650818/26 American Transit Ins. Co. v. Fariha Aidah Ali Et Al
654555/26 Art House Condominium Board of Mgrs. v. M&M Plumbing & Heating, Inc. Et Al
651897/26 Baystream LLC v. Aulder Capital Et Al
152263/15 Berlin v. Jakobson
850007/19 Bil-Man Asset Mgt. LLC v. M & T 99 Lafayette Inc.
653379/26 Biltmore General Contractors Inc. v. NYC School Const. Auth.
805281/22 Blackwell v. NY Sports And Joints Orthopaedic Specialists Et Al
650979/24 Bldg 424 Saddleback LLC Et Al v. Victory Commercial Mgt.
805113/26 Boden v. The NY And Presbyterian Hosp. A/k/a NY - Presbyterian Hosp. Et Al
153339/23 Brown v. NYCTA Et Al
153957/23 Bruno Jr v. Casita Park Housing Dev. Fund Corp. Et Al
155846/23 Burgos v. 501 Family Rlty. Corp. Et Al
164576/25 Cabrera Rojas v. 219 Owner LLC Et Al
160999/18 Cabrera v. Hlt NY Waldorf
654260/25 Camber Road Partners, Inc. v. Cha Cha Hldgs. LLC
160847/23 Cano v. NYC School Const. Auth. Et Al
850479/23 Citimortgage v. Crescent St. Ventures LLC Et Al
151230/23 Coello v. NYC Et Al
158683/23 Contreras Padilla v. Tbro's Renovation Inc. Et Al
153618/26 Creese v. NYC School Support Services, Inc.
161066/23 Diblasi v. Medina
158628/26 Dowling v. NYC Dept. of Bldgs. Et Al
151952/19 Eady v. NYC
150218/21 Edwards v. Lisa Dawn Apts. Inc. Et Al
150359/25 Feigen v. Hamill
153606/20 Felder v. Personal Touch Home Aides of
652025/21 Filacouris v. Fsm 336 Hldg. LLC Et Al
150632/23 Finkel v. Arnell Const. Corp. Et Al
156589/26 Flores Fernandez v. Big Apple Plumbing Corp. Et Al
156180/25 Fonseca v. Bk Immobilier
153083/26 Franpearl Equities Corp. v. Dcm Gc Prop.
650061/25 Ghoulam v. Bentivoglio
653936/26 Glatstein v. Cohen & Steers Et Al
654285/24 Gold Wynn Asset Mgt. v. Titanium Asset Mgt. LLC Et Al
805057/23 Gonnelly v. Khadem M.D.
322877/20 Gooden v. Gooden
155255/23 Green v. NY Univ.
154063/22 Gubbala v. The NY And Presbyterian Hosp. Et Al
100909/24 Hans-Gaston v. Grand Central Neighborhood Social Services Corp.
652821/26 Harleysville Ins. Co. of NY Et Al v. Mt. Hawley Ins. Co. Et Al
651390/24 Harran Hldg. Corp. v. Noor
850312/26 Hilton Resorts Corp. v. Englund
161038/17 Horizon Contracting v. Rli Ins. Co.
161188/23 Horton v. 350 East 86 LLC Et Al
659570/25 Hudson Bay Capital Mgt. v. Mountain State Energy Hldgs. LLC Et Al
159037/25 Hulsey v. NYC Et Al
157285/26 Hunter v. Meirovitch
805037/26 Individually And As Healthcare Proxy And Power of Attorney v. Inspir Carnegie Hill
452627/20 Int'l Business v. Nhk Cosmomedia America, Inc.
951468/21 John Doe And Mary Doe v. Klar
153574/24 Kanter v. Bevney
159649/26 Kideckel v. Epstein Becker & Green
653924/26 Law Offices of Jonathan Y. Sue v. 11 W 32 Inc. Et Al
651139/26 Leech Tishman Robinson Brog v. Crocker
154475/22 Lembo v. Charles H. Greenthal Mgt. Corp. Et Al
655940/25 Levy v. Macellum Advisors
160420/21 Liggett v. Lew Rlty. LLC
150442/26 Lvnv Funding LLC v. Cacace
152142/26 McMillan v. NYC Police Dept.
650772/26 Metro. Partners Group Admin. v. Oliphant USA
650013/25 Metro. Partners Group Admin. v. Nerney
650998/25 Montfort v. Leslie J. Garfield & Co., Inc.
151342/22 Morales Mejia v. NYCTA Et Al
154664/26 NY Plantshed Corp. v. NYC
154662/26 NY Plantshed Corp. v. NYC
154663/26 NY Plantshed Corp. v. NYC
154666/26 NY Plantshed Corp. v. NYC
154667/26 NY Plantshed Corp. v. NYC
158660/26 Nijjar v. NYC Police Dept.
653034/24 Ninety-Five Madison Co. v. Kinder Rlty. Associates Et Al
156230/26 NYCTL 2025-A Trust v. Shokirova
161342/26 Odonnell v. Bragg Jr.
156383/26 Palaguachi v. NYC Et Al
805170/19 Passanisi v. Frazier
654584/26 Pelham Plumbing & Heating Corp. v. Ideal Interiors Group
159016/25 Pollack v. Regev
160203/26 Portfolio Recovery Associates v. Spring
161436/25 Prospect Dev. Corp. v. Piscopo Iron Works
159031/21 Ramoutar v. Clarity 47
154501/25 Reginald v. The Brook, Inc.
155824/23 Rodriguez v. A&E Real Estate Mgt.
451350/20 Roque v. NYCH&HC And
152517/26 Schlesinger v. Wells Fargo Home Mortgage Et Al
153943/24 Scott v. NYC
159367/22 Seidel v. Jack Resnick & Sons Et Al
156027/22 Serbin v. NYC Et Al
156802/26 Simons v. Simons
652196/26 Slicehaus Group LLC v. Slicehaus LLC Et Al
155043/26 State Farm Fire And Casualty Co. v. 365 Medical Dme, Inc. Et Al
161194/25 State Farm Fire And Casualty Co. v. Anderson
159227/21 Suconota v. 215 Majestic LLC Et Al
165117/25 Super Pc Systems Inc. v. Ravangpal
158745/20 Tavares v. Dmz Real Estate
153348/26 Tell v. 9 West 73rd St. LLC Et Al
160568/26 Templier v. Fedcap Nyc, Inc.
152677/20 Texiera v. Services For The
850415/24 The Bank of NY Mellon Fka The Bank of NY Successor Indenture Trustee To Jpmorgan Chase Bank, N.A., As Indenture Trustee on Behalf of The Noteholders of The Cwheq Inc., Cwheq Revolving Home Equity Loan Trust, Series 2006-B v. Fareed
650249/25 The Board of Mgrs. of Gramercy Square Condominium v. Cabgram Developer LLC Et Al
161715/23 The Board of Mgrs. of The Walton Condominium v. Gray
653877/25 The Charter Oak Fire Ins. Co. v. Great Northern Ins. Co. Et Al
158377/26 Thomas v. A Pl. For Rover, Inc. Et Al
653142/26 Tlg Africa Growth Impact Fund v. Liberty & Justice
650617/26 Trax Nyc, Inc. Et Al v. Akay Diamonds LLC Et Al
651528/24 Vnb NY v. Yellow Raven Cab Corp. Et Al
158658/26 Wachlarowicz v. NYC Police Dept.
155841/22 Walber 82 St. Associates v. Fisher
161397/25 Weller v. NYU Grossman School of Medicine Et Al
157736/26 Westside Haven LLC v. Legacy Stairs & Millwork, Inc.
952320/23 Whaley v. Medtronic Plc Et Al
850151/26 Wilmington Savings Fund Society v. Lu
850012/26 Wilmington Trust v. 775 Columbus LLC Et Al
154746/26 Wright v. Aurora Tourism Services LLC Et Al
650093/25 Wyche v. B&Z Auto Enterprises LLC Et Al
161543/26 Zatuzhni v. NYC Dept. of Finance
157500/26 Zhang v. Rrhaa Inc Et Al

E-Filing SubmissionPart

Adjourned for Working CopiesPart

Part 1

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

WEDNESDAY, OCT. 21

155972/23 Agbams v. Mikes Toy Fourteen Corp. Et Al
150985/24 Agosto v. Perdomo
150695/24 Garcia v. Moreno
153879/22 Ndiaye v. Traore
150126/21 Oller v. Tariq
155882/23 Shuda v. Love Jag Sidhu Corp. Et Al

THURSDAY, OCT. 22

952182/23 Doe v. Beth Israel Medical Center Et Al
952140/23 Lk Jane Doe 1 v. Mount Sinai Beth Israel Et Al

Part 2

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

WEDNESDAY, OCT. 21

156065/20 902 Associates v. Union Square 902 Suites
152082/21 Board of Mgrs. of The v. Smith
155130/23 Doumeng v. Rockview Apt Corp. Et Al
653316/22 First Mercury Ins. Co. v. Crc Associates Inc. Et Al
652675/21 Nat. Community v. Midtown Coalition Space LLC
656730/22 Sharp v. Bar Fluid LLC Et Al

Motion

156065/20 902 Associates v. Union Square 902 Suites
155130/23 Doumeng v. Rockview Apt Corp. Et Al

THURSDAY, OCT. 22

254612/23 1286 First Ave LLC v. The Tax Comm. of NYC
260607/19 29 West 34 Owner LLC v. The Tax Comm. of NYC
258579/17 300 West 108th Owners Corp. v. The Tax Comm. of NYC
240017/23 600 B'way. Partners LLC v. The Tax Comm. of NYC And The Comm'r. of Finance of NYC
260117/24 607 West 47th St. Owner Lp v. The Tax Comm. of NYC
263973/21 80 Park Garage v. The Tax Comm. of NYC
258325/18 East 50th St. Investors LLC v. The Tax Comm. of NYC
259402/24 Ems 38 E 61 LLC v. The Tax Comm. of NYC
263599/22 Garment One Garage LLC v. The Tax Comm. of NYC
253049/21 Mariners Gate v. The Tax Comm. of NYC
262191/12 Tedford's Tenancy LLC v. The Tax Comm. of NYC
259783/20 The Habitat II Co. v. The Tax Comm. of NYC
264301/23 The Infinity Flats Condominium v. The Tax Comm. of NYC

FRIDAY, OCT. 23

452627/20 Int'l Business v. Nhk Cosmomedia America, Inc.
650998/25 Montfort v. Leslie J. Garfield & Co., Inc.

Part 3

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

WEDNESDAY, OCT. 21

659773/25 Ben-Avraham v. Bomze
652399/25 Hainan Hengxing Juyuan Investment Joint Venture (ltd. Partnership) v. Tsce 2007 509 W 34 Gp

Motion

659773/25 Ben-Avraham v. Bomze
652399/25 Hainan Hengxing Juyuan Investment Joint Venture (ltd. Partnership) v. Tsce 2007 509 W 34 Gp

THURSDAY, OCT. 22

655161/25 Aen Hosp.ity Group v. Rose Hosp.ity Mgt.
654579/25 Mutual of America Life Ins. Co. v. Bqs Financial Advisors
655424/24 Yakjin Trading Corp. v. Sves Go LLC Et Al

Motion

655161/25 Aen Hosp.ity Group v. Rose Hosp.ity Mgt.
654579/25 Mutual of America Life Ins. Co. v. Bqs Financial Advisors
655424/24 Yakjin Trading Corp. v. Sves Go LLC Et Al

FRIDAY, OCT. 23

650061/25 Ghoulam v. Bentivoglio
161467/23 Silverman v. Rosen Equities LLC Et Al
655625/23 Starr v. Kaplan Interior Millwork Co.
655765/23 U.S. Fire Ins. Co. Et Al v. Palin

Motion

161467/23 Silverman v. Rosen Equities LLC Et Al
655625/23 Starr v. Kaplan Interior Millwork Co.
655765/23 U.S. Fire Ins. Co. Et Al v. Palin

Part 6

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

WEDNESDAY, OCT. 21

805240/19 Allakhverdiyeva v. Tomasula
805224/23 Behzad Moghadasian v. Northwell Health, Inc. Et Al
805014/18 Cindy Frey As Executor of v. Itzkowitz
805297/22 Goldstein M.D. v. Protopsaltis M.D.
805306/21 Levine v. The Metro. Foot And Ankle Group Et Al
805309/24 Sarkar v. West
805014/20 Taylor v. Sinon
161230/26 Various Tenants of 711 West End Ave. v. NYS Div. of Housing And Community Renewal Et Al
161727/26 Villa 84 v. Method General Contractors

THURSDAY, OCT. 22

165119/25 37 W. 14th St. Associates LLC v. Gardner
805407/20 Adams v. New York-Presbyterian Foundation, Inc. Et Al
805141/22 Akilova v. Gavrilman M.D.
160089/25 Aldrich v. Central Hudson Associates LLC
805249/24 Bendes v. Davidson M.D.
805336/23 Chaparro v. Pamel Vision And Laser Group Et Al
805291/20 Coelho v. Ulvila
805289/24 Cruz v. New York-Presbyterian Hosp. Et Al
805045/23 D.D. v. Andrew Yu
805299/25 Davis v. Edwards M.D.
805090/22 Doe v. Mount Sinai West Et Al
805211/20 Douglas Dwyer v. Lesli Rogers
152772/26 Falcon v. Glimmer Five LLC Et Al
805312/23 Friedman v. Berman Md
805198/25 Giles McNeil v. Nawabi M.D.
805488/23 Harris Scarangella v. Kao M.D.
805380/22 Johnson Santiago v. Terence Cardinal Cooke Health Care Center Et Al
805109/25 Johnson v. Isabella Geriatric Center, Inc. Et Al
659463/25 Jozoff v. Sutton Manor Apts., Inc. Et
805145/24 Kazamias v. Feldman M.D.
805384/22 Keels v. Jenkins M.D.
805379/21 Kuczynski v. Ellozy M.D.
161686/26 La Maison De Jy Lp v. NYC Et Al
805399/22 Lafferty v. Avila Md
164690/25 Laporte v. Mevorah
805293/23 McCallion v. NY Presbyterian Hosp.
805006/24 McLean-Brown v. Nguyen Do
805421/20 Meade v. Rosenblum M.D.
656271/25 Mitchell v. Green
805424/16 Murphy v. NYU Langone Medical Center
805325/22 Pritchard v. NYU Langone Health System Et Al
805063/25 Santiago v. Dines M.D.
805068/25 Scire v. Berookheim Md
805039/22 Tanner And v. Harismran Sachdeva Singh

FRIDAY, OCT. 23

651897/26 Baystream LLC v. Aulder Capital Et Al
805281/22 Blackwell v. NY Sports And Joints Orthopaedic Specialists Et Al
805170/19 Passanisi v. Frazier

Part 7

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

WEDNESDAY, OCT. 21

162949/25 Butler v. Power

THURSDAY, OCT. 22

652763/26 652 Hudson Retail Partners LLC v. Gansevoort Co-Op. Corp.
153368/22 Mai v. Sp 1143 Second LLC
161559/25 Matthew T. Corrigan v. Smith Buss & Jacobs Llp Et Al
101062/24 Mutarambirwa v. Raz Auto

Motion

652763/26 652 Hudson Retail Partners LLC v. Gansevoort Co-Op. Corp.
161559/25 Matthew T. Corrigan v. Smith Buss & Jacobs Llp Et Al

FRIDAY, OCT. 23

651354/23 249 East LLC v. Rosenthal
653281/18 61 Prime v. Little Hearts Marks Family
654591/25 Adam Leitman Bailey v. Snell
150462/24 Collazo v. Jj Rlty. Associates LLC Et Al
653381/23 Crisci v. Sony Music Entertainment Et Al
650872/26 Gabai v. Felt
160479/25 Hertz Vehicles v. Desmornes
651023/24 Lipari v. Zigman
652410/21 Little Hearts Marks Family II L.P. v. Carter
654764/23 Maffeis Engineering Inc. v. Island Exterior Fabricators
655448/25 Miskelly v. Caulfield
654223/18 Rhode Island Student Loan v. Lamouth
163491/25 Rodriguez v. Dkc Inc Et Al
162143/24 Ross v. Metro. Transportation Auth. Et Al
158193/23 Sier v. Skyline Restoration Inc.
160577/24 Tiche v. 644 East 14th St. Owner LLC Et Al
650449/25 U.S. Specialty Ins. Co. v. Wesco Ins. Co. Et Al
652939/21 Wonder Works Const. Corp. Et Al v. The Hanover Ins. Group

Motion

654591/25 Adam Leitman Bailey v. Snell
654223/18 Rhode Island Student Loan v. Lamouth

Part 9

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

WEDNESDAY, OCT. 21

321569/23 Carp v. Carp
365228/25 Guevara v. Mekelburg
365139/23 Hermenegildo-Rivera v. Rivera III
365157/26 Patrick-Rabiu v. Rabiu
307354/19 Pitter-Goulbourne v. Goulbourne
301894/24 Soter v. Berger
365439/20 Zeidel v. Zeidel

Motion

365439/20 Zeidel v. Zeidel

THURSDAY, OCT. 22

321683/25 Dryland v. Dryland

Motion

321683/25 Dryland v. Dryland

FRIDAY, OCT. 23

365027/25 Colon v. Rodriguez
320314/21 Edwards v. Banks Jr.

Motion

365027/25 Colon v. Rodriguez

Part 11

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

WEDNESDAY, OCT. 21

654052/25 225 B'way. Co. L.P. v. American Sportscasters Assoc. Inc. Et Al
656024/25 Belzberg v. Leonidov
152012/26 Collens v. Northrup
651443/26 Ebf Hldgs. v. Efficient Mason Inc. Et
653809/23 Fireman's Fund Ins. Co. Et Al v. Accredited Surety & Casualty Co., Inc.
651344/26 First Apt. LLC v. Regen Medical Mgt.
155347/24 Gp Trading Partners v. Shapiro
656360/25 Jenkins v. Id Business Builder LLC
654475/23 Mora v. Alcantara
652198/21 Morningside Terrace Corp. Dba K Rico v. Mathrani
655453/24 Pinnacle Clothing Inc. v. Sportlife Brands
655193/24 Richard Kallman As Co-Trustee of The Kallman Family Irrevocable Trust Et Al v. Kineret Kallman As Co-Trustee of The Kallman Family Irrevocable Trust Et Al
653701/24 Stone Security Service & Investigations Inc. v. Panoramic Security & Consulting Services

Motion

654052/25 225 B'way. Co. L.P. v. American Sportscasters Assoc. Inc. Et Al
152012/26 Collens v. Northrup
651443/26 Ebf Hldgs. v. Efficient Mason Inc. Et
653809/23 Fireman's Fund Ins. Co. Et Al v. Accredited Surety & Casualty Co., Inc.
155347/24 Gp Trading Partners v. Shapiro
656360/25 Jenkins v. Id Business Builder LLC
652198/21 Morningside Terrace Corp. Dba K Rico v. Mathrani
653701/24 Stone Security Service & Investigations Inc. v. Panoramic Security & Consulting Services

THURSDAY, OCT. 22

656229/23 Clarke Contracting LLC v. Promethean Builders LLC Et Al
158409/25 Lawrence v. Wang
656353/25 Mehl v. Schuetz

FRIDAY, OCT. 23

655504/25 Alpi U.S.A., Inc. Et Al v. Cool Living Oy Et Al
650979/24 Bldg 424 Saddleback LLC Et Al v. Victory Commercial Mgt.
659788/25 Fora Financial Asset Securitization 2024 LLC v. Ocean Beach Media, Inc. Et Al
651615/23 Korpenn LLC v. One Penn Plaza LLC
154776/17 Orj Properties Inc v. Nyhk West 40 LLC
651015/23 Will B. Sandler Disclaimer Trust Et Al v. Swersky

Motion

650979/24 Bldg 424 Saddleback LLC Et Al v. Victory Commercial Mgt.
659788/25 Fora Financial Asset Securitization 2024 LLC v. Ocean Beach Media, Inc. Et Al
651615/23 Korpenn LLC v. One Penn Plaza LLC
154776/17 Orj Properties Inc v. Nyhk West 40 LLC
651015/23 Will B. Sandler Disclaimer Trust Et Al v. Swersky

Part 12

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

WEDNESDAY, OCT. 21

157334/24 Almonte v. Fairview Apts.
154445/24 Alvarez Ramirez v. Anthony T. Rinaldi
156410/24 Bahr v. A.K.S. Int'l Inc.
161054/24 Blackman v. NYC Et Al
150873/22 Braverman C.P.A. v. Lalaj
157853/23 Cohen v. Metro. Transportation Auth. Et Al
157959/23 Confesor v. Jrm Const. Mgt. LLC Et Al
150602/24 Crawford v. 300 West 114th Owner
160224/23 Daquilema v. Wharton Smith Const. Group Corp. Et Al
652801/22 Dd West Inc. v. Geloda/ briarwood Corp
151879/24 De Andrade v. Beis Hamedrish Skver
151315/23 De Jesus Victoriano v. Funky Foundations, Inc. Et Al
158159/21 Fischer v. B'way. Apple
156999/20 Garcia v. NY 18d LLC
164478/25 Goldeagle One v. Daona Inc. Et Al
116518/09 Goldman v. Guy Dechimay
153643/23 Hackshaw v. 50 Hymc Owner LLC Et Al
154580/23 Hamadoun v. E 135 And 3rd Ave Owner LLC
157312/24 Hamermesh v. Global 1845 B'way. LLC Et Al
156814/24 Hart v. Upper East Side Rehabilitation And Nursing Center
158062/17 Jackson v. 1411 Ic-Sic Prop.
153078/24 Joseph v. Mhf Ralph LLC Et Al
952247/23 Klein v. Paduano
159889/21 Kuhl v. Triborough Bridge And Tunnel Auth. Et Al
952261/23 McKee v. Cosby Jr.
157960/23 Minope v. Plaza Const. LLC Et Al
159573/24 Navarino v. NYU Langone Health
155500/23 Nikolai v. 211 East 46th Owners
100241/26 Nova v. The Childrens Village NYC
653252/25 Professional Fighters League v. Westgate Marketing
153607/19 Pumarejo v. Sl Green Corp.
158403/22 Rangel v. The Ford Foundation Et Al
160507/24 Reyes v. NYC Et Al
159289/20 Rodriguez v. The NYCHA Et Al
654210/26 Sandoval v. Ins. Co. of Greater NY
659722/24 Saulnier v. Thomas Scientific
157886/23 Stanko v. 767 Fifth Partners LLC Et Al
650039/25 The Mozar Group LLC v. Jc Elite Const. Services
160091/24 Urrego v. 11 11 Restaurant Lounge Et Al
157954/23 Vasquez Vargas v. Monadnock Const., Inc. Et Al
155782/21 Vidal v. West Side 11th & 29th LLC Et Al
158402/20 Yates v. 568 B'way. Prop. LLC

FRIDAY, OCT. 23

155846/23 Burgos v. 501 Family Rlty. Corp. Et Al
159227/21 Suconota v. 215 Majestic LLC Et Al
952320/23 Whaley v. Medtronic Plc Et Al

Part 14

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

WEDNESDAY, OCT. 21

654893/24 50 Murray St. Acquisition LLC v. Sanchez
160643/26 Carrico v. Homelement
153636/25 Garcia v. Doe
452195/24 NYCHA v. Gomez
160683/26 Palladino v. NYS Div. of Housing And Community Renewal

THURSDAY, OCT. 22

656214/16 11-15 St. Nicholas Ave. Hdfc v. Shaw
654150/23 Cobb v. Setzer
160677/19 Community Preservation v. Aviation Distributors Inc.
155130/25 Griggs-Kliger v. NYC Et Al
656253/18 Minkoff v. Executive Risk Indemnity Inc.
150015/25 Munoz v. Rahf IV Tower West
159868/24 Negash v. Metro. Hosp. Center Et Al
161887/23 Pacific Indemnity Co. A/s/o Marc H. Banker And Beth S. Weinstein v. Mirlo Services, Inc.
153888/24 Roberts v. Sk 125 Inc. Et Al
150444/25 Ryals v. 545 West Corp.
159856/18 Schwenger v. Weitz
155722/26 State Farm Mutual Automobile Ins. Co. v. Pintado Naranjo
159758/23 Sulkja v. Midtown West B LLC Et Al
659354/25 The Chefs' Warehouse, Inc. Et Al v. Aldana
653784/19 Tully Const. Co. Inc. Et Al v. Harleysville Preferred Ins. Co. Et Al
100899/26 Washington v. 56th St. LLC

FRIDAY, OCT. 23

152263/15 Berlin v. Jakobson
100909/24 Hans-Gaston v. Grand Central Neighborhood Social Services Corp.
155841/22 Walber 82 St. Associates v. Fisher
161543/26 Zatuzhni v. NYC Dept. of Finance

Part 15

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

WEDNESDAY, OCT. 21

365111/26 Davalchenko v. Davalchenko
365271/20 Frank v. Fleitas
350009/15 Hofmann v. Sender
365611/25 Mohamud v. Yusuf
365253/21 Scionti v. Welton
300378/26 Vega v. Brown

THURSDAY, OCT. 22

300139/25 Cepeda v. Reyna
320180/26 Choi v. Gyoergy
365362/24 Ehrlick v. Rabin
303796/22 Friedlander v. Basangy
365321/25 Lytle v. Lytle
365575/25 Makhatadze v. Shortridge
320047/26 Scheiman v. Scheiman
451964/23 NYC Et Al v. Heritage Health And Housing, Inc. Et Al
452315/23 NYC Et Al v. Ralph K. Jackson
365018/22 Wagner v. Wagner
365568/21 Wolfson-Moche v. Moche

Part 17

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

WEDNESDAY, OCT. 21

Motion

654417/26 Opendeal Portal v. Arkhaus, Inc.

THURSDAY, OCT. 22

Motion

150764/24 State Farm Mutual Automobile Ins. Co. v. Cabrera
655043/26 Wasabi Sushi & Bento Ll3115 LLC Et v. New Wtc Retail Owner LLC Et

FRIDAY, OCT. 23

159544/16 Sommet v. Clare

Motion

156379/26 36 Walker LLC v. Walker St. Owner LLC
159447/26 36 Walker LLC v. Walker St. Owner LLC
654519/26 Somos Ipa v. Health Ins. Plan of Greater NY

Part 19

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

Part 20 ADR

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

WEDNESDAY, OCT. 21

453663/26 Alexander v. Gross

FRIDAY, OCT. 23

950494/21 Chien v. Chien

24 Matrimonial Part

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

WEDNESDAY, OCT. 21

350006/20 Ader v. Ader
365717/25 Bell v. Zaim
350630/99 Biaggi v. Biaggi
320567/21 Boafo-Abiah v. Abiah
320187/24 Choi v. Choi
310178/19 Dolezal v. Park
320851/25 Javorsky v. Papailias
320010/22 Lyons v. Abotsi
365522/21 Macdonald v. Zinke
321527/24 Mandozai v. Mandozai
321737/24 Marsh v. Marsh
365093/26 Mohammed v. Ali
320959/25 Orphanos v. Orphanos
365128/23 Roman v. Fontoura
365056/24 Swiga v. Barnes
153136/21 Vanderbilt v. Williams
365518/24 Vandewart v. Vandewart
308692/16 Vier v. Wagner
365242/22 Von Scheiner v. Gilardi

Motion

350006/20 Ader v. Ader
350630/99 Biaggi v. Biaggi
320187/24 Choi v. Choi
320010/22 Lyons v. Abotsi
365522/21 Macdonald v. Zinke
365128/23 Roman v. Fontoura
153136/21 Vanderbilt v. Williams
308692/16 Vier v. Wagner

Part 26

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

FRIDAY, OCT. 23

365148/21 Panos v. Panos

Part 28

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

WEDNESDAY, OCT. 21

300493/25 Coleman v. Curtis
365368/26 Dunajewski v. Harilal
365144/26 Meltzer v. Albers De Leon

Motion

365368/26 Dunajewski v. Harilal

THURSDAY, OCT. 22

365023/26 Farias-Eisner v. Throsby
365306/24 Fata v. Duncan III
365681/25 Guardado v. Guardado Jr.
321012/23 Malott v. Dupuy
300848/25 Takele v. Mulat

Motion

365306/24 Fata v. Duncan III
321012/23 Malott v. Dupuy
300848/25 Takele v. Mulat

Part 30V

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

THURSDAY, OCT. 22

Motion

163062/25 Bass Wyden v. Maltezos
650958/26 Lee v. Squarespace, Inc.
150836/26 Privilege Underwriters Reciprocal Exch. As Subrogee of Alala 5 LLC v. Ia Const. Mgt., Inc. Et Al
154974/22 Shashi K.B. Chaddha 2012 Irrevocable Trust Et Al v. Armada
162312/24 Sims v. NYC Police Dept.
157268/26 The 251 Condominium v. Feldman
159770/26 Unite NY Education Fund v. McSweeney

Part 33

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

Part 34

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

WEDNESDAY, OCT. 21

654162/26 Achenbach v. Ubs Americas Inc.
161079/26 Alcoseba Sison v.
159665/23 Choudhary v. Dorr
655665/26 Clara Capital Services LLC v. Henriksen Contracting LLC Et Al
650535/20 Dontzin Nagy & Fleissig v. Philip A. Falcone & Harginger
161213/23 Lutfieva v. Services For The Aged, Inc. Et Al
152734/22 Machado v. 575 Lex Prop. Owner
653930/26 Shah v. Dordi

160730/26 Shiflett v. NYC Et Al
654693/19 Tazeh v. Willis Dental Care Pllc
157377/14 Watson v. Intercounty Paving
154836/23 Zhang v. B'way. Continental Corp.

Motion

161079/26 Alcoseba Sison v.
159665/23 Choudhary v. Dorr
154836/23 Zhang v. B'way. Continental Corp.

THURSDAY, OCT. 22

650642/26 American Transit Ins. Co. v. Amiyah M Simmons Et Al
654296/26 Braiin Ltd. v. McVean Pacific Intl. Offshoring Inc. Et Al
161541/26 Eaton v. Anderson Law 2 Pllc D/b/a Anderson Law
452403/25 State of NY v. Pridgen

Motion

654296/26 Braiin Ltd. v. McVean Pacific Intl. Offshoring Inc. Et Al

FRIDAY, OCT. 23

154063/22 Gubbala v. The NY And Presbyterian Hosp. Et Al
157285/26 Hunter v. Meirovitch
154475/22 Lembo v. Charles H. Greenthal Mgt. Corp. Et Al
160203/26 Portfolio Recovery Associates v. Spring
158658/26 Wachlarowicz v. NYC Police Dept.

37 IAS Part

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

Part 39

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

WEDNESDAY, OCT. 21

161440/23 271 Mad LLC v. Gal Gazit M.D. Pllc Et Al
159652/23 Ariza v. Archstone Builders LLC Et Al
157893/26 Bahnan v. Jamaica Hosp. Medical Center Et Al
163225/25 Board of Mgrs. of 555 West End Ave. Condominium v. Shs Upper City NY II LLC Et Al
154089/24 Boland v. Metro. NYCTA Et Al
152623/25 Carter v. 1790-1792 Third Ave. LLC
805016/22 Dunne v. Romeo Md
156232/25 Erika Kalkan Pt v. Ud 736 B'way. LLC Et Al
154961/25 Espinal v. Hawthorne Ventures LLC
158751/18 Fontana v. 3601 Turnpike Associates LLC
161034/24 Fulton v. Aurum Condominium Et Al
157035/25 Giglio v. Whole Foods Market Group, Inc. Et Al
154189/21 Gopaul v. Afab Industrial Services, Inc. Et Al
153270/18 Greater NY Mutual v. Omega Const.
100759/24 Halana Thorman v. NYCHA (lincoln Houses)
151056/26 Hirsh v. Cvs Albany LLC Et Al
157408/25 Howarth v. One NY Plaza Co. LLC Et Al
160232/25 Jukic v. Bop Ne LLC Et Al
159270/26 Lana Rozenberg Dds P.C. Et v. Boukadoum
155308/25 Li v. Rasso
161969/24 Lugo v. South Pierre Associates
162472/25 Melroy-Husser v. Boneau Design, Inc. Et Al
156402/25 Mendoza v. Con Ed Co. of New York, Inc. Et Al
160868/21 Moore v. 273 W 131 LLC Et Al
158627/26 Muino, Inc. v. Lee
162108/25 O'Donnell IV v. Shah
158569/23 Phoenix Owners Corp. v. Mindel
151360/18 Regalado v. Qps 23-10 Dev. LLC
652339/22 Reliance Safety Consulting LLC v. Zdg Const. Mgt.
100899/22 Resnick v. Lenox Ave. Commons
152839/25 Reynolds v. Zgf Architects Llp Et Al
156075/26 Rosario v. Cob 3351 B'way. LLC Et Al
154301/24 Rubenstein v. Ip Mortgage Borrower
152731/24 S.C. v. NYCHA
159517/18 Santamaria v. 2211 Third Ave. Mazal
154397/25 Simpson v. Stanley M Isaacs Neighborhood Center
161496/25 Tanguturi v. Feit
152754/22 Tineo v. 144 St LLC Et Al
156226/22 Valentin Torres v. NYCHA
150567/25 Watson v. Yany's Beauty Salon, Inc.
653962/25 Weiss v. McM Azul II
158716/23 Yelverton v. Spectrum NY Metro

THURSDAY, OCT. 22

153285/24 Affinity Plus Fed. Credit Union, Serviced By Upgrade, Inc. v. Vasquez
158661/26 Mitchell v. Macy's of NY Et Al
154828/25 NYC in Vitro Fertilization v. Kabigting
154194/19 Turner v. J.T. Magen & Co. Inc.

FRIDAY, OCT. 23

655940/25 Levy v. Macellum Advisors
150442/26 Lvnv Funding LLC v. Cacace
161436/25 Prospect Dev. Corp. v. Piscopo Iron Works
652196/26 Slicehaus Group LLC v. Slicehaus LLC Et Al
650093/25 Wyche v. B&Z Auto Enterprises LLC Et Al

Part 43

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

THURSDAY, OCT. 22

653980/25 Brighthill Capital v. Abrams
653591/26 Interaudi Bank And Ba (USA) Properties v. Wbsh Met Tower LLC Et Al
652577/25 Northville Industries Corp. v. Agcs Marine Ins. Co. Et Al
653955/15 Sciame Const. LLC v. Pref 34 East 51st St. LLC

Part 40TR Judicial Mediation

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

WEDNESDAY, OCT. 21

160200/21 150 Central Park South Inc. D/b/a Hampshire House v. Jds Dev. LLC Et Al
653115/14 28 Cliff St. Condominium v. Maguire
655633/18 Boltin v. Board of Mgrs. of The
155897/24 Castellanos v. Jane Doe First And Last Names Being Fictitious Et Al
159460/18 Cedeno v. Bollyky
651009/22 Chen v. New May May Kitchen Inc Et Al
160760/18 Chris Richardson v. One City Block LLC
651655/22 Coppola & Son Electric, Inc. v. Redi-Const. Inc. Et Al
150955/22 Dendariarena v. Via Transportation Et Al
159570/21 Fathelbab v. 2003.A Rlty. Inc. Et Al
153972/20 Fox v. Bremen House, Inc.
155786/21 Ian Soloway v. Thor Equities
152722/19 Jones v. Bsrep Ua Parker LLC
159810/22 Keyes v. Adama
153955/22 Kocher v. The Mount Sinai Hosp.
155395/20 Landwehrle v. Bianchi
161241/17 Lefavre v. 568 B'way. Hldg. LLC
157825/18 Lucente v. Usta Nat. Tennis Center
151321/23 O'Dochartaigh v. New Line Structures And Dev.
155310/21 Oliva Duarte v. 530 Adler Rlty. Rl
156152/19 Paley v. Lendlease (us) Const.
151504/22 Pulver v. Starbucks Corp. D/b/a Starbucks Coffee Co.
151153/16 Rizzo v. Parlatore
151572/21 Roman v. Liaqat
155542/17 Ruiz Carreno v. Chelsea Leaf South Housing
151960/18 Staffa v. Schiavone/ picone Joint Venture
152563/21 Sumba v. Manhattan House Condominium
101777/16 Wang v. Chen
151421/15 Warren v. Solomon & Roth Hldgs., Inc.
155330/21 Weatherspoon v. Mazal Ubracha 101 LLC Et Al

THURSDAY, OCT. 22

653426/19 220-2 West 10th St. v. Waxtel
157559/22 Belgium NY v. Rogol
158554/18 Berganza Garcia v. 100 Church Fee Owner LLC
152017/22 Blue v. Webster Hall Entertainment Corp. Et Al
150977/22 Booth v. Lincoln Center For The Performing Arts, Inc. Et Al
157267/19 Brecht v. 24 W. 89th St.
156776/17 Butler v. Marco Rlty. Associates
155321/22 De La Cruz v. 355 East 187th St. LLC Et Al
157599/16 Focacci v. One East River Pl. Rlty.
153972/20 Fox v. Bremen House, Inc.
156904/23 Franzone v. 245 Park Ave. Prop. LLC Et Al
152584/21 Gelormino v. Retirement Systems of Alabama Hldg.
160635/20 Gonzalez v. Hunan
653439/18 Granite State Ins. v. Lopez
157617/21 Inglima v. Hahn Kook Center (u.S.A), Inc.
152489/22 Jawa v. Donnelly Mechanical Corp. Et Al
159223/20 Laguna v. NYCHA
157713/21 New American Const. Inc. v. Rvs Const. Corp. Et Al
154711/22 Procopio v. Nargila Grill NYC Inc. Et Al
655459/24 Rex Lumber Co. v. Home Front Organization, Inc. Et Al
155823/23 Rodriguez v. Rector
153076/24 Ross v. 139 East 56th St. Landlord LLC. Et Al
154232/23 Sanchez v. Darcy
150860/19 Santos v. NYC
156498/19 Santos v. Gvs Properties II
154422/19 Sherpa v. Popok
155960/19 Singh v. Vijay & Sharan Cab Corp.
161316/17 Thies v. Gemini Residential LLC
150769/20 Vargas Rochez v. 222 East B'way. Prop.
153350/20 Velasquez v. Howard Hughes Corp.

Part 44

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

WEDNESDAY, OCT. 21

Motion

161145/26 248 East 62nd St. Dev. LLC v. Golden Future LLC
365166/24 Marichal v. Marichal

THURSDAY, OCT. 22

Motion

316015/11 Elbayoumi v. Khedr
313897/13 Ghorbani v. Gallagher
365077/20 Levin v. Levin
158384/25 Surveillance Tech. Oversight Project v. NYC Police Dept.

FRIDAY, OCT. 23

365465/24 Kaboulova v. Kaufman

Motion

365465/24 Kaboulova v. Kaufman

Part 45 Commercial Div.

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

WEDNESDAY, OCT. 21

654380/24 Milne Travel Agency, Inc. Et Al v. Altour Delaware
652451/24 Prod. Spring LLC Et Al v. Baby Brezza Enterprises
655439/26 Tig Ins. Co. v. Farmers Ins. Exch. Et Al

THURSDAY, OCT. 22

651846/24 Alphasense, Inc. Et Al v. Financial Tech. Partners Lp Et Al
653539/26 Jlj IV Enterprises, Inc. v. Con Ed Co. of New York, Inc.
154273/23 Lateral Investment Mgt. v. Marcum
451633/24 People of The State of NY v. Nova Tech Ltd Et Al
651706/24 Vision Biobanc Hldgs. LLC v. Taller

FRIDAY, OCT. 23

659570/25 Hudson Bay Capital Mgt. v. Mountain State Energy Hldgs. LLC Et Al
653034/24 Ninety-Five Madison Co. v. Kinder Rlty. Associates Et Al
651219/26 Oxford Capital Third Ave. LLC v. 554-556 Mgr.

Part 48 Commercial Div.

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

WEDNESDAY, OCT. 21

652933/26 Income Collecting 1-3 Months T-Bills Mutual Fund v. Interactive Brokers LLC
652721/26 Jalas v. Ross
652032/26 Mass. Electric Const. Co. v. Clearpath Energy
655615/23 Metro. Partners Group Admin. v. Blue Apron Hldgs., Inc.
651186/21 Morgan v. St Mark's World Acquisition
655435/26 Peak Tech. Partners v. Clerky, Inc. Et Al
654927/26 Pq LLC v. Ace American Ins. Co. Et Al
850240/24 Shanghai Commercial Bank Ltd. v. New Tent

Motion

655615/23 Metro. Partners Group Admin. v. Blue Apron Hldgs., Inc.
651186/21 Morgan v. St Mark's World Acquisition
655435/26 Peak Tech. Partners v. Clerky, Inc. Et Al
850240/24 Shanghai Commercial Bank Ltd. v. New Tent

THURSDAY, OCT. 22

655786/18 2 Girls Accy LLC v. Larrea
655198/25 Santos De Jesus v. Esperanza Supermarket LLC Et Al

FRIDAY, OCT. 23

654744/22 Bank of Hope v. Livingston Electrical Associates, Inc. Et Al
650986/25 Castle Pl.ment v. Forex Express Corp. Et Al
656704/25 Centene Corp. v. Jal Equity Corp. Et Al
651530/24 Clearway Energy Group LLC v. Power Electronics USA Inc.
654206/24 Cri Hldgs. Inc., Et Al v. Est4te Four Capital LLC Et Al
651412/26 David Wolfson & Associates, Inc. v. NY Embroidery Studio, Inc. Et Al
651223/20 Eccles v. Shamrock Capital Advisors
650740/24 in The Matter of The Application of On The Move Hldgs. v. Singh
651617/24 Kalamata Capital Group LLC v. Dale Esq.
651632/26 Landi v. Beesley
453279/26 Perillo v. Pattern Energy Group Lp Et Al
652145/26 Siriuspoint America Ins. Co. v. New Comp
653364/25 Udc Assets v. Schwartzstein
650682/24 White Oak Commercial Finance v. NY And Co Ecomm LLC Et Al
656376/20 Zurich American Ins. v. Providence Capital LLC

Motion

654744/22 Bank of Hope v. Livingston Electrical Associates, Inc. Et Al
654206/24 Cri Hldgs. Inc., Et Al v. Est4te Four Capital LLC Et Al
651412/26 David Wolfson & Associates, Inc. v. NY Embroidery Studio, Inc. Et Al
650740/24 in The Matter of The Application of On The Move Hldgs. v. Singh
651632/26 Landi v. Beesley
453279/26 Perillo v. Pattern Energy Group Lp Et Al
650682/24 White Oak Commercial Finance v. NY And Co Ecomm LLC Et Al

Part 49 Commercial Div.

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

WEDNESDAY, OCT. 21

Motion

365154/26 Fishkin v. Garti
320903/22 Guan v. Chen
320178/24 Lewkovitch v. Elgrabli
302174/16 Norman v. Norman
312196/16 Pastreich v. Ostreicher
365220/21 Sawhney v. Gonzalez

THURSDAY, OCT. 22

Motion

365283/25 Fernandez v. Lopez

FRIDAY, OCT. 23

Motion

365205/26 Kim v. Cenedella

Part 53 Commercial Div.

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

WEDNESDAY, OCT. 21

655509/25 Avana Capital v. Sustainable Energy Light And Power
654513/26 Graviton Bioscience Corp. v. Gordon
651221/24 NY 24th St. Vi LLC Et Al v. Dhs Fraco LLC Et Al

THURSDAY, OCT. 22

654802/26 Akam Living Servics, Inc. v. Miro Real Estate Mgt. LLC Et Al
654396/24 Arena Vantage Spv v. Actionable Process LLC Et Al
653294/24 Milev v. Xiao-I Corp. Et Al
150612/26 Ohio Carpenters' Pension Plan v. Oracle Corp. Et Al
650227/25 Oxford Porperty Group v. Digiulio
155600/13 Swezy v. Merrill Lynch
654330/25 Whitley v. Simplicity Financial Marketing, Inc. Et Al

Motion

654802/26 Akam Living Servics, Inc. v. Miro Real Estate Mgt. LLC Et Al
150612/26 Ohio Carpenters' Pension Plan v. Oracle Corp. Et Al
650227/25 Oxford Porperty Group v. Digiulio

FRIDAY, OCT. 23

654802/26 Akam Living Servics, Inc. v. Miro Real Estate Mgt. LLC Et Al
160382/25 Alshubrumi v. Tungray Technologies Inc Et Al
655141/26 Bashi v. Telmont
159774/24 Wells Fargo Bank v.
850012/26 Wilmington Trust v. 775 Columbus LLC Et Al

Motion

654802/26 Akam Living Servics, Inc. v. Miro Real Estate Mgt. LLC Et Al
160382/25 Alshubrumi v. Tungray Technologies Inc Et Al
655141/26 Bashi v. Telmont

Part 54 Commercial Div.

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

WEDNESDAY, OCT. 21

655831/25 21 Cleveland LLC v. 21 Cleveland Pl. Corp.
654087/26 Bioceres Crop Solutions Corp. v. Jasper Lake Ventures One LLC Et Al
652455/26 Epiq Systems, Inc. Et Al v. Aig Specialty Ins. Co.
655271/24 Hv Manco v. Arc Capital Advisors

Motion

655831/25 21 Cleveland LLC v. 21 Cleveland Pl. Corp.
654087/26 Bioceres Crop Solutions Corp. v. Jasper Lake Ventures One LLC Et Al

THURSDAY, OCT. 22

650342/24 Bank Hapoalim B.M. v. Monroe Capital Mgt. Advisors
154230/24 O'Sullivan v. 12 First Ave. Restaurant Corp. Et Al
655731/24 Scott & Scott Attorneys At Law Llp v. Robins Kaplan Llp

Motion

650342/24 Bank Hapoalim B.M. v. Monroe Capital Mgt. Advisors

FRIDAY, OCT. 23

655360/25 Frena Mediterranean v. Naon
651446/26 Metro. Commercial Bank v. Chetrit
650473/24 Talkdesk, Inc., A Delaware Corp. v. Tractor Supply Co.
653142/26 Tlg Africa Growth Impact Fund v. Liberty & Justice

Motion

651446/26 Metro. Commercial Bank v. Chetrit

Part 57

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

WEDNESDAY, OCT. 21

950370/21 Doe v. Jesuit Fathers And Brothers
654744/26 Engie Resources v. Samuel Goldner
156799/26 Fiji Spv LLC v. Siding Pros Corp Et Al
162627/25 Fiscal v. Bartlett Dairy, Inc. Et Al
150729/26 Fishlow v. 622 Third Ave. Co. LLC Et Al
950275/21 G. v. NYC
158707/26 Kamal v. School of American Ballet, Inc.
161993/25 Midland Credit Mgt. v. Fernandez
654216/26 Progressive Casualty Ins. Co. v. Deberry
156627/26 Santiago Arias v. Gal Manufacturing Co.
951060/21 Sime v. Boys Club of NY

THURSDAY, OCT. 22

155498/26 American Express Nat. Bank v. Kuh
950659/20 Brown v. NYC Dept. of Youth And Community Dev. Et Al
950164/21 C. v. NYC
950771/21 Doe v. Suffolk County Council Inc.
951238/21 Morales v. Greater NY Councils
166471/25 Naula Morocho v. Park Ave. Plaza Owner LLC Et Al
154593/21 Renee Ferguson v. Edison Home Health Care
154852/26 Rocco Agostino Landscape & General Contractor Corp. v. NYC (dept. of Parks & Recreation)
161842/25 Sanogo v. 230 West 140, Inc.
951060/21 Sime v. Boys Club of NY
165142/25 Trinidad v. Cinderella Eyebrows Spa

Motion

155498/26 American Express Nat. Bank v. Kuh

Part 59

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

Part 60 Commercial Div.

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

WEDNESDAY, OCT. 21

452363/25 Jds Const. Group LLC Et Al v. Ategrity Specialty Ins. Co. Et Al
157627/25 Katz v. Navios Maritime Hldgs., Inc.
656460/25 Life At Spring Claim LLC v. Inman
654643/24 Nationwide Mutual Ins. Co. Et Al v. O3 Industries
652081/26 Shaya v. The Cura Foundation Et Al
653954/25 The Cura Foundation v. Shaya
659519/24 U.S. Fire Ins. Co. v. Derosa

Motion

157627/25 Katz v. Navios Maritime Hldgs., Inc.

THURSDAY, OCT. 22

652876/26 Romeo Hunte v. Cubesmart Self Storage

FRIDAY, OCT. 23

651214/22 Lexington Ins. Co. v. NY Marine And General Ins. Co. Et Al
650799/23 Sire Spirits v. Beam Suntory, Inc. Et Al
653700/23 Wpc Billboard Lender LLC v. Bartkowski III

Motion

651214/22 Lexington Ins. Co. v. NY Marine And General Ins. Co. Et Al
650799/23 Sire Spirits v. Beam Suntory, Inc. Et Al

Part 61 Commercial Div.

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

WEDNESDAY, OCT. 21

651208/26 Mandel v. Lieberman
650838/26 Open Road of Manhattan LLC Et Al v. Volkswagen Group of America, Inc.

Motion

651208/26 Mandel v. Lieberman
650838/26 Open Road of Manhattan LLC Et Al v. Volkswagen Group of America, Inc.

THURSDAY, OCT. 22

164498/25 Afint'l Inc. v. Prager Metis Cpas
152029/26 Aip Urthecast Ltd. Partnership v. Nebari Hldgs.
653747/26 Connectone Bank v. 2570-2572 Acp Blvd. LLC Et Al
650667/26 Forseti Media, Inc. Et Al v. Audio Chuck LLC
655689/21 Go NY Tours, Inc. v. Tour Central Park Inc.
651446/23 Gvi Casellula v. Casellula
163462/25 Neuropublic S.A. - Information Technologies v. Ladas & Parry Llp
650126/26 Oestreicher Const. Corp Et Al v. M&T Bank
159612/17 Professional Grade Aluminum v. Residential Industries I LLC
159613/17 Professional Grade Aluminum v. Residential Industries II LLC
652132/25 Summit Village Dev. Lender 1 v. Summit Mountain Hldg. Group

Motion

152029/26 Aip Urthecast Ltd. Partnership v. Nebari Hldgs.

FRIDAY, OCT. 23

654285/24 Gold Wynn Asset Mgt. v. Titanium Asset Mgt. LLC Et Al

Transit Authority SettlementPart

Justice Sherry Klein Heitler
60 Centre Street
Phone 646-386-3281
Room 408

WEDNESDAY, OCT. 21

153081/24 Alami v. Metro North RR. Et Al
161478/24 Blauman v. NYCTA Et Al
154012/24 Cagler v. NYCTA Et Al
156066/24 Carr v. NYCTA Et Al
151314/18 Early v. NYCTA Aka
159347/24 Goudine v. NYCTA Et Al
150421/18 Kelley v. NYCTA
153695/20 Kodua v. Hierro-Bello
157292/23 Martinez v. NYCTA Et Al
451898/18 Morel v. NYCTA
153676/23 Peguero v. NYCTA Et Al
157839/22 Sanchez v. Metro. Transportation Auth. Et Al
150611/19 Vargas v. Mta Bus Co.

80 CENTRE STREET

Part 4

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

WEDNESDAY, OCT. 21

651066/26 200 West End Ave. Phdn LLC v. Pennsylvania Lubermens Mutual Ins. Co. Et Al
650191/24 71 Park Ave. South Prop. Owner LLC Et Al v. Ccny Const. Inc. Et Al
162646/25 Arif v. American Managed It Services Inc. Et Al
157239/23 Chubb Nat. Ins. Co. v. Emco Plumbing Services
651656/26 Epidemic Sound Us Inc. v. Lit Books Inc.
161938/25 Guzman v. 110 Greene Fee Owner Lp Et Al
157103/25 Hereford Ins. Co. v. Perez
654450/25 Hk Prop. Dev. LLC Et Al v. 111 Hudson St. Condominium Et Al
654200/25 Lin v. Famous Sichuan NY Inc. Et Al
160397/24 Nailor Simmons v. Trustees of Columbia Univ. in NYC
453288/26 NYCHA v. Flowers
652891/25 Oakwood Business Funding LLC v. East Coast Deliveries Done Right, Inc. Et Al
654842/26 Rialto Capital Mgt. v. Comstock Hldg. Companies, Inc.
151610/25 State Farm Fire And Casualty Co. v. Systems 2000 Plumbing Service Inc.
651230/26 Stripe Inc v. Stand Up NY 236 LLC

THURSDAY, OCT. 22

652067/20 East 14 Rlty. v. Patel
655389/26 Kalshiex LLC v. Yuvionix LLC

FRIDAY, OCT. 23

653936/26 Glatstein v. Cohen & Steers Et Al
651139/26 Leech Tishman Robinson Brog v. Crocker
654584/26 Pelham Plumbing & Heating Corp. v. Ideal Interiors Group
159367/22 Seidel v. Jack Resnick & Sons Et Al
161194/25 State Farm Fire And Casualty Co. v. Anderson

5 City Part

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

WEDNESDAY, OCT. 21

153683/20 Hernandez v. Extell Dev. Co.
805360/21 Juan Carlos Licona-Rubio v. Coa 200 E 34th LLC
805294/18 McGowan v. Korban
655331/26 Nat. General Assurance Co. v. NYC
152836/19 Picariello v. Turner Const. Co.
805134/22 Robinson v. Lakoff M.D.
451282/26 Shaikh v. The Estate of Alexander R.H. Walling
158013/21 Tiburcio v. 551-565 West 190 Prop. LLC Et Al
150920/17 Troche v. NYU Langone Medical Center

THURSDAY, OCT. 22

153222/20 Gayle v. 785 Park Ave. Owners Inc
805450/17 Germosen v. Hubbard
805405/19 Ramsey v. Vaynman
161277/20 Schwarz v. Tutor Perini Corp.
653390/26 Shen v. Evol Club NYC

FRIDAY, OCT. 23

805113/26 Boden v. The NY And Presbyterian Hosp. A/k/a NY - Presbyterian Hosp. Et Al
805057/23 Gonnelly v. Khadem M.D.
100921/26 Jean-Bart v. Lincoln Amsterdam House Inc Et
451350/20 Roque v. NYCH&HC And
153943/24 Scott v. NYC

Part 8

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

WEDNESDAY, OCT. 21

156737/24 Angwang v. NYC Police Dept.
152769/18 Becker v. 950 Third Ave.
158750/26 Bradley v. Principato
157040/26 Canales v. Miller Const. Services, Inc. Et Al
154986/24 Castagliola v. Safepan Scaffolding LLC Et Al
805130/26 Cooper v. Harlem Center For Nursing & Rehabilitation
651786/26 Douglas Elliman v. Leslie J. Garfield & Co., Inc. Et Al
157419/23 F.J. Sciame Const. Co., Inc. Et Al v. Five Star Electric Corp.
100259/24 Ganahl v. Dadaosatasores
161456/18 Henriquez Lirano v. 322 West 11th St.
160937/21 Ins. Co. of Greater NY As Subrogee of The 24-16 Queens Plaza South Condominium v. Ross & Associates LLC Et Al
151782/24 McLean v. 320 Park Ave. LLC Et Al
651135/25 The Board of Mgrs. of The 49 Chambers St. Condominium v. 49-51 Chambers LLC Et Al
160752/26 Zielinski v. NYC Dept. of Consumer And Worker Protection

THURSDAY, OCT. 22

151582/17 116 Park Deli Inc. v. NY Heating Corp.
655056/26 Baton Market Inc. v. Doria, Inc. Et Al
151853/17 Christina's Wine & Liquor v. NY Heating Corp.
153579/24 Shakik v. Be My Burger LLC Et Al
158429/20 Strautmanis v. Gmdc Two Corp.

FRIDAY, OCT. 23

161317/18 Allen v. Metro-North Commuter RR. Co. Et Al
805037/26 Individually And As Healthcare Proxy And Power of Attorney v. Inspir Carnegie Hill
159649/26 Kideckel v. Epstein Becker & Green

21 City Part

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

WEDNESDAY, OCT. 21

153081/24 Alami v. Metro North RR. Et Al
150185/23 Berdeguer v. NYCTA Et Al
161478/24 Blauman v. NYCTA Et Al
154012/24 Cagler v. NYCTA Et Al
156066/24 Carr v. NYCTA Et Al
451232/26 Diaz v. NYCTA Et Al
151314/18 Early v. NYCTA Aka
159347/24 Goudine v. NYCTA Et Al
150421/18 Kelley v. NYCTA
153695/20 Kodua v. Hierro-Bello
453181/22 Libman v. NYC Et Al
157292/23 Martinez v. NYCTA Et Al
451898/18 Morel v. NYCTA
153676/23 Peguero v. NYCTA Et Al
157839/22 Sanchez v. Metro. Transportation Auth. Et Al
159862/25 Soriano v. Ace Brokerage Inc Et Al
150611/19 Vargas v. Mta Bus Co.
153469/26 Wade v. NYC Et Al
100580/26 Wilson v. NYCTA
151779/23 Wilson v. NYCTA Et Al
151184/23 Wright v. NYC Et Al

THURSDAY, OCT. 22

161654/25 Abdu v. NYC Et Al
452281/22 Arias v. NYCTA Et Al
161368/25 Arredondo Vargas v. NYC Et Al
161455/19 Benjamin v. NYCTA
158363/25 Berzak v. NYCTA Et Al
155209/21 Biermann v. Vaux Condominium
150396/22 Bogunovic v. Lexington One LLC Et Al
161348/23 Boris v. NYC Et Al
157024/19 Borneo v. NYCTA
160866/24 Butler v. Xia
451836/25 Derby v. NYC Et Al
158646/21 Diagne v. Harlem Center Condominium Assoc., Inc. Et Al
150993/24 Fernandez v. NYCTA Et Al
451019/22 Garcia v. NYC Et Al
154137/23 Garcia v. NYC Et Al
155349/23 Ghattas v. NYCTA Et Al
158159/24 Goldberg v. Rainbow USA, Inc. Et Al
153002/20 Greenbaum v. NYCTA
150258/25 Grullon v. Mta Bus Co. Et Al
155861/24 Guy v. NYC Et Al
151194/21 Harrell v. NYC Et Al
158263/25 Heyliger v. Metro. Transportation Auth. Et Al
452844/24 Huang v. Metro. Transportation Auth. Et Al
152755/24 Iemola v. NYC Et Al
156917/24 Jille v. Mta Bus Co. Et Al
451733/19 Johnson v. NYC
152979/26 Khatun v. NYC Et Al
158029/19 Koutsoupakis v. NYC
159768/21 Lau v. Hyatt Corp. Et Al
157926/24 Leggard v. Harmony Rlty. Co., LLC Et Al
151822/24 Lopez v. NYCTA
152330/26 Lynskey v. NYC Et Al
156532/24 McGoldrick v. NYC And Et Al
158386/24 McKinley v. The NYCTA Et Al
155694/25 Merritt v. Waddy
154433/24 Mitnick v. NYC Et Al
452799/23 Mohamed v. NYCTA Et Al
160113/20 Mooney v. NYCTA
150830/26 Morales v. NYC Et Al
159708/23 Morrone v. 49 E. 96 Rlty. Corp. Et Al
160106/22 Pascual v. NYCTA Et Al
152262/22 Patterson v. NYCTA Et Al
158618/25 Perez v. Metro. Transportation Auth. Et Al
161902/24 Perlas Casareno v. NYCTA Et Al
153839/22 Placido v. NYC Et Al
156497/25 Portillo v. Mta Bus Co. Et Al
151805/23 Pullara v. Metro. Transportation Auth. Et Al
152734/24 Randall v. NYCTA Et Al
164350/25 Rappo v. 78 Co. L.L.C. Et Al
451304/26 Rivera v. NYC Et Al
154025/24 Rivero v. Jones
152649/23 Roa v. 291 Central Park West Partnership L.P. Et Al
157412/24 Rodriguez v. NYC Et Al
157699/25 Ross v. NYC Et Al
452009/23 Ryan v. NYCTA A/k/a Mta NYCTA
162488/19 Sanchez v. NYC
453784/25 Sandigo v. Persaud
154479/24 Seville v. NYCTA Et Al
150297/24 Sherritt v. The Metro. NYCTA Et Al
156623/24 Sier v. NYC Et Al
156393/24 Simms v. NYC Et Al
158880/24 Singh v. Rxr Prop. Mgt.
151818/22 Sinovoi v. Metro. Transportation Auth. Et Al
153333/25 Sookdeo v. Koropatnytskyi
452129/24 Spadaro v. NYC Et Al
400458/13 St. Cloux v. Park South Teanats Corp.
150505/23 Tam v. Annex Enterprise, Inc. Et Al
155387/24 Tanz v. T-A Rlty. Corp. Et Al
153770/23 Taylor v. NYCTA Et Al
155044/22 Torres v. NYC Dept. of Transportation Et Al
152781/21 Torres v. NYC
160573/25 Tuitt v. Metro. Transportation Auth. (mta) Et Al
155900/21 Weiner v. NYC Et Al
153170/21 White v. The NYCTA Et Al
155546/24 Yau v. Chh Rlty. LLC Et Al
150092/25 Zamora v. Metro. Transportation Auth. Et Al
159969/25 Zuniga v. The NYCTA Et Al

FRIDAY, OCT. 23

153339/23 Brown v. NYCTA Et Al
151230/23 Coello v. NYC Et Al
151952/19 Eady v. NYC
151342/22 Morales Mejia v. NYCTA Et Al
451612/16 Papadopoulos v. Metro. Transportation
452225/14 Rafee v. NYCTA
158899/20 Yu v. NYCTA

Motion

451612/16 Papadopoulos v. Metro. Transportation

Part 22 Motor Vehicle

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

WEDNESDAY, OCT. 21

157572/22 Izzard v. Salazar-Baez
153287/24 Reyes Ramirez v. Harlem Group Inc Et Al
164016/25 Rodriguez v. Nassau Candy Distributors, Inc. Et Al
154718/26 Sankareh v. Joseph

THURSDAY, OCT. 22

156049/26 Ahmad v. Frederic
150664/22 Aitabdellah v. Diamond
158183/24 Alcantara v. United Parcel Service
155716/24 Alvaro v. Mr. Bults Inc. Et Al
152491/21 Aragon v. Ahmed
153216/26 Bhatti v. 3w44 & 4w10 Acquisition LLC Et Al
160366/22 Castillo v. Fofana
157373/24 Cruz v. Fernandez
157576/22 Delacruz v. Atlantic Chestnut I Housing Dev. Fund Corp. Et Al
163718/25 Dolan-Wlasiuk v. Alcaide
154949/26 Estevez v. Uber Technologies, Inc. Et
155089/26 Eugenio v. Smith
152903/26 Flete v. Felix
157001/20 Francis v. Rubecindo
156867/25 Garcia v. Uphold Const. Corp. Et Al
151889/26 Harris v. Sava Serbian Orthodox Church Et Al
156455/26 Khan v. Motor Vehicle Accident Indemnification Corp.
150530/26 Leal Agustin v. Samb
164615/25 Li v. Kale Const., Inc. Et Al
151785/26 Manzoor v. Lyu
158398/20 Marco Cajamarca v. Wfp Tower D Co. L.P., Et Al
159993/24 Marin Giraldo v. 8h62 & 8h68 Acquisition
151423/23 Marroquin v. Omnibuild Const. Inc. Et Al
651179/26 McDarby v. Betances Health Unit, Inc. Et Al
161055/23 Mejia Nunez v. Jrm Const. Mgt. LLC Et Al
155043/25 Pardo v. Cousins NY Truck 2
160986/19 Pelaez Navarro v. Harlem Community Dev.
155560/26 Perlman v. Krantz
157377/22 Pilarte v. Wblm 14 Le Count Owner LLC Et Al
153862/24 Posniak v. Posniak
152032/24 Posniak v. Dobie
156852/24 Quishpi Poalasin v. Tishman Interiors Corp. Et Al
155704/26 Santiago v. Con Ed Co. of New York, Inc. Et Al
153055/21 Shenouda v. Board of Mgrs. of The 220
157781/25 St. Pierre v. Ahmed
150618/20 Suarez v. Jakubowicz
450988/19 Vazquez v. Omega Express Ltd

Motion

150664/22 Aitabdellah v. Diamond
158183/24 Alcantara v. United Parcel Service
155716/24 Alvaro v. Mr. Bults Inc. Et Al
152491/21 Aragon v. Ahmed
153216/26 Bhatti v. 3w44 & 4w10 Acquisition LLC Et Al
160366/22 Castillo v. Fofana
157373/24 Cruz v. Fernandez
157576/22 Delacruz v. Atlantic Chestnut I Housing Dev. Fund Corp. Et Al
154949/26 Estevez v. Uber Technologies, Inc. Et
152903/26 Flete v. Felix
157001/20 Francis v. Rubecindo
151889/26 Harris v. Sava Serbian Orthodox Church Et Al
156455/26 Khan v. Motor Vehicle Accident Indemnification Corp.
150530/26 Leal Agustin v. Samb
151785/26 Manzoor v. Lyu
159993/24 Marin Giraldo v. 8h62 & 8h68 Acquisition
151423/23 Marroquin v. Omnibuild Const. Inc. Et Al
651179/26 McDarby v. Betances Health Unit, Inc. Et Al
161055/23 Mejia Nunez v. Jrm Const. Mgt. LLC Et Al
155043/25 Pardo v. Cousins NY Truck 2
160986/19 Pelaez Navarro v. Harlem Community Dev.
157377/22 Pilarte v. Wblm 14 Le Count Owner LLC Et Al
153862/24 Posniak v. Posniak
152032/24 Posniak v. Dobie
153055/21 Shenouda v. Board of Mgrs. of The 220
157781/25 St. Pierre v. Ahmed
150618/20 Suarez v. Jakubowicz
450988/19 Vazquez v. Omega Express Ltd

FRIDAY, OCT. 23

156201/26 A. v. Booth
163879/25 Alvarado v. Bosak
158405/24 Anderson v. Dell
157589/25 Ayala Pinza v. Kurbanov
158615/25 Ayala Victoria v. Duarte Polanco
160074/24 Bashaw v. Sing
153260/24 Bernhardt v. Bredin
156322/25 Bordeau v. Mohammed
156328/25 Brown v. Auguste
164576/25 Cabrera Rojas v. 219 Owner LLC Et Al
158705/24 Chinchaladze v. Delacruz
163935/25 Cho v. Battaglia
154243/21 Clarke v. Rossetti
154803/24 Clarke v. Tibike
158341/25 Columna v. Johnson
164405/25 Cooke v. Vilmar
163696/25 Corte Quichimbo v. Selby Transportation Corp. Et Al
164066/25 Dallis v. Marcus
151299/23 Dekel v. Pavxpress Inc Et Al
163812/25 Denise Biggers v. Northwell, Inc. Et Al
158620/25 Diallo v. Shin
155913/24 Diamond v. Charter Communications, Inc. D/b/a Spectrum Cable Et Al
161066/23 Diblasi v. Medina
164193/25 Donlon v. Kaplan
158614/25 Edmond v. Ftg Car Service Inc Et Al
162211/24 Etienne v. All American School Bus Corp. Et Al
153606/20 Felder v. Personal Touch Home Aides of
157739/24 Fields v. Doe
157314/24 Foley v. Booth
157673/25 Gerald v. Wanda Coach, Inc.
163650/25 Glusband v. Tyner
164194/25 Hankins v. Hussain
155362/23 Holman v. Mar-Can Transportation Co. Inc. Et Al
153260/22 James v. Allied Universal Security Services
155884/25 Jimenez Ciprian v. Alvarado
164233/25 Johnson v. Agosto
153574/24 Kanter v. Bevney
164526/25 Kim v. Action Carting Environmental Services Inc. Et Al
158047/25 Kremer v. Lamons
153572/19 Lewis v. Academy Bus Lines
164364/25 Lizcano v. Commonwealth Worldwide Et Al
157132/22 Marquez v. Weber
162518/23 Marvo v. Diouf
161830/24 Mazid v. Lopez
155286/24 Medina v. Amazon Logistics, Inc. Et Al
163532/25 Metellus v. Miracle Wash Towel Supply, Inc. Et Al
162151/24 Molina Tellez v. Beard
154410/24 Olawunmi v. Mbaye
152007/23 Padilla v. NYC Et Al
154981/25 Palacios v. Herc Rentals Inc. Et Al
164149/25 Polun v. Donovan
151732/23 Quijano v. NY Wholesale Dry Cleaners
158116/24 Reyes Candia v. Hmo Hacking Corp Et Al
163927/25 Rickard v. Kings Pierre Taxi, Inc. Et Al
164016/25 Rodriguez v. Nassau Candy Distributors, Inc. Et Al
164045/25 Rosenberg v. Hyundai Lease Titling Trust Et Al
157274/23 Sedlis v. Murad
151282/24 Serulle Collante v. A&P Coat
153308/24 Singh v. Kabir
158850/23 Soriano v. Vicens
150561/24 The Estate of Peter Joseph Roberts v. Corsini
157118/23 Thomas v. The NYCTA Et Al
150542/25 Trock v. Purdy
161572/25 Vaughn v. Henry
160369/25 Villa Riera v. Jit
161374/24 Weng Keong v. NYC Et Al
164166/25 Wilkerson v. E & E Rigging & Machinery Co., Inc Et Al

Part MED-2

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

Early Settlement Part 1

Justice Miles J. Vigilante
80 Centre Street
Room 106

WEDNESDAY, OCT. 21

159359/17 Argonaut Ins. Co. v. 156 Bleecker Owners LLC
157942/21 Guayara v. H.P.S.O.N.Y., Inc.
160989/19 Perez Ortiz v. Daj Rlty. LLC
650318/18 Sentinel Ins. Co. v. Michelle Kuo Corp.

THURSDAY, OCT. 22

160453/23 Aprea v. Abc Const. Contracting Inc. Et Al
159604/20 Brice v. Consultantzee, Inc.
157576/22 Delacruz v. Atlantic Chestnut I Housing Dev. Fund Corp. Et Al
159625/17 Lennon v. Dolp 1155 Properties II LLC
153472/20 Martinez v. Hudson Yards North Tower
805336/17 Negron v. New Jewish Home
150475/23 Oefelein v. One NY Plaza Co LLC C/o Brookfield Office Properties
160986/19 Pelaez Navarro v. Harlem Community Dev.
157377/22 Pilarte v. Wblm 14 Le Count Owner LLC Et Al
160924/21 Tejada v. NYS Urban Dev. Corp. D/b/a Empire State Dev. Corp. Et Al

FRIDAY, OCT. 23

156440/17 Francis v. Turner Const. Co.
155161/19 K. v. NYC
157265/21 Miller v. 50 Hymc Owner LLC Et Al
161254/20 Teresa Rivera v. United Jewish Council of The East Side

Early Settlement Part 2

Justice Samuel E. Wilkenfeld
80 Centre Street
Room 106

WEDNESDAY, OCT. 21

160960/25 Melbourne v. NYC Et Al
150249/23 Moore v. NYC
160424/24 Sanchez v. NYC Et Al
155312/20 St-Louis v. Harbeck
156028/20 Valverde v. South And Cherry Condominium

THURSDAY, OCT. 22

160354/18 C An Infant By Her Fng v. NYC
154088/19 Hathorne v. NYC Et Al
158766/22 Martinez v. NYC Et Al

FRIDAY, OCT. 23

160125/24 Martinez v. NYC Et Al
156196/24 Mejias v. Village View Housing Corp. Et Al
450572/24 Metz v. NYC Et Al
158570/24 Miner v. NYC
156776/24 Northrop v. NYC Et Al
158324/24 Pinez v. NYC Et Al
158806/24 Rosario v. NYC Et Al
156742/17 Von-Sperling v. NYC Et Al

Part 27

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

Part 41

Justice Nicholas W. Moyne
80 Centre Street
Phone 646-386-3984
Room 327

WEDNESDAY, OCT. 21

155029/25 158 St. & Riverside Drive Housing Co., Inc. v. Two4 Design Architecture
152610/25 Abc Rbb 95-17a v. Kingstone Ins. Co.
161643/24 Adames v. Sherman 232 LLC.
657550/19 American Express Travel Related Services Co., Inc. v. Tri-State Camera Exch. Inc.
156849/24 Andre v. Ulysses Co. II LLC Et Al
654015/21 Aywid Rlty. Corp. v. Duman
152849/26 Azure 144th LLC v. Foriest
159924/24 Belmont Jr. v. 7 World Trade Center
155955/23 Burgos v. 65-67 W. 73rd St.
153831/22 Campbell v. NYC Et Al
159412/25 Carroll v. 1824 Park Ave. LLC
160514/26 Christiansen v. Darren K Indyke And Richard D Kahn in Their Capacities As The Co-Executors of The Estate of Jeffrey Edward Epstein Et Al
155478/25 Dennett v. Courtyard By Marriott NY Manhattan/central Park Et Al
155257/25 Doe v. Li
165196/25 Duncan v. NYC Police Dept.
158378/24 Elliott - Bloodman v. Shuhab Housing Dev. Fund Corp. (a N.Y. Not -For- Profit Corp.) Et Al
150856/24 Fernandes v. Urban Atelier Group
158601/23 Flores Morales v. Dast Hldg. Corp. Et Al
160739/24 Forkin v. Eljo Co.
157827/25 Haberlin v. Jp Morgan Chase Bank
151084/24 Iousoupov v. Costco Wholesale Corp.
652594/24 Jlj Capital LLC v. Resnikoff
157434/23 Lopez v. NYCHA
650822/22 Macarthur Properties I v. Turbo Hair Inc., D/b/a Kolor Bar NYC Et Al
161198/24 Maitland v. Branch Dev. Oswego
160705/22 Morgan v. Memorial Hosp. For The Treatment of Cancer And Allied Diseases Et Al
153753/22 Ostrovitch v. Times Square Tower Associates LLC
157083/23 Rodal v. Marriott Int'l Inc. Et Al
159719/23 Ryan v. The Cora Hoffman Center Et Al
650564/24 Second 800 No. 2 LLC v. Chai Care LLC Et Al
162246/23 Sharif v. East Side Auto Inc. Et Al
161088/23 Smith v. K-9 Dog Walking Service Et Al
155594/23 Vera Mishquiro v. Suffolk Const. Co. Et Al
150755/24 W. v. Whga Lenox Housing Associates
160789/24 Wilson v. NYC Et Al
652047/24 Windermere Owners LLC v. Isaacson
159891/25 Wingate v. East 124th St. LLC
651138/24 Xu v. Lu

THURSDAY, OCT. 22

653822/22 Aig Prop. Casualty Co. A/s/o Craig Lucas Et Al v. Rusk Renovations, Inc. Et Al
161705/24 Fed. Express Corp. v. Weatherman Inc.
100935/25 in The Matter of The Application of Michael Rodriguez v. The Family Court of The State of NY New York County
159580/23 Jozefiak v. The Tjx Companies, Inc. D/b/a Tj Maxx Et Al
654908/19 Marisol Hldgs. LLC v. Imagine Airport Ventures LLC
159902/25 Morales v. NYCTA Et Al
162383/26 Newburg v. Borkowsky Rubell M.D.
154141/26 Posner v. Lisa Bova-Hiatt As Chief Executive Officer of The NYCHA (NYCHA) Et Al
162184/23 Rivero v. NYC Et Al

Motion

161705/24 Fed. Express Corp. v. Weatherman Inc.
100935/25 in The Matter of The Application of Michael Rodriguez v. The Family Court of The State of NY New York County
159580/23 Jozefiak v. The Tjx Companies, Inc. D/b/a Tj Maxx Et Al
654908/19 Marisol Hldgs. LLC v. Imagine Airport Ventures LLC
159902/25 Morales v. NYCTA Et Al
162383/26 Newburg v. Borkowsky Rubell M.D.
154141/26 Posner v. Lisa Bova-Hiatt As Chief Executive Officer of The NYCHA (NYCHA) Et Al
162184/23 Rivero v. NYC Et Al

FRIDAY, OCT. 23

654326/25 57th & 6th Ground LLC v. Carnegie House Tenants Corp. Et Al
652025/21 Filacouris v. Fsm 336 Hldg. LLC Et Al
150632/23 Finkel v. Arnell Const. Corp. Et Al
158465/26 in Re B. S. An Infant v. Xyz School
155757/25 Lafayette-Astor Associates v. M & E Mott
653753/25 McLean v. E-J Energy
154746/26 Wright v. Aurora Tourism Services LLC Et Al

Motion

653753/25 McLean v. E-J Energy

Part 50

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

51 Matrimonial Part

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

WEDNESDAY, OCT. 21

654736/26 Engie Resources v. Vr Op
155386/26 Estate of Beulah Mae Mackey v. Citigroup Global Markets Inc. Et Al
160375/26 Gonzalez Espinoza v. Con Ed Co. of NY Inc. Et Al
654417/26 Opendeal Portal v. Arkhaus, Inc.
320906/26 Putra v. Gunawan
154598/25 Ullman v. Con Ed Co. of New York, Inc. Et Al
653938/24 Ultra Music Publishing Europe Ag v. Triplosette Entertainment Srl Et Al

Motion

320906/26 Putra v. Gunawan

THURSDAY, OCT. 22

652351/26 American Express Travel Related Services Co., Inc. v. Eklind Tool Co.
300535/25 Chenet v. Hernandez
365294/26 Chiucchini v. Chiucchini
365148/25 Herwitz v. Lynn
321946/24 Hochheiser v. Zelli
451242/22 Kulik v. Kulik
654069/26 Liberty Mutual Ins. Co. Et Al v. Jonas
154439/26 Lopez v. The Trustees of Columbia Univ. in NYC
320826/24 Russo v. Chambers
365089/21 Samuels v. Goicoechea

Court Calendars

301296/25 Seck v. Modou Ndao
365673/25 Simpson Dore v. Keibel
150764/24 State Farm Mutual Automobile Ins. Co. v. Cabrera
655043/26 Wasabi Sushi & Bento Ll3115 LLC Et v. New Wtc Retail Owner LLC Et
653284/26 Yue v. Lee

Motion

365148/25 Herwitz v. Lynn
365673/25 Simpson Dore v. Keibel

FRIDAY, OCT. 23

156379/26 36 Walker LLC v. Walker St. Owner LLC
159447/26 36 Walker LLC v. Walker St. Owner LLC
653924/26 Law Offices of Jonathan Y. Sue v. 11 W 32 Inc. Et Al
450555/24 Maldonado Ordonez v. Suazo
650772/26 Metro. Partners Group Admin. v. Oliphant USA
159544/16 Sommet v. Clare
654519/26 Somos Ipa v. Health Ins. Plan of Greater NY
452077/22 St. Vincent v. Johnson
158745/20 Tavares v. Dmz Real Estate
160568/26 Templier v. Fedcap Nyc, Inc.

Part 65

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

Part 73R Special Referee

**Justice Diego Santiago
60 Centre Street
Room 354**

Part 75R Special Referee

**Justice Stephen S. Burzio
60 Centre Street
Room 240**

Part 81R Special Referee

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

Part 84R Special Referee

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

FRIDAY, OCT. 23

156442/21 Surveillance Tech. v. NYC Police

Part 87R Special Referee

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

WEDNESDAY, OCT. 21

321600/23 Ben Osman v. Pelofi

THURSDAY, OCT. 22

303291/18 Carvajal-Hernandez v. Hernandez

Part 88R Special Referee

**Justice Deborah E. Edelman
60 Centre Street
Room 158**

THURSDAY, OCT. 22

155620/26 Chirayu Rana v. Jpmorgan Chase & Co. Et

Part 89R Special Referee

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

71 THOMAS STREET

Part 13

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

WEDNESDAY, OCT. 21

190092/24 Beckeman Jr. v. Foster Wheeler LLC Et Al
190064/25 Brescia v. Conopco, Inc., A Subsidiary of Unilever U.S., Inc. And D/b/a Unilever Home & Personal Care USA, Sued Individually And As Successor-In-Interest To Chesebrough Manufacturing Co. A/k/a Chesebrough-Ponds A/k/a Chesebrough-Pond's USA Co. And Fabe
190311/24 Campion v. Union Carbide Corp. Et Al
190144/23 Force v. 3m Co. Et Al
190199/21 Garland v. 84 Lumber Co. Et Al
190208/25 Harmon v. A.O. Smith Corp. Et Al
190076/24 Hickernell v. 3m Co. Et Al
190115/23 Hutchings v. Avon Prod.s, Inc. Et Al
190265/22 Karen Houlgate v. Avon Prod.s, Inc. Et Al
190017/25 Koczwara Sr. v. Air & Liquid Systems Corp.
190264/24 Luning v. Abb, Inc., Et Al
190038/24 Martin v. A.O. Smith Water Prods. Co Et Al
190135/25 McDermott v. Abb, Inc. Individually And As Successor in Interest To Ite Circuit Breakers, Inc Et Al
190296/25 McMahon v. Pfizer Inc. Et Al
190238/24 Moscato v. A.O. Smith Water Prods. Co Et Al
190039/23 Munnelly v. A.O. Smith Water Prods. Co Et Al
190181/21 Murawski v. American Biltrite, Inc., Individually And As Successor To Amtico Floors Et Al
190104/20 Paul v. 3m Co. Et Al
190085/22 Porpora v. A.O. Smith Water Prods. Co., Et Al
190065/25 Pugliese v. Amchem Prod.s, Inc., N/k/a Rhone Poulenc Ag Co., N/k/a Bayer Cropscience Inc Et Al
190008/22 Robins v. Aerco Int'l, Inc. Et Al
190174/23 Steggles v. Avon Prod.s, Inc. Et Al
190060/23 Victoria Johnson v. Avon Prod.s, Inc. Et Al
190042/25 Walden v. American Art Clay Co., Inc. Et Al
190141/25 Williams v. Conopco, Inc., A Subsidiary of Unilever U.S., Inc. And D/b/a Unilever Home & Personal Care USA, Sued Individually And As Successor-In-Interest To Chesebrough Manufacturing Co. A/k/a Chesebrough-Ponds A/k/a Chesebrough-Pond's USA Co. Et Al

Motion

190064/25 Brescia v. Conopco, Inc., A Subsidiary of Unilever U.S., Inc. And D/b/a Unilever Home & Personal Care USA, Sued Individually And As Successor-In-Interest To Chesebrough Manufacturing Co. A/k/a Chesebrough-Ponds A/k/a Chesebrough-Pond's USA Co. And Fabe
190042/25 Walden v. American Art Clay Co., Inc. Et Al

Part 18

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

WEDNESDAY, OCT. 21

951416/21 Crispin III v. Domestic And Foreign Missionary Society of The Protestant Episcopal Church Et Al
850003/16 Fym Millbrook LLC v. Weinberg
162026/26 Outten & Golden Llp v. Kim
950215/20 S. v. Archdiocese of NY

Motion

950215/20 S. v. Archdiocese of NY

THURSDAY, OCT. 22

950395/20 Martin v. Riverside Baptist Church Et Al
950624/21 P. v. Riverside Church in The City
453334/26 NYC Et Al v. Nunez

FRIDAY, OCT. 23

951468/21 John Doe And Mary Doe v. Klar

Part 23

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

WEDNESDAY, OCT. 21

190092/24 Beckeman Jr. v. Foster Wheeler LLC Et Al
190064/25 Brescia v. Conopco, Inc., A Subsidiary of Unilever U.S., Inc. And D/b/a Unilever Home & Personal Care USA, Sued Individually And As Successor-In-Interest To Chesebrough Manufacturing Co. A/k/a Chesebrough-Ponds A/k/a Chesebrough-Pond's USA Co. And Fabe
190311/24 Campion v. Union Carbide Corp. Et Al
190144/23 Force v. 3m Co. Et Al
190199/21 Garland v. 84 Lumber Co. Et Al
190208/25 Harmon v. A.O. Smith Corp. Et Al
190076/24 Hickernell v. 3m Co. Et Al
190115/23 Hutchings v. Avon Prod.s, Inc. Et Al
190265/22 Karen Houlgate v. Avon Prod.s, Inc. Et Al
190017/25 Koczwara Sr. v. Air & Liquid Systems Corp.
190264/24 Luning v. Abb, Inc., Et Al
190038/24 Martin v. A.O. Smith Water Prods. Co Et Al
190135/25 McDermott v. Abb, Inc. Individually And As Successor in Interest To Ite Circuit Breakers, Inc Et Al
190296/25 McMahon v. Pfizer Inc. Et Al
190238/24 Moscato v. A.O. Smith Water Prods. Co Et Al
190039/23 Munnelly v. A.O. Smith Water Prods. Co Et Al
190181/21 Murawski v. American Biltrite, Inc., Individually And As Successor To Amtico Floors Et Al
190104/20 Paul v. 3m Co. Et Al
190085/22 Porpora v. A.O. Smith Water Prods. Co., Et Al
190065/25 Pugliese v. Amchem Prod.s, Inc., N/k/a Rhone Poulenc Ag Co., N/k/a Bayer Cropscience Inc Et Al
190008/22 Robins v. Aerco Int'l, Inc. Et Al
190174/23 Steggles v. Avon Prod.s, Inc. Et Al
190060/23 Victoria Johnson v. Avon Prod.s, Inc. Et Al
190042/25 Walden v. American Art Clay Co., Inc. Et Al
190141/25 Williams v. Conopco, Inc., A Subsidiary of Unilever U.S., Inc. And D/b/a Unilever Home & Personal Care USA, Sued Individually And As Successor-In-Interest To Chesebrough Manufacturing Co. A/k/a Chesebrough-Ponds A/k/a Chesebrough-Pond's USA Co. Et Al

Part 29

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

Part 36

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

WEDNESDAY, OCT. 21

151633/21 25 West 26th St., Inc. v. Meller's Inc.
652949/26 Akf Inc. v. Moohogz Craft Bbq LLC Et Al
652593/26 American Transit Ins. Co. v. NY Presbyterian Hosp. A/a/o Jenna Jordan
154600/18 Arisa 5 Franklin LLC v. Board of Mgrs. of
652458/20 Berkley Ins. Co. v. Travelers Indemnity
151850/21 Board of Mgrs. of The 233 East 70th St. Condominium v. Macarthur Properties I
150320/20 Elite Smart Group Inc. v. Borges
157831/26 Hong v. Chen
152667/22 Orlitsky v. 33 Greenwich Owners Corp. Et Al
656111/21 Protetch v. Jocar Rlty. Co., Inc. Et Al
156464/19 Slater v. Mount Sinai Beth Israel
157008/21 Thomas Anthony Hldgs. LLC v. Goodbody

Motion

652949/26 Akf Inc. v. Moohogz Craft Bbq LLC Et Al

THURSDAY, OCT. 22

650090/26 American Express Travel Related Services Co., Inc. v. Renew Smiles
653202/21 Beslow v. Winford
164601/25 Carmine Ltd. Et v. Mazuryk
166724/25 F.A.B. Ltd. Liability Co. v. NYS Dept. of Health Et Al
156516/16 M. Robert Goldman & Co., Inc. v. Willwin
651809/26 Pirs Capital v. Ladas LLC Et Al
159935/23 Stephens v. Irie Caribbean Kitchen & Bakery

Motion

653202/21 Beslow v. Winford
164601/25 Carmine Ltd. Et v. Mazuryk
166724/25 F.A.B. Ltd. Liability Co. v. NYS Dept. of Health Et Al
651809/26 Pirs Capital v. Ladas LLC Et Al

FRIDAY, OCT. 23

152781/19 Kouyate v. 241 West 113th Owner
154664/26 NY Plantshed Corp. v. NYC
158660/26 Nijjar v. NYC Police Dept.
650249/25 The Board of Mgrs. of Gramercy Square Condominium v. Cabgram Developer LLC Et Al
653877/25 The Charter Oak Fire Ins. Co. v. Great Northern Ins. Co. Et Al

Part 46

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

THURSDAY, OCT. 22

152135/22 Menendez v. Trinity Centre LLC Et Al

Motion

160787/22 1576 Finest Deli Corp. v. Kookmin Best Ins. Co., Ltd (us Branch) Et Al

659768/25 Ankura Consulting Group v. 110 Sunshine Smoothies, Inc. Et Al
450876/22 NYC v. Oshiro
156883/20 Fleiss v. Keatinge
159305/25 Jeppesen v. Pri Us, Inc. Et Al
156737/22 L v. East River Family Center
154217/14 Ramirez v. 40 West 22nd St. Tenants

FRIDAY, OCT. 23

453580/26 Kenilworth Hldgs. LLC Et Al v. NYC Rent Guidelines Board

Motion

453580/26 Kenilworth Hldgs. LLC Et Al v. NYC Rent Guidelines Board

Part 55

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

WEDNESDAY, OCT. 21

850030/25 Fordham Landing North Hldgs. v. Mdbzjggs
166513/25 Premier Hotels LLC Et Al v. 58 West 47th St. LLC Et Al
655269/24 Syndigate Media Inc. v. Seeking Alpha Ltd.

Motion

850030/25 Fordham Landing North Hldgs. v. Mdbzjggs
166513/25 Premier Hotels LLC Et Al v. 58 West 47th St. LLC Et Al

THURSDAY, OCT. 22

162537/25 Barreto v. NYC Dept. of Education Et Al
655594/25 Meyers v. Certain Underwriters At Lloyds

FRIDAY, OCT. 23

651950/24 Allianz Global Risks Us Ins. Co. Et Al v. Cover Whale Ins. Solutions, Inc. Et Al
450965/20 NYC v. Crisari Rlty. Inc.
650013/25 Metro. Partners Group Admin. v. Nerney
157811/24 Oliver v. Jewish Home Lifecare D/b/a The New Jewish Home
153007/26 NYC v. The Land And Bldg. Known As 114 West 116th St.
450767/26 NYC v. The Land And Bldg. Known As 435 5 Ave.

Motion

651950/24 Allianz Global Risks Us Ins. Co. Et Al v. Cover Whale Ins. Solutions, Inc. Et Al
450965/20 NYC v. Crisari Rlty. Inc.
157811/24 Oliver v. Jewish Home Lifecare D/b/a The New Jewish Home
153007/26 NYC v. The Land And Bldg. Known As 114 West 116th St.
450767/26 NYC v. The Land And Bldg. Known As 435 5 Ave.

Part 58

**Justice David B. Cohen
71 Thomas Street
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Room 305**

WEDNESDAY, OCT. 21

150861/24 Aaa Architectural Hardware Co. Inc. v. Hippodrome Land Co.
159284/22 Argueta Gomez v. NYCHA Et Al
163534/25 Ascanta v. Esrt 1359 B'way.
155254/25 Banovic v. Oac 550 Owner LLC Et Al
157453/24 Barton v. Duane Reade, Inc. Et Al
100200/25 Battistotti v. Cubesmart Self Storage L.L.P.
152403/23 Brodsky v. 151 Bleecker LLC Et Al
150161/26 Camacho v. West 125th St. Rlty. LLC Et Al
155034/25 Campbell v. 2 B'way. LLC Et Al
162302/24 Capasso v. Rockefeller Center North
161242/24 Carrillo v. Il Tinello Ristorante Italiano
162030/25 Coronado v. Sm I Mms LLC Et Al
160370/21 Cruz v. Jgn Const. Corp. Et Al
157734/24 Daquilema-Andilema v. Harlem River Ninth Ave. Dev.
160777/26 De Laborde v. Bank of America
155306/24 Del Carmen Cruz v. 604 West 178th Corp. Et Al
150208/22 Diaz v. Terence Cardinal Cooke Health Care Center Et Al
154978/25 Douglas v. 539 West 54th St. LLC
150882/20 Elliott v. 509 W 34
153354/22 Farias v. Carve Food Emporium Inc. Et Al
152957/21 Fiondella v. 345 West 70th Tenants Corp.
652156/24 Fireman's Fund Ins. Co. Et Al v. Stillwater Prop. & Casualty Ins. Co. Et Al
161412/23 Fitzgerald v. Nat. RR. Passenger Corp.
154379/20 Flores v. Mt. Sinai Hosp.
158546/24 Gaiso v. Hudson Square Rlty.
154395/22 Gandarillas v. Mip One Wall St. Acquisitions LLC Et Al
154720/24 Georgiades v. Lenox Hill Neighborhood House, Inc. Et Al
157177/23 Glovitz v. Hlw Int'l Llp
151347/22 Gomez Nunez v. Nex Hldgs. LLC. Et Al
150262/25 Govt. Employees Ins. Co. v. 10 of 10 Med Supply
150317/25 Govt. Employees Ins. Co. v. Advanced Supplies of NY Corp. Et Al
156935/24 Govt. Employees Ins. Co. v. Bds Diagnostic Corp. Et Al
153192/22 Grant v. Pofi Const.
152024/24 Green v. 42nd And 10th Hotel
150770/24 Guarango Arias v. Pyramid Restoration NY LLC. Et Al
160905/24 Gutierrez v. Efron
161999/24 Hanley v. United Parcel Service
161365/25 Hernandez v. 304 Pas Owner LLC Et Al
155116/24 Huang v. Gc Shl
163176/25 Hwaida Sansour v. NYU Langone Health Systems Et Al
162320/25 Katarina v. Ajal
153594/25 Ketchattrariyakul v. Crown Castle Ng East LLC Et Al
100389/26 Knight v. The Bridge Inc.
152965/25 Lachos Segura v. Monadnock General Contracting, Inc. Et Al
159739/21 Lema Taday v. Jcmc West 34 Owner LLC Et Al
151835/21 Lewis v. Jumel Terrace Rlty.
155788/24 Lugo v. Deluxe Delivery Systems Inc. Et Al
162991/25 Mamegonian v. Renaissance West Associates LLC
159437/22 Marti v. Velaquez Cadavid Hldgs. Corp Et Al
159655/26 Mba v. Constantine
154455/25 McArthur v. Gilston Electrical Contracting
158406/25 McCarthy v. 3719 Main
163944/25 McDonough v. Dovom
156618/25 Melendez v. Harlem United Community Aids Center, Inc. (harlem United) Et Al
150936/25 Merritt v. Suffolk Const. Co., Inc. Et Al
154323/25 Miller v. Urban-Scape LLC Et Al
155468/23 Moncayo Rodriguez v. Empire Mgt. & Const. LLC Et Al
654144/22 Nassar v. Cook
157325/25 Ortiz Narvaez v. Lettire Const. Corp. Et Al
156956/19 P. v. NYCHA
153255/24 Parks v. NYCHA
155045/24 Parrot v. 375 Park Fee LLC Et Al
159423/24 Perez v. West 114 LLC Et Al
155457/20 Pinanez v. Toll NY II L.P.
150122/25 Polanco v. 562 W 193 LLC
152066/25 Quiroz Alarcon v. First River
153747/23 Reinoso Remache v. Avdoo & Partners Const.
150386/24 Riabov v. NYU Hosps. Center Et Al
164597/25 Rodriguez v. Cascada Dental
150244/21 Rodriguez v. Gvs Properties IV
151170/24 Roldan Mena v. Stone 33
156572/25 Rosa v. Amalgamated Bank Et Al
162064/23 Rudick v. Hiller P.C. Et Al
150291/25 Schreiner v. 120-22 W 25 St. LLC Et Al
101787/18 Spanierman v. 4 Park Ave. Associates
152309/25 Taylor v. Charles H. Housing Associates
156932/24 Turcios Siguenza v. 28-90 Review Ave Prop. Owner LLC Et Al
156082/25 Veras v. 519-521 West 189th LLC Et Al
152613/26 Wang v. Lam
162494/25 Watson v. Wilson
651161/24 Wisdom Global Rlty. NY LLC v. Pearson Music And Sound Design Et Al
651243/24 Zepsa Industries, Inc. v. 401 West Prop. Owners

THURSDAY, OCT. 22

151897/25 Calle v. Legacy Yards Tenant Lp Et Al
154589/19 Guerrero Sotelo v. Herald Square Owner
155981/19 Silva Calderon v. Bond St. Owner LLC

FRIDAY, OCT. 23

152293/19 A v. NYCHA
100034/26 Cloud v. Care For The Homeless
154662/26 NY Plantshed Corp. v. NYC
154663/26 NY Plantshed Corp. v. NYC
154666/26 NY Plantshed Corp. v. NYC
160818/25 Sabulis v. Lycee Francais De NY Et Al

Part 56

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

WEDNESDAY, OCT. 21

805290/22 Albino v. NYU Langone Medical Center D/b/a NYU Langone Health Systems Et Al
805063/26 Alenick v. Atallah M.D.
805330/23 Alexandr Zolotarevskiy As Administrator of The Estate of v. Entire Care Inc. Et Al
805237/21 Ayoub v. Kassir M.D.
805499/23 Benjamin v. Kiran M.D.
805006/25 Boyle v. Isaacson D.P.M
805253/24 Huebsch v. Blitz
805350/24 Whaley v. Coleburn M.D.

THURSDAY, OCT. 22

805055/23 Hall-Tipping v. Chabot M.D.
805066/24 L. v. Dobrenis M.D.
805375/23 Mendez v. Palmas
805372/24 Small v. Tornambe M.D.

FRIDAY, OCT. 23

805167/24 Chirico v. Simpson M.D.
805214/24 Coleman v. New York-Presbyterian Hosp. - Columbia Presbyterian Center Et Al
805082/24 Pichardo v. Marc Bessler

Motion

805167/24 Chirico v. Simpson M.D.

111 CENTRE STREET

Part 25 Guardianship

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

WEDNESDAY, OCT. 21

151107/12 Castro v. NYC
154760/20 Eversley v. NYC
153267/19 Fernandez v. NYC Et Al
158050/23 Fleck v. NYCHA
151485/21 Gray v. Moran
151439/22 Montalvo v. Con Ed Co. of NY Et Al
152310/22 Mora v. NYCHA Et Al
153204/21 Patricio Palma v. NYC Et Al
155312/20 St-Louis v. Harbeck
100333/25 Tressa O'Brian Also Known As Tressa Belfonte And M.O. (minor) v. NYC Dept. of Education

FRIDAY, OCT. 23

156383/26 Palaguachi v. NYC Et Al
156027/22 Serbin v. NYC Et Al

Part 35

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

WEDNESDAY, OCT. 21

165000/25 Infinity Select Ins. Co. v. Djuraev
653822/25 King v. NYS Div. of Human Rights Et Al
162501/23 Leon Wamputsrik v. Hp Marcus Garvey Housing Dev. Fund Co., Inc. Et Al
655970/17 Mammoth Entertainment, Inc. v. Global Poverty Project, Inc.
154953/26 Montgomery Trading LLC v. NYC Office of Administrative Trials And Hearings Et Al

THURSDAY, OCT. 22

101094/25 Gordon v. NYC
101093/25 Gordon v. NYC
156649/26 Ponder v. Berkovitch & Bouskila
650405/26 The Board of Directors of 81st St. Residence Corp. v. Joy Parking LLC Et Al
650969/26 Ward III v. 34-36 East 10th St. Corp.

FRIDAY, OCT. 23

100783/26 Carrillo v. Metro. Transportation Auth.
151935/25 Combs v. Nbcuniversal Media
161704/26 Doe v. Cornell Univ., Inc. Et Al
161790/25 Jeune v. Tao Downtown Nightclub Et Al
154255/25 Krokowski v. Metro. NYCTA Et Al
154501/25 Reginald v. The Brook, Inc.
155824/23 Rodriguez v. A&E Real Estate Mgt.
155043/26 State Farm Fire And Casualty Co. v. 365 Medical Dme, Inc. Et Al
165117/25 Super Pc Systems Inc. v. Ravangpal
157736/26 Westside Haven LLC v. Legacy Stairs & Millwork, Inc.

Part 31

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

WEDNESDAY, OCT. 21

653939/24 Adams v. Bespoke Harlem West
656897/22 American Transit Ins. Co. v. De Silvestre
652699/23 American Transit Ins. Co. v. Franco
654004/22 American Transit Ins. Co. v. Maldonado
156990/24 Bayer v. Maz Mezcal Inc.
152759/24 Bichsel v. Robin Zendell LLC Et Al
655043/22 Board of Mgrs. of The 84 Bedford Condominium v. Pamela Court LLC
150887/24 Cruz v. 99-12 65th Road
155988/22 Dreveniak v. Mlj Contracting Corp. Et Al
650054/25 Fisher v. Natural Assets Fund
161091/23 Hernandez v. Jewish Community Center of Staten Island
156332/24 Hertz Vehicles v. American Medical Initiatives
159137/26 Lipman v. Lederman
156297/25 Mahoney v. Camba Housing Ventures, Inc. Et Al
655425/24 Mimi So Int'l v. The New School
100679/26 Mitchell v. Hamad
161500/25 Rumble v. Nat. Hockey League
160089/24 Silva-Gomez v. Madison Square Garden Entertainment Corp. Et Al
159154/24 State Farm Indemnity Co. v. Adult Health Np NYC P.C. Et Al
153206/26 Stein v. Basith
152919/24 Stephen v. Hotel L.P. And
157939/25 Stork v. Mount Sinai Hosps. Group Inc. Et Al
151698/24 T&J 2006 v. Convenience on Columbus Corp.
157901/24 Turquoise Estates LLC v. Ag Const. Group Inc.
152326/20 Underdue v. NYC
157860/25 Vackner v. Metro. Transportation Auth. Et Al
653125/24 Van Schaik v. Mercedes-Benz USA
157814/24 Wade v. Dynasty Mgt. Inc. D/b/a Lam Group
652607/26 Win Prop. Mgt. LLC v. William Cox Et Al
654917/24 Workspace 11 LLC v. Sciame Const.
162292/23 Xochiateno Urbano v. Brookhaven Residences LLC Et Al

Motion

655043/22 Board of Mgrs. of The 84 Bedford Condominium v. Pamela Court LLC
159137/26 Lipman v. Lederman
100679/26 Mitchell v. Hamad
653125/24 Van Schaik v. Mercedes-Benz USA
654917/24 Workspace 11 LLC v. Sciame Const.

THURSDAY, OCT. 22

151782/26 Cook v. Skanska USA Bldg. Inc. Et Al
153713/24 Enrique Riquiac Panjoj v. NYC Et Al
152410/24 Hanhanan v. 5 Beekman Master Tenant
652999/26 Ims Fund South v. Fiserv, Inc. Et Al
653615/26 Mitchell v. Brooks Quayle Global Resourcing LLC
157901/24 Turquoise Estates LLC v. Ag Const. Group Inc.

Motion

153713/24 Enrique Riquiac Panjoj v. NYC Et Al

FRIDAY, OCT. 23

153083/26 Franpearl Equities Corp. v. Dcm Gc Prop.
154667/26 NY Plantshed Corp. v. NYC
159016/25 Pollack v. Regev
152517/26 Schlesinger v. Wells Fargo Home Mortgage Et Al
155627/26 Sina & L Prop. LLC Et Al v. 50 Lex Dev. LLC Et Al

Motion

155627/26 Sina & L Prop. LLC Et Al v. 50 Lex Dev. LLC Et Al

32 Mortgage ForeclosurePart

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

WEDNESDAY, OCT. 21

850364/24 Axos Bank v. Cohly
850418/26 Deutsche Bank Trust Co. Americas v. Rotonda
850424/26 Deutsche Bank Trust Co. Americas v. Zap 11c LLC Et Al
850468/23 Doyle v. American Irish Historical Society Inc. Et Al
850681/23 Emigrant Bank v. Sommer
850043/18 Hsbc Bank USA v. Nicola Nicholas
850339/26 Jpmorgan Chase Bank v. Johnson
850408/24 Newrez LLC D/b/a Shellpoint Mortgage Servicing v. Marius
850388/24 Peny & Co., L.L.C. v. Philadelphia Community Services Housing Dev. Fund Corp. Et Al
850209/25 U.S. Bank Trust Co. v. Kent
850451/25 U.S. Bank Trust Nat. Assoc. v. Polanco
850048/22 U.S. Bank v. Torati
850072/26 Wells Fargo Bank v. Gilbert
850401/26 Wilmington Savings Fund Society v. Arfa

THURSDAY, OCT. 22

850330/25 57th St. Vacation Owners Assoc., Inc., By And Through Its Board of Directors v. Baars Casey
850147/24 57th St. Vacation Owners Assoc., Inc., By And Through Its Board of Directors v. Garcia-Henry
850275/23 57th St. Vacation Owners Assoc., Inc., By And Through Its Board of Directors v. McDermott
155013/23 Bergman v. The Bank of NY Mellon Fka The Bank of New York, As Trustee For The Certificateholders of The Cwmbs, Inc., Chl Mortgage Pass-Through Trust 2006-Hyb1, Mortgage Pass Through Certificates Series, 2006-Hyb1
153744/26 Board of Mgrs. of 222 Riverside Drive Condominium v. Vidaver
850038/24 Flushing Bank v. Gach
850095/23 Hny Club Suites Owners Assoc. Inc., By And Through Its Board of Directors v. Brickland
850202/23 Hny Club Suites Owners Assoc. Inc., By And Through Its Board of Directors v. James
850236/23 Hny Club Suites Owners Assoc. Inc., By And Through Its Board of Directors v. McLean
850188/25 Maspeth Fed. Savings And Loan Assoc. v. Friedman
850164/15 Nationstar Mortgage LLC v. Slavutsky
850337/26 Pci III Preferred Equity Issuer LLC v. West 48th Hldgs. LLC Et Al
154740/22 Pinko Retail LLC v. Okl Hldgs., Inc.
655124/26 Pryor Cashman Llp v. The Olb Group, Inc.
165591/25 State Farm Fire And Casualty Co. v. Felix
850204/26 Wells Fargo Bank v. Tsty Owner LLC Et Al

FRIDAY, OCT. 23

652309/26 110 Greene Fee Owner Lp v. Wolf1834 Inc. Et Al
650818/26 American Transit Ins. Co. v. Fariha Aidah Ali Et Al
850007/19 Bil-Man Asset Mgt. LLC v. M & T 99 Lafayette Inc.
850479/23 Citimortgage v. Crescent St. Ventures LLC Et Al
158628/26 Dowling v. NYC Dept. of Bldgs. Et Al
652821/26 Harleysville Ins. Co. of NY Et Al v. Mt. Hawley Ins. Co. Et Al
850312/26 Hilton Resorts Corp. v. Englund
156230/26 NYCTL 2025-A Trust v. Shokirova
850415/24 The Bank of NY Mellon Fka The Bank of NY Successor Indenture Trustee To Jpmorgan Chase Bank, N.A., As Indenture Trustee on Behalf of The Noteholders of The Cwheq Inc., Cwheq Revolving Home Equity Loan Trust, Series 2006-B v. Fareed
161715/23 The Board of Mgrs. of The Walton Condominium v. Gray
850151/26 Wilmington Savings Fund Society v. Lu

Part 38

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

WEDNESDAY, OCT. 21

652254/26 1045 Union Associates v. Salamon
850233/24 175 West 76th St. LLC v. Lichter Real Estate Number One
659136/24 American Transit Ins. Co. v. Davis
653870/24 American Transit Ins. Co. v. Harper
659094/24 American Transit Ins. Co. v. Mitchell
654601/24 American Transit Ins. Co. v. Travis Lazare Et Al
653479/26 Ark Industries Private Ltd. v. Jak Apparel Group LLC Et Al
651311/25 Chicago Title Ins. Co. v. Northway Title Agency, Inc., Et Al
157295/24 Diaz v. 420 West Investors LLC Et Al
652704/25 Eic Associates, Inc. v. NYC
161795/26 Gibson v. NYC Dept. of Small Business Services
157657/24 Govt. Employees Ins. Co. v. Advanced Orthopaedics Pllc Et Al
161331/24 Govt. Employees Ins. Co. v. Advanced Supplies of NY Corp. Et Al
651942/23 Harleysville Ins. Co. v. Selective Ins. Group, Inc. D/b/a Selective Ins. Co. of American Et Al
656584/25 Keleops Ag v. Howl Technologies
653845/16 Mept 757 Third Ave. LLC v. Rosen Seymour Shapss Martin
156167/26 Pitts v. Manhattan Lasik Center Et
157420/26 Ray v. Hudson 46 Inc.
153520/24 Rodriguez v. Lm General Ins. Co.
452906/24 Sales v. Justiniano
160536/26 Scott v. The Trustees of Columbia Univ. in NYC
161383/24 State Farm Mutual Automobile Ins. Co. v. Andrew Adlerstein
651911/23 Wagner Associates LLC v. Shapiro

Motion

850233/24 175 West 76th St. LLC v. Lichter Real Estate Number One
656584/25 Keleops Ag v. Howl Technologies
452906/24 Sales v. Justiniano

THURSDAY, OCT. 22

156716/18 Marquez Mendez v. Rockefeller Center, Inc.

Motion

156716/18 Marquez Mendez v. Rockefeller Center, Inc.

FRIDAY, OCT. 23

651390/24 Harran Hldg. Corp. v. Noor
161038/17 Horizon Contracting v. Rli Ins. Co.

Part 42

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

WEDNESDAY, OCT. 21

153115/24 273-275 Grand St. Associates LLC v. Jmx Studio Corp
650339/25 Fares v. Gregory Towers Et Al
155897/26 Fensterstock v. 36 Greene St. Corp. Et Al
154291/26 Hernandez v. Down & Feather Co.
152732/26 Jams LLC v. The Board of Mgrs. of The Grand Chelsea Condominium Et Al
165308/25 Public Administrator of NY County v. Bradshaw
655136/21 Richmar Controls And Service Co., Inc. v. Bison Mechanical LLC Et Al
654460/25 Seamen Audobon Associates III v. Td Bank
654697/25 Starr Associates Llp v. Cybul

Motion

155897/26 Fensterstock v. 36 Greene St. Corp. Et Al

THURSDAY, OCT. 22

654045/26 Ac Ocean Walk v. Wizman
451566/25 Park v. Silverstein
161895/26 Parkside Funding Group LLC v. The Huntington Nat. Bank

FRIDAY, OCT. 23

653379/26 Biltmore General Contractors Inc. v. NYC School Const. Auth.
156589/26 Flores Fernandez v. Big Apple Plumbing Corp. Et Al
158377/26 Thomas v. A Pl. For Rover, Inc. Et Al

Part 47

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

WEDNESDAY, OCT. 21

Motion

161270/19 Coronado v. Vorea Const.
154529/21 Dyckman Srp LLC v. Abm 96 Rlty. LLC Et Al

THURSDAY, OCT. 22

Motion

150135/26 Bernstein v. Paramount Global Et Al
155525/19 Greene v. 304 West 88th St.
651255/24 Kogan v. Scamperle
154241/19 Valle v. Board of Mgrs. of 20-30

52 City Part

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

WEDNESDAY, OCT. 21

158457/22 A. v. NYC Et Al
156298/16 Agosto-Jackson v. NYC
161704/19 Almodovar v. NYC
157305/26 Altidor v. NYC
158508/24 Anderson v. NYC Et Al
153059/24 Atamian v. NYC
452332/23 Austin v. 1407 B'way. LLC Et Al
160589/23 Betances v. NYC Et Al
160575/25 Bey v. NYC Et Al
150490/26 Brito Perdomo v. 2120 Third Ave. Corp. Et Al
453316/26 Buddhu v. NYC Et
161658/24 Clover v. NYC Et Al
151875/22 Combs III v. NYC Et Al
150764/21 Cordovano v. NYC Et Al
151425/23 D'Alessio v. NYC Et Al
154344/25 Demunn v. NYC Et Al
150926/21 Diaz Elias v. Riverside Park Conservancy, Inc. Et Al
157522/24 Elias v. NYC Et Al
156218/25 Fnu v. NYC Et Al
162553/23 Fuentes v. NYC
450191/23 Gaither v. NYC Et Al
151886/22 Harris v. NYC
154154/21 Harris v. NYC
161711/25 Hedgepath v. Cg Maiden Member
160872/20 Hernandez v. NYC Et Al
150708/24 Hoffman v. NYC Et Al
153509/25 Ingram v. Indoor Hoops Inc. Et Al
451524/21 James v. NYC
157940/24 Kleppel v. Maret
101277/25 Knight v. NYC Et Al
156531/24 Landowne v. Con Ed, Inc. Et Al
153456/24 Leger v. NYC Et Al
155912/21 Legister v. NYC Et Al
450827/26 Lei v. NYC Et Al
156615/21 Liebowitz v. NYC Et Al
150327/24 Lopez v. Rzr 36th Ave. LLC Et Al
153259/18 Lynch v. NYC
159983/21 Malloy v. NYC
155292/25 Margiotta v. NYC
151204/17 McCray v. NYC
159227/20 Meme v. NYC Et Al
158580/23 Mohammed v. NYC Et Al
157589/24 Morel v. NYC
154272/21 Moss v. NYC Et Al
154824/23 Nanez v. NYC Et Al
654482/16 Perez v. NYC Et Al
156901/24 Pitts v. Riverside Park Conservancy, Inc. Et Al
153556/25 Portnoy v. NYC Et Al
450093/16 Ramos v. NYC
152975/21 Robinson v. NYC Et Al
157500/19 Rosa v. NYC
160820/20 S. v. NYC
160424/24 Sanchez v. NYC Et Al
151926/21 Santos v. NYC Et Al
158324/23 Seelal v. NYC Et Al
450417/20 Shimshon-Sagy v. NYC Et Al
150761/24 Slade v. NYC Et Al
150906/24 Steinsky v. NYC Et Al
158813/21 Stone v. NYC Et Al
161494/23 Torres v. NYC Et Al
451148/24 Tyme v. NYC Et Al
156269/18 Wallach v. NYCH&HC And
158157/23 Williams v. NYC
453179/22 Wright v. NYC Et Al

THURSDAY, OCT. 22

156963/24 Spindell v. 401 East 58th St. LLC Et Al

62 City Part

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

WEDNESDAY, OCT. 21

100877/25 Beltzer v. NYC
150249/23 Moore v. NYC
161972/25 Nardini v. NYC Et Al
159978/23 Read v. NYC Et Al

THURSDAY, OCT. 22

153802/24 Avecias Martinez v. NYC Et Al
160073/22 B. v. NYC Et Al
157815/22 Bascon v. NYC Et Al
157006/23 Batki v. 850 Third Ave. Owner LLC Et Al
151952/23 Brazas v. NYC Et Al
451793/24 Chen v. Doe
153281/22 Chong v. Brunei Darussalam Mission To The United Nations Et Al
155650/20 Cosenza v. NYC
154062/24 Delacruz v. NYC
151927/24 Delizio v. NYC Et Al
156062/19 Fernandez v. NYC
155977/20 Gomez v. NYC
154442/19 Gonzalez v. Con Ed Co.
100847/22 Gonzalez v. NYC
151267/25 Guerrero v. NYC Et Al
160821/23 Hall v. Con Ed Co. of New York, Inc. Et Al
156784/24 Harris v. NYC Et Al
154088/19 Hathorne v. NYC Et Al
155507/22 Hayes v. NYC Et Al
158354/22 Hossain v. NYC Et Al
158391/22 Ins. Co. of Greater NY As Subrogee of 130 East 75th St. Owners Corp. And 130 East 75th St. Condominium v. NYC
155810/23 Jemide v. Juishing
156917/22 Johnson v. NYC Et Al
156992/23 Jones v. NYC
159312/20 Kenneth P. Silverman v. NYC Et Al
150676/25 Knight v. NYC Police Dept. Et Al
155642/23 Margold v. Tully Const. Co. Inc. Et Al
154494/18 Martin v. St. John Court Owners Corp.
152492/24 Medina v. NYC Et Al
153497/23 Melian v. Chiluiza
160719/22 Monroe v. NYC Et Al
154044/19 Morette v. NYC
151940/23 Orozco Jr. v. NYCH&HC Corp. Et Al
162453/19 Parker v. McDonalds Et Al
155026/23 Pisano v. NYC Et Al
159458/20 R. v. NYC Dept. of Education Et Al
150070/26 Ramos Sr. v. NYC Et Al
151190/23 Randolph v. NYC Et Al
450565/26 Robinson v. NYC Et Al
151900/21 Rose v. NYC Et Al
100743/25 Sanchez Cordero v. Traffic Enforcement Dist.
151746/25 Sarry v. NYC Et Al
159916/22 Strickland v. NYC Et Al
158470/23 Timmons v. NYC Et Al
100099/21 Todie v. NYC
150079/22 Warren v. Clinton Housing Dev. Co., Inc. Et Al
158752/23 Weber v. NYC
164301/25 Westchester Surplus Lines Co. A/s/o Crunch, LLC And Other Named Insureds Under Policy D39194090 001 Et Al v. NYC Et Al
153289/22 Whitehurst v. NYC Et Al
154987/22 Zahoor v. NYC Et Al
156652/18 Zucker v. NYC

Motion

155650/20 Cosenza v. NYC
156062/19 Fernandez v. NYC
154494/18 Martin v. St. John Court Owners Corp.
154044/19 Morette v. NYC
450565/26 Robinson v. NYC Et Al
154987/22 Zahoor v. NYC Et Al

FRIDAY, OCT. 23

153957/23 Bruno Jr v. Casita Park Housing Dev. Fund Corp. Et Al
153618/26 Creese v. NYC School Support Services, Inc.
159037/25 Hulsey v. NYC Et Al
153348/26 Tell v. 9 West 73rd St. LLC Et Al

Integrated Domestic ViolencePart

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

WEDNESDAY, OCT. 21

302502/10 Kass v. Machles

THURSDAY, OCT. 22

365126/22 Efron v. Efron
365025/25 Hayes-Cauthen v. Cauthen
365484/23 Hopkins v. Hopkins
365118/24 Zanet v. Zanet

CRIMINAL TERM

Part Tap A

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

Part Tap B

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

WEDNESDAY, OCT. 21

Malik Allen
Everton Bartley
Javon Christopher
Joseph Dougherty
Kareem Felder
Willie Foster
Igor Golkov
Janavia Marable
Thomas Mcfield
Gilbert Morales
Yancarlos Munoz
Evan Rabin
Yambaje Samson
Selekee Sangare
Darris Thomas

Part 22

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

WEDNESDAY, OCT. 21

Enmanuel Ortiz
Igor Vaksman

Part 23

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

Part 31

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

Part 32

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

WEDNESDAY, OCT. 21

Andrew Abdullah
Nathaniel Alba
Shanya Allen
Hilal Alsaidi
Kevin Bransky
Benjamin Bulman
Angelo Colon
Damani Cromartie
Sharmell Cunningham
Destiny Davis
Guillermo De La Rosa Rodrigu
Juan Delgado
Steven Dorn
Anthony Echevarria
Alonzo Fitzgerald
Loris Gabriel
Corvasse Hudson
Tyquane Jemmott
Brandon Jones
Oliver Lemaine
Terence A. Lewis
Jian Wen Liu Zheng
Tyrone Massey
Eduardo Muese
Eduardo Mueses
Henry Nievesrivera
Damien Norman
Ricardo Ortega
Ricardo R. Ortega
Marquis Phillips
Marcy Pollan
Johnatan Ramirez
Tommy Ramos
Jadon Regis
Brewster Rosado
Jasmine Ruiz
Deris Salgado
Maguette Sene
Donavan Stennett
Ibrahim Toure
Arjun Tyler
Gerald Vailes
Elvin Valder Ramos
Elton Vasquez
Juan Vasquez
Nuri Washington
Terrence Waynes
Charles Wengert

Part JHO/Part 37

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

Part 41

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

WEDNESDAY, OCT. 21

Joseph Makhani

Part 42

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

WEDNESDAY, OCT. 21

Shivam Ashoka
Victor Rodr Ayala Pacheco
Saneel Boodram
Donna Cothran
Damont Dillard
Oscar Feliz
Ansel Goolcharan
Kevin Harris
Sylvon James
Derrick Johnson
September Johnson
Jamaal Josephs
William Julian
Wei Li
Joshua Lindsey
Caridad Luberza
Ahmad Mossad
Daniel Ohebhshalom
Alejandro Peralta
Maurice Poole
Gavin Rameshwar
Ryan Reynoso
Jose Rodriguez
Chozen Sanders
Donta Shuron
Unique Sparks
Shakyra Thompson
Hector Torres
Daniel Walker
Rashawn Williams

Court Calendars Continued On Page 18

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Contact: Shawn D. Phillips **Phone:** 215-557-2340 **Email:** shawn.phillips@alm.com

FOUNDATIONS

THE ANNUAL RETURN OF Alfred & Anita Schnog Family Foundation. For the calendar year ended December 31, 2025 is available at its principal office located at 3516 Watercraft Ferry Avenue, Wilmington, NC 28412 for the inspection during regular business hours by any citizen who requests it within 180 days hereof. Principal Manager of the Foundation is Anita Schnog.
32524 o21

THE ANNUAL RETURN OF The Shirley & William Fleischer Family Foundation. For the [calendar] year ended 2025 is available at its principal office located at 330 7th Avenue Suite 1003 New York, NY 10001 for the inspection during regular business hours by any citizen who requests it within 180 days hereof. Principal Manager of the Foundation is Steven D Fleischer, Esq.
32511 o21

LIQUOR LICENSES

NOTICE IS HEREBY given that an On-Premise Restaurant Liquor License, NYS Application ID: NA-0340-26-128121 has been applied for by Air Cafe LLC to sell liquor, beer, wine and cider at retail in an on-premises restaurant establishment. For on premises consumption under the ABC Law at 1 West 67th Street New York NY 10023
32210 o14-W o24

LIMITED LIABILITY ENTITIES

NOTICE OF FORMATION of TREESTONE ADVISORY CPA PLLC. Arts of Org filed with Secy. of State of NY (SSNY) on 8/25/2026. Office location: Nassau County. SSNY designated as agent upon whom process may be served and shall mail copy of process against PLLC to 19 Spaulding Ln, Inwood, NY 11096. Purpose: any lawful act.
31097 S16 W O21

Notice of Formation of DIANE RUBINO PSYCHOTHERAPY, LCSW, PLLC. Articles of Organization filed with SSNY on 05/20/2026. Office Location: Westchester County. SSNY designated as agent of the PLLC upon whom process against it may be served. SSNY shall mail process to: Diane Rubino, 36 Buckout Road, West Harrison, NY 10604. Purpose: any lawful purpose.
27452 S23 W O28

FIRST CHAIR COUNSEL PLLC. Filed 8/11/26. Office: NY Co. SSNY desig. as agent for process & shall mail to: 860 Fifth Ave, 7d, NY, NY 10065. Purpose: LAW.
31043 s16-Tu o21

KM CHIROPRACTIC AND PHYSICAL THERAPY, PLLC. Filed 8/27/26. Office: NY Co. SSNY desig. as agent for process & shall mail to: 115 W 45th St, Ste 503, NY, NY 10036. Purpose: Chiropractic and Physical Therapy.
31050 s16-Tu o21

Hanin Law PLLC. Filed 9/17/26. NY Co. SSNY for process, mail to Reg. Agent: Thomas Law Firm, 131 7th Ave #204, NY, NY 10011. Purpose: Law
31234 s23-W o28

DP MEDICAL NY PLLC. Filed with SSNY on 08/31/2026. Office location: New York County. SSNY designated as agent for process and shall mail to: 1 WEST END AVE, APT. 26C, NEW YORK, NY 10023. Purpose: MEDICINE
31719 s30-W n4

LEXINGTON MEDICAL WELLNESS PLLC Articles of Org. filed NY Sec. of State (SSNY) 9/24/26. Office in NY Co. SSNY desig. agent of LLC whom process may be served. SSNY shall mail process to 271 Lexington Ave., NY, NY 10016. Purpose: To practice Medicine
31678 s30-W n4

NATALIE BAI DO, PLLC. Filed with SSNY on 09/16/2026. Office location: New York County. SSNY designated as agent for process and shall mail to: 320 E 81ST ST, APT 21, NEW YORK, NY 10028. Purpose: Medicine
31725 s30-W n4

PHYSIO FUNCTION PT PLLC. Filed with SSNY on 09/16/2026. Office location: New York County. SSNY designated as agent for process and shall mail to: 312 E. 92ND ST, APT. 4D, NEW YORK, NY 10128. Purpose: PHYSICAL THERAPY
31715 s30-W n4

LIMITED LIABILITY ENTITIES

NORTHBRIDGE GLOBAL RESOURCES LLC. Filed 7/29/26. Office: NY Co. SSNY desig. as agent for process & shall mail to: 228 Park Ave S #162377, NY, NY 10003. Registered Agent: Legalzoom Usca, Inc., 45 Main St, Ste 238, Bklyn, NY 11201. Purpose: General.
31699 s30-W n4

LIMITED LIABILITY ENTITIES

NOTICE OF FORMATION of Craftaholics LLC. Arts of Org filed with Secy. of State of NY (SSNY) on 7/2/2026. Office location: Nassau County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 25 Anne Drive, Hicksville, NY 11801. Purpose: any lawful act.
31076 S16 W O21

Notice of Formation of IRONFLAME HEATING & COOLING LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 06/14/2026. Office location: Nassau County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to 5 Duryea Place, 3E, Lynbrook, NY 11563. Purpose: Any lawful activity.
31078 S16 W O21

Notice of Formation of LOHAN BAZAAR LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 09/09/2026. Office location: Nassau County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to 39 Molyneaux Road, Valley Stream, NY 11580. Purpose: Any lawful activity.
31079 S16 W O21

NOTICE OF FORMATION of Mind Mosaic Therapy LLC. Arts of Org filed with Secy. of State of NY (SSNY) on 9/1/2026. Office location: Nassau County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 285 Cedarhurst Ave, Cedarhurst, NY 11516. Purpose: any lawful act.
31072 S16 W O21

NOTICE OF FORMATION of North Star Consulting Services LLC. Arts of Org filed with Secy. of State of NY (SSNY) on 8/31/2026. Office location: Nassau County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 35 Manors Dr, Jericho, New York 11753. Purpose: any lawful act.
30544 S16 W O21

NOTICE OF FORMATION of SECURE HORIZON PROPERTIES LLC. Arts of Org filed with Secy of State of NY (SSNY) on 9/11/26. Office location: Nassau County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to: 121 Manhasset Ave., Manhasset, NY 11030. Purpose: any lawful act.
31088 s16-W o21

NOTICE OF FORMATION of SNOW WHISPER LLC. Arts of Org filed with Secy. of State of NY (SSNY) on 9/15/2026. Office location: Nassau County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 3333 New Hyde Park Rd, Ste 404, New Hyde Park, NY 11042. P/B/A: 11 Whisper Creek Dr, Unit 306L, Windham, NY 12496. Purpose: any lawful act.
31127 S23 W O28

Notice of Formation of AGRAANIE LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 09/24/2026. Office location: Nassau County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to C/O Lalitha Ranga, 285 Fairhaven Blvd, Woodbury, NY 11797. Purpose: Any lawful activity.
31672 S30 W N04

Notice of Formation of GET LEGACY DIRECT LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 06/25/2026. Office location: Nassau County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to Reg Agent for SOP: Tyler A Mashkow, 100 Baker Ct, Apt 118, Island Park, NY 11558, also the principal business location. Purpose: Any lawful activity.
31683 S30 W N04

Notice of Formation of HEXENKESSEL FILMS LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 07/02/2026. Office location: Nassau County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to 112 South 10th Street, New Hyde Park, NY 11040. Purpose: Any lawful activity.
31673 S30 W N04

TWFP DISTRIBUTION, LLC. Filed with SSNY on 06/17/2026. Office: New York County. SSNY designated as agent for process & shall mail to: 138 MULBERRY ST, #5C, NEW YORK, NY 10013. Purpose: Any Lawful
31724 s30-W n4

SIDEQUEST VENTURES L.L.C. Filed 8/15/26. Office: NY Co. SSNY desig. as agent for process & shall mail to: 228 Park Ave S #740384, NY, NY 10003. Registered Agent: Legalzoom Usca, Inc., 45 Main St, Ste 238, Bklyn, NY 11201. Purpose: General.
31700 s30-W n4

LIMITED LIABILITY ENTITIES

NOTICE OF FORMATION of Tobon Builders LLC. Arts of Org filed with Secy. of State of NY (SSNY) on 9/18/2026. Office location: Nassau County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 185 Quebec Road, Island Park, NY 11558. Purpose: any lawful act.
31686 S30 W N04

NOTICE OF FORMATION of FIND FOURS LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 09/04/2026. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: NIKA GOKHMAN, 219 E. 12TH ST., FL. 3/4, NEW YORK, NY 10003. Purpose: any lawful activities.
31632 s30-W n4

NOTICE OF FORMATION of Flat Out Productions, LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 09/22/2026. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: Flat Out Productions, LLC, c/o Heloisa Zero, 211 W. 19th St., Fl. 3, New York, NY 10011. Purpose: any lawful activities.
31634 s30-W n4

NOTICE OF FORMATION of G2 Aesthetic Concepts, LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 09/15/2026. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: c/o Cogency Global Inc., 122 E. 42nd
St., 18th Fl., New York, NY 10168. Purpose: any lawful activities.
31636 s30-W n4

NOTICE OF FORMATION of HRTW LP MANCO SFT LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 09/10/2026. Office location: Nassau County. SSNY designated as agent of LLC upon whom process against it may be served SSNY shall mail process to: INCORP SERVICES, INC., One Commerce Plaza, 99 Washington Ave., Ste. 805A, Albany, NY 12210-2822, also the registered agent upon whom process may be served. Purpose: any lawful activities.
31614 s30-W n4

NOTICE OF FORMATION of INFLUENCER PROJECT RS LLC. Arts of Org. filed with Secy. of State of NY (SSNY) on 09/10/2026. Office location: Nassau County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: INCORP SERVICES, INC., One Commerce Plaza, 99 Washington Ave., Ste. 805A, Albany, NY 12210-2822, also the registered agent upon whom process may be served. Purpose: any lawful activities.
31616 s30-W n4

NOTICE OF FORMATION of MDF WMS Holding Co LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 09/17/2026. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 155 East 44th St., 12th Fl., New York, NY 10017. Purpose: any lawful activities.
31643 s30-W n4

NOTICE OF FORMATION of NOVIG LES RS LLC. Arts of Org. filed with Secy. of State of NY (SSNY) on 09/11/2026. Office location: Nassau County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: INCORP SERVICES, INC., One Commerce Plaza, 99 Washington Ave., Ste. 805A, Albany, NY 12210-2822, also the registered agent upon whom process may be served. Purpose: any lawful activities.
31619 s30-W n4

NOTICE OF FORMATION of Pembroke Acquisitions LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 09/09/2026. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: the Company, 70 East 55th St., 5th Fl., New York, NY 10022. Purpose: any lawful activities.
31646 s30-W n4

LITTLE COLLINS BROADWAY LLC. Filed with SSNY on 03/25/2026. Office: New York County. SSNY designated as agent for process & shall mail to: 708 3RD AVE, NEW YORK, NY 1001. Purpose: Any Lawful
31661 s30-W n4

KIM AND GUPTA LLC. Filed with SSNY on 03/25/2026. Office: New York County. SSNY designated as agent for process & shall mail to: 225 CHERRY ST, APT 9E, NEW YORK, NY 10002. Purpose: Any Lawful
31660 s30-W n4

LIMITED LIABILITY ENTITIES

NOTICE OF FORMATION of Zephyr & Rose LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 09/18/2026. Office location: New York County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 244 Madison Ave., #367, New York, NY 10016. Purpose: any lawful activities.
31650 s30-W n4

NOTICE OF QUALIFICATION of NourishNow LLC. Authority filed with Secy. of State of NY (SSNY) on 09/21/2026. Office location: Bronx County. LLC formed in Delaware (DE) on 10/31/2025. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: Registered Agents Inc., 418 Broadway, Ste. R, Albany, NY 12207. Address required to be maintained in DE: 16192 Coastal Hwy., Lewes, DE 19958. Arts of Org. filed with the Secy. of State, 401 Federal St., Ste. 4, Dover, DE 19901. Purpose: any lawful activities.
31610 s30-W n4

NOTICE OF FORMATION of ESNMC Subsidiary CDE XXIX, LLC. Arts. of Org. filed with NY Dept. of State: 8/14/26. Office location: NY County. Sec. of State designated agent of LLC upon whom process against it may be served and shall mail process to the principal business address of the LLC: c/o Empire State New Market Corporation, 655 Third Ave., 6th Fl., NY, NY 10017, Attn: ESNMC Corporate Secretary - Legal. Purpose: any lawful purpose.
31003 Sept16 w Oct21

NOTICE OF FORMATION of ESNMC Subsidiary CDE XXXII, LLC. Arts. of Org. filed with NY Dept. of State: 8/14/26. Office location: NY County. Sec. of State designated agent of LLC upon whom process against it may be served and shall mail process to the principal business address of the LLC: c/o Empire State New Market Corporation, 655 Third Ave., 6th Fl., NY, NY 10017, Attn: ESNMC Corporate Secretary - Legal. Purpose: any lawful purpose.
31006 Sept16 w Oct21

NOTICE OF FORMATION of ESNMC Subsidiary CDE XXXI, LLC. Arts. of Org. filed with NY Dept. of State: 8/14/26. Office location: NY County. Sec. of State designated agent of LLC upon whom process against it may be served and shall mail process to the principal business address of the LLC: c/o Empire State New Market Corporation, 655 Third Ave., 6th Fl., NY, NY 10017, Attn: ESNMC Corporate Secretary - Legal. Purpose: any lawful purpose.
31005 Sept16 w Oct21

NOTICE OF FORMATION of ESNMC Subsidiary CDE XXX, LLC. Arts. of Org. filed with NY Dept. of State: 8/14/26. Office location: NY County. Sec. of State designated agent of LLC upon whom process against it may be served and shall mail process to the principal business address of the LLC: c/o Empire State New Market Corporation, 655 Third Ave., 6th Fl., NY, NY 10017, Attn: ESNMC Corporate Secretary - Legal. Purpose: any lawful purpose.
31004 Sept16 w Oct21

NOTICE OF FORMATION of SIG D 30260 1480 Amsterdam LLC. Arts. of Org. filed with NY Dept. of State: 7/14/26. Office location: NY County. Sec. of State designated agent of LLC upon whom process against it may be served and shall mail process to: c/o The Community Preservation Corp., 220 E. 42nd St., 16th Fl., NY, NY 10017, principal business address. Purpose: any lawful activity.
31007 Sept16 w Oct21

NOTICE OF FORMATION of IX&HKS, LLC. Art. Of Org. filed with the Sect'y of State of NY (SSNY) on 09/24/26. Office in New York County. SSNY has been designated as agent of the LLC upon whom process against it may be served. SSNY shall mail process to the LLC, 257 WEST 17TH ST APT 2D NEW YORK, NY, 10011. Purpose: Any lawful purpose
31648 Sept30 w Nov4

NOTICE OF FORMATION of RADIANT JUNIOR MEZZ LLC Arts. of Org. filed with Secy. of State of NY (SSNY) on 09/21/26. Office location: Nassau County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to Corporation Service Co., 80 State St., Albany, NY 12207. Purpose: Any lawful activity.
31642 Sept30 w Nov4

2724 WALLACE LLC. Filed 10/2/24. Office: Bronx Co. SSNY desig. as agent for process & shall mail to: 199 Lee Ave Ste 762, Bklyn, NY 11211. Purpose: General.
31691 s30-W n4

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LIMITED LIABILITY ENTITIES

NOTICE OF FORMATION of Randolph Hospitality LLC. Arts. of Org. filed with SSNY on 9/24/2026. Office location: New York. SSNY desg. as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 165 RANDOLPH STREET, BROOKLYN, NY 11237. Any lawful purpose.
31604 Sept30 w Nov4

CAREERSPHERE CONSULTING LLC. Filed 5/6/26. Office: NY Co. SSNY desig. as agent for process & shall mail to: Zillah Kudzaishe Tafirenyika, 99 Washington, NY, NY 10006. Purpose: General.
31045 s16-Tu o21

FORESIGHT STRATEGIC MANAGEMENT LLC. Filed 8/22/26. Office: NY Co. SSNY desig. as agent for process & shall mail to: 875 5th Ave, 7c, NY, NY 10065. Purpose: General.
31048 s16-Tu o21

IZRA IZZADEEN LLC. Filed 5/2/26. Office: NY Co. SSNY desig. as agent for process & shall mail to: Izra Izzadeen, 90 Washington St, Apt 24c, NY, NY 10006. Purpose: General.
31047 s16-Tu o21

146 ASSOCIATES LLC. Filed with SSNY on 07/08/2026. Office: New York County. SSNY designated as agent for process & shall mail to: 148 MADISON AVE 16TH FL, NEW YORK, NY 10016. Purpose: Any Lawful
31110 s16-W o21

294 MGMT LLC. Arts. of Org. filed with the SSNY on 09/08/26. Office: Nassau County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, 294 Hempstead Avenue, Malverne, NY 11565. Purpose: Any lawful purpose.
30901 s16-W o21

8760 MGMT LLC. Filed with SSNY on 09/03/2026. Office: New York County. SSNY designated as agent for process & shall mail to: 1214 FIFTH AVE APT 33D, NEW YORK, NY 10029. Purpose: Any Lawful
31105 s16-W o21

AM PM GROUP LLC. Filed with SSNY on 09/03/2026. Office: New York County. SSNY designated as agent for process & shall mail to: 525 W 135TH ST, NEW YORK, NY 10031. Purpose: Any Lawful
31111 s16-W o21

FAT BATCH, LLC. Arts. of Org. filed with the SSNY on 09/08/26. Office: Nassau County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, 150 Secatogue Avenue, Farmingdale, NY 11735. Purpose: Any lawful purpose.
30891 s16-W o21

FERNWAY EMPIRE STATE LLC. Filed with SSNY on 09/10/2026. Office: New York County. SSNY designated as agent for process & shall mail to: 78 INDUSTRIAL DR., NORTHAMPTON, MA 01060. Purpose: Any Lawful
31108 s16-W o21

JSJ3 PARTNERS LLC. Filed with SSNY on 06/09/2026. Office: New York County. SSNY designated as agent for process & shall mail to: 45 E 89TH ST UNIT 21E, NEW YORK, NY 10128. Purpose: Any Lawful
31109 s16-W o21

MADGI DESIGN LLC. Filed with SSNY on 03/05/2025. Office: New York County. SSNY designated as agent for process & shall mail to: 16 W 36TH ST, NEW YORK, NY 10018. Purpose: Any Lawful
31106 s16-W o21

MALI OTP, LLC. Filed with SSNY on 09/09/2026. Office: New York County. SSNY designated as agent for process & shall mail to: 1 CENTRAL PARK W, APT #314, NEW YORK, NY 10023. Purpose: Any Lawful
31116 s16-W o21

MERMAID 74, LLC. Filed with SSNY on 06/11/2026. Office: New York County. SSNY designated as agent for process & shall mail to: 335 COLUMBUS AVE, NEW YORK, NY, 10023. Purpose: Any Lawful
31113 s16-W o21

NORTH 6 PHAYUL, LLC Articles of Org. filed NY Sec. of State (SSNY) 9/2/26. Office in NY Co. SSNY desig. agent of LLC whom process may be served. SSNY shall mail process to 417 Lafayette St., 2nd, NY, NY 10003. Purpose: Any lawful purpose.
31083 s16-W o21

NUNATEKK LLC. Filed with SSNY on 09/11/2026. Office: New York County. SSNY designated as agent for process & shall mail to: 247 W 87TH ST, APT 8G, NEW YORK, NY 10024. Purpose: Any Lawful
31114 s16-W o21

12.9-1-9 LLC. Filed with SSNY on 07/28/2026. Office: New York County. SSNY designated as agent for process & shall mail to: 172 E 7TH ST APT 4C, NEW YORK, NY 10009. Purpose: Any Lawful
31722 s30-W n4

LIMITED LIABILITY ENTITIES

NY SWEETS, LLC. Arts. of Org. filed with the SSNY on 09/08/26. Office: Nassau County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, 5 Fairway Court, Upper Brookville, NY 11771. Purpose: Any lawful purpose.
30899 s16-W o21

PETRA HOLDINGS NY LLC. Filed with SSNY on 01/06/2026. Office: New York County. SSNY designated as agent for process & shall mail to: 299 PARK AVE, 16TH FL, NEW YORK, NY 10171. Purpose: Any Lawful
31112 s16-W o21

PH & CCT LLC, Arts. of Org. filed with the SSNY on 08/14/2026. Office loc: Nassau County. SSNY has been designated as agent upon whom process against the LLC may be served. SSNY shall mail process to: Jing Jing Huang, 30 Dorothy Drive, Syosset, NY 11791. Purpose: Any Lawful Purpose.
31075 s16-W o21

RUBY CROWN REAL ESTATE LLC. Filed with SSNY on 12/05/2025. Office: New York County. SSNY designated as agent for process & shall mail to: 228 PARK AVE S PMB 423926, NEW YORK, NY 10003. Purpose: Any Lawful
31107 s16-W o21

TMK MANHASSET 3 LLC. Arts. of Org. filed with the SSNY on 09/08/26. Office: Nassau County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, 11 Blenheim Drive, Manhasset, NY 11030. Purpose: Any lawful purpose.
30898 s16-W o21

TP REALTY HOLDINGS LLC. Filed with SSNY on 09/04/2026. Office: New York County. SSNY designated as agent for process & shall mail to: 161-17 29TH AVE, FLUSHING, NY 11358 - 1049. Purpose: Any Lawful
31104 s16-W o21

1593 RE Holding LLC filed Arts. of Org. with the Sect'y of State of NY (SSNY) on 7/7/2026. Office: Nassau County. SSNY has been designated as agent of the LLC upon whom process against it may be served and shall mail process to: The LLC, 998 Old Country Rd, Ste C-408, Plainview, NY 11803. Purpose: any lawful act.
31393 s23-W o28

2845 WHALENECK LLC. Arts. of Org. filed with the SSNY on 09/15/26. Office: Nassau County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, c/o Langweber Law Group, 54 Merrick Avenue, Merrick, NY 11566. Purpose: Any lawful purpose.
31206 s23-W o28

HL PROPERTY DEVELOPMENT LLC. Arts. of Org. filed with the SSNY on 09/02/26. Office: Nassau County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, 478 Plainview Rd, Hicksville, NY 11801. Purpose: Any lawful purpose.
31205 s23-W o28

SHORE-GATE DEVELOPMENT LLC Articles of Org. filed NY Sec. of State (SSNY) 10/20/25. Office in NY Co. SSNY desig. agent of LLC whom process may be served. SSNY shall mail process to c/o Constantine Kokkinakis, 11 Broadway, Ste. 1061, NY, NY 10004, which is also the principal business location. Purpose: Any lawful purpose.
31391 s23-W o28

CANELA CONSULTING LLC Articles of Org. filed NY Sec. of State (SSNY) 09/08/2026. Office in Nassau Co. SSNY desig. agent of LLC upon whom process may be served. SSNY shall mail copy of process to 727 Cypress Dr, Franklin Sq, NY 11010, also principal bus. loc. Purpose: Any lawful purpose.
31668 S30 W N04

NPJJ COLLECTIVE LLC Articles of Org. filed NY Sec. of State (SSNY) 07/08/2026. Office in Nassau Co. SSNY desig. agent of LLC upon whom process may be served. SSNY shall mail copy of process to Reg Agent for SOP: Sungmin Jun, 868 Leonard Dr, Westbury, NY 11590, also principal bus. loc. Purpose: Any lawful purpose.
31675 S30 W N04

NOTICE OF FORMATION of TOPTILL INTERNATIONAL LLC. Arts. of Org. filed with Secy. of State of NY (SSNY) on 09/19/2025. Office location: Nassau County. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: BHARAT JOTWANI, 44 VISTA DR., SYOSSET, NY 11791. Purpose: any lawful activities.
31621 s30-W n4

LIMITED LIABILITY ENTITIES

SERROT STRATEGIES LLC Articles of Org. filed NY Sec. of State (SSNY) 06/15/2023. Office in Nassau Co. SSNY desig. agent of LLC upon whom process may be served. SSNY shall mail copy of process to 12 Lilac Ln, Levittown, NY 11756, also principal bus. loc. Purpose: Any lawful purpose.
31681 S30 W N04

VALENTI BUSINESS SYSTEMS LLC Articles of Org. filed NY Sec. of State (SSNY) 07/12/2026. Office in Nassau Co. SSNY desig. agent of LLC upon whom process may be served. SSNY shall mail copy of process to 77 Powell Pl, Farmingdale, NY 11735, also principal bus. loc. Purpose: Any lawful purpose.
31688 S30 W N04

133 EAST 39 ST LLC. Filed with SSNY on 09/18/2026. Office: New York County. SSNY designated as agent for process & shall mail to: 15 WEST 47TH ST, STE 700, NEW YORK, NY 10036. Purpose: Any Lawful
31716 s30-W n4

1534 BROADWAY LLC. Arts. of Org. filed with the SSNY on 07/14/26. Office: Nassau County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, 1534 Broadway, Apartment 114 & 115, Hewlett, NY 11557. Purpose: Any lawful purpose
31670 s30-W n4

180 MARVIN AVE 11553 LLC. Filed with SSNY on 08/25/2026. Office: Nassau County. SSNY designated as agent for process & shall mail to: 821 FRANKLIN AVE, STE 206, GARDEN CITY, NY 11530. Purpose: Any Lawful
31709 s30-W n4

1942 CHATTERTON AVE LLC. Filed 9/16/26. Office: Bronx Co. SSNY desig. as agent for process & shall mail to: 859 Rivervale Rd, River Vale, NJ 07675. Purpose: General.
31692 s30-W n4

2700 RIVERSIDE DRIVE LLC. Arts. of Org. filed with the SSNY on 01/23/24. Office: Nassau County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, c/o J.F. Serra, Inc., 4945 Expressway Drive North, Lake Ronkonkoma, NY 11779. Purpose: Any lawful purpose.
31669 s30-W n4

3335 STRINGHAM AVE LLC. Filed with SSNY on 09/15/2026. Office: Nassau County. SSNY designated as agent for process & shall mail to: 38 STRINGHAM AVE, VALLEY STREAM, NY 11580. Purpose: Any Lawful
31713 s30-W n4

3425 DEKALB LLC. Filed 9/18/26. Office: Bronx Co. SSNY desig. as agent for process & shall mail to: 859 Rivervale Rd, River Vale, NJ 07675. Purpose: General.
31693 s30-W n4

6 DUQUESNE LLC. Filed with SSNY on 09/23/2026. Office: Nassau County. SSNY designated as agent for process & shall mail to: 99 WASHINGTON AVE, STE 700, ALBANY, NY 12260. Purpose: Any Lawful
31712 s30-W n4

AC MANAGEMENT OF CNY, LLC. Filed with SSNY on 08/06/2026. Office: New York County. SSNY designated as agent for process & shall mail to: 460 W 141ST ST, NEW YORK, NY 10031. Purpose: Any Lawful
31721 s30-W n4

ALIGNEAGE FERTILITY SAN FRANCISCO LLC. Filed with SSNY on 09/22/2026. Office: New York County. SSNY designated as agent for process & shall mail to: 90 WEST ST9J, NEW YORK, NY 10006. Purpose: Any Lawful
31726 s30-W n4

AMERICAN GRACE LLC. Filed with SSNY on 08/14/2026. Office: Nassau County. SSNY designated as agent for process & shall mail to: 521 WADLEIGH AVE, WEST HEMPSTEAD, NY 11552. Purpose: Any Lawful
31710 s30-W n4

BENBOW INVESTING GROUP, LLC. Filed 11/15/18. Office: NY Co. SSNY desig. as agent for process & shall mail to: P.o. Box 20206, NY, NY 10025. Purpose: General.
31698 s30-W n4

EAST 183 LLC. Filed 9/9/26. Office: Bronx Co. SSNY desig. as agent for process & shall mail to: 1809 Astor Ave, The Bronx, NY 10469. Purpose: General.
31694 s30-W n4

KARAT & KIN LLC Articles of Org. filed NY Sec. of State (SSNY) 09/25/2026. Office in Nassau Co. SSNY desig. agent of LLC upon whom process may be served. SSNY shall mail copy of process to 418 Broadway, Ste R, Albany, NY 12207. Principal bus. loc.: 405 RXR Plz, PMB A188, Uniondale, NY 11556. Purpose: Any lawful purpose.
31679 S30 W N04

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SUMMONS

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF WESTCHESTER INDEX NO: 59893/2026 D/O/F: 03/23/2026 SUPPLEMENTAL SUMMONS Property Address: 1155 Warburton Avenue, Apt 11A, Yonkers, NY 10701 Plaintiff designates Westchester County as the place of trial. Venue is based upon the County in which the property is situate. CARRINGTON MORTGAGE SERVICES LLC, Plaintiff, -against- Unknown heirs at law of ROBERT LEE SCHORK, his next of kin, distributees, executors, administrators, trustees, devisees, legatees, assignees, lienors, creditors, and successors in interest, and generally all persons having or claiming, under, by or through said defendant who may be deceased, by purchase, inheritance, lien or otherwise, any right title or interest in and to the premises described in the complaint herein, all of whom and whose names and places of residence are unknown to the plaintiff and cannot after diligent inquiry be ascertained; HARVEY BOHN AS HEIR AND DISTRIBUTEE FOR THE ESTATE OF ROBERT LEE SCHORK, JENNIFER MARTIN AS HEIR AND DISTRIBUTEE FOR THE ESTATE OF ROBERT LEE SCHORK, SECRETARY OF HOUSING AND URBAN DEVELOPMENT, SUSTAINABLE NEIGHBORHOODS LLC, BOARD OF MANAGERS OF RIVERVIEW CLUB CONDOMINIUM S/H/A BOARD OF MANAGERS OF RIVER VIEW CLUB CONDOMINIUM, STATE OF NEW YORK, UNITED STATES OF AMERICA; "JOHN DOES" and "JANE DOES", said names being fictitious, parties intended being possible tenants or occupants of premises, and corporations, other entities or persons who claim, or may claim, a lien against the premises, Defendant(s). TO THE ABOVE-NAMED DEFENDANTS: YOU ARE HEREBY SUMMONED to answer the Complaint in this action, and to serve a copy of your Answer, or, if the Complaint is not served with this Summons, to serve a Notice of Appearance on the Plaintiff's Attorneys within twenty (20) days after service of this Summons, exclusive of the day of service, where service is made by delivery upon you personally within the State, or within thirty (30) days after completion of service where service is made in any other manner, and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint. TO THE ABOVE NAMED DEFENDANTS: The foregoing Summons is served upon you by publication pursuant to an Order of the Hon. Walter Rivera, a Justice of the Supreme Court, Westchester County, entered Sept. 17, 2026 and filed with the complaint and other papers in the Westchester County Clerk's Office. THE OBJECT OF THE ACTION is to foreclose a mortgage recorded the Westchester County Clerk's Office on Oct. 31, 2023 in Control Number: 633043141, covering premises k/a 1155 Warburton Avenue, Apt. 11A, Yonkers, NY 10701 a/k/a Section 3, Block 3570, Lot 419 and Section 3, Block 3570 Lot 765. NOTICE YOU ARE IN DANGER OF LOSING YOUR HOME If you do not respond to this summons and complaint by serving a copy of the answer on the attorney for the mortgage company who filed this foreclosure proceeding against you and filing the answer with the court, a default judgment may be entered and you can lose your home. Speak to an attorney or go to the court where your case is pending for further information on how to answer the summons and protect your property. Sending a payment to your mortgage company will not stop this foreclosure action. YOU MUST RESPOND BY SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE PLAINTIFF (MORTGAGE COMPANY) AND FILING THE ANSWER WITH THE COURT. The following notice is intended only for the defendants who are owners of the premises sought to be foreclosed or who are liable upon the debt for which the mortgage stands as security. YOU ARE HEREBY PUT ON NOTICE THAT WE ARE ATTEMPTING TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. PLEASE BE AWARE: (1) that debt collectors, in accordance with the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq., are prohibited from engaging in abusive, deceptive, an unfair debt collection efforts, including, but not limited to:
i. the use or threat of violence;
ii. the use of obscene or profane language; and
iii. repeated phone calls made with the intent to annoy, abuse, or harass.
(2) If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt:
1. Supplemental security income, (SSI);
2. Social security;
3. Public assistance (welfare);
4. Spousal support, maintenance (alimony) or child support;
5. Unemployment benefits;
6. Disability benefits;
7. Workers' compensation benefits;
8. Public or private pensions;
9. Veterans' benefits;
10. Federal student loans, federal student grants, and federal work study funds; and
11. Ninety percent of your wages or salary earned in the last sixty days.
[SPACE INTENTIONALLY LEFT BLANK]
TO THE DEFENDANTS: The Plaintiff makes no personal claim against you in this action.
TO THE DEFENDANTS: If you have obtained an order of discharge from the Bankruptcy court, which includes this debt, and you have not reaffirmed your liability for this debt, this law firm is not alleging that you have any personal liability for this debt and does not seek a money judgment against you. Even if a discharge has been obtained, this lawsuit to foreclose the mortgage will continue and we will seek a judgment authorizing the sale of the mortgaged premises. Dated: Sandy J. Stolar, Esq. MARGOLIN, WEINREB & NIERER, LLP Attorneys for Plaintiff 575 Underhill Boulevard, Suite 224 Syosset, New York 11791
516-921-3838 #103201
31293 s30-W o21

SALES

NOTICE OF SALE OF COOPERATIVE APARTMENT SECURITY BY VIRTUE OF A DEFAULT

PLEASE TAKE NOTICE: By virtue of a default under a Security Agreement dated June 24, 2019, executed by Louis Taic ("Debtor"), as assigned to Z-Hotel Holdings LLC ("Secured Party"), said Secured Party, by Auctioneer(s): Terence Gee, John William O'Keefe or Stephan G. Marcelin, will conduct a public sale of the security consisting of two thousand two hundred seventy five (2,275) shares of stock of 40 East 80 Apartment Corporation ("Corporation"), and all right, title, and interest in and to a Proprietary Lease between said Corporation and Debtor for the apartment known as 40 East 80th Street, Apt. 17B/18B New York, N.Y. 10075 together with all fixtures and articles of personal property now or hereafter affixed to or used in connection with said apartment on November 10, 2026 at 1:30 PM, at the Portico of the New York County Courthouse, 60 Centre St, New York, NY 10007, in satisfaction of an indebtedness in the unpaid principal amount of $4,893,894.77 , plus interest, late fees, attorney fees, maintenance in arrears, and all other advanced charges. The apartment is sold "AS IS" AND POSSESSION TO BE OBTAINED BY THE PURCHASER. Said sale is subject to residency requirements of the Corporation, payment of all sums due, if any, to 40 East 80 Apartment Corporation and the consent if necessary, of said Corporation; any existing tenancy; payment of all expenses and fees of the secured party with respect thereto; terms of sale and auctioneer's fees; flip-tax; State, City, and County transfer tax. The Secured Party reserves the right to bid. Terms: an official bank or certified check made payable to BERG & DAVID, PLLC as attorneys for the Secured Party for ten (10%) percent of price bid. No cash accepted. Balance shall be due within thirty (30) days. ATTORNEYS FOR SECURED PARTY: BERG & DAVID, PLLC 372 Doughty Blvd., Inwood, NY 11096
(718) 989-1392 Dated: September 30, 2026
31790 o14-W o28

NOTICE OF SALE

SUPREME COURT COUNTY OF NEW YORK, U.S. BANK NA, SUCCESSOR TRUSTEE TO BANK OF AMERICA, NA, SUCCESSOR IN INTEREST TO LASALLE BANK NA, AS TRUSTEE, ON BEHALF OF THE HOLDERS OF THE WAMU MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-HY3, Plaintiff, vs. JOSE BUCO, ET AL., Defendant(s). Pursuant to a Judgment of Foreclosure and Sale duly entered on January 28, 2016, a Decision and Order on Motion duly entered June 30, 2022 and a Decision + Order on Motion duly entered on August 26, 2026, I, the undersigned Referee will sell at public auction at the New York County Courthouse, room assignment will be posted outside of room 130, 60 Centre Street, New York, NY 10007 on November 10, 2026 at 2:15 p.m., premises known as 500 West 43rd Street #25E, New York, NY 10036. All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, County of New York, City and State of New York, Block 1071 and Lot 1203 together with an undivided 0.3179 percent interest in the Common Elements. Approximate amount of judgment is $913,863.25 plus interest and costs. Premises will be sold subject to provisions of filed Judgment Index #850355/2014. Clark Whitsett, Esq., Referee Eckert Seamans Cherin & Mellott, LLC, 10 Bank Street, Suite 700, White Plains, New York 10606, Attorneys for Plaintiff
31268 o7-W o28

LIMITED LIABILITY ENTITIES

NOTICE OF FORMATION of Jax Human Capital Advisors, LLC. Arts of Org filed with Secy. of State of NY (SSNY) on 6/24/2026. Office location: BX County. SSNY designated as agent upon whom process may be served and shall mail copy of process against LLC to 1220 Seneca Avenue, 2A, Bronx, NY 10474. Purpose: any lawful act.
28524 S30 W N04

ELIZABETH GAMBINO CONSULTING SERVICES LLC. Filed with SSNY on 07/28/2026. Office: Bronx County. SSNY designated as agent for process & shall mail to: 4525 HENRY HUDSON PKWY, APT 303, RIVERDALE, NY 10471. Purpose: Any Lawful
31727 s30-W n4

ELS ADVISORS LLC. Filed with SSNY on 08/10/2026. Office: Nassau County. SSNY designated as agent for process & shall mail to: 133 MILBURN LN, ROSLYN HEIGHTS, NY 11577. Purpose: Any Lawful
31714 s30-W n4

EMPIRE STATE OF MIND HOLDINGS LLC. Arts. of Org. filed with the SSNY on 08/28/26. Office: Nassau County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, 96 Windsor Gate Drive, New Hyde Park, NY 11040. Purpose: Any lawful purpose.
31671 s30-W n4

SALES

NOTICE OF SALE OF COOPERATIVE APARTMENT SECURITY BY VIRTUE OF A DEFAULT

PLEASE TAKE NOTICE: By virtue of a default under a Loan Security Agreement dated March 07, 2008, executed by debtors Francisco R. Quijada to JP-Morgan Chase Bank, N.A., as assigned to NewRez LLC d/b/a Shellpoint Mortgage, said secured party, by John O'Keefe will conduct a public sale of the security consisting of 190 shares of stock of Theso Corp, all right, title, and interest in and to a Proprietary Lease between said Corporation and debtor(s) for BUILDING KNOWN 300 East 71st Street Apt 15R, New York, New York 10021, with an estimated value of $400,000.00 "AS IS". Together with all fixtures and articles of personal property now or hereafter affixed to or used in connection with said apartment on November 10, 2026 AT 1:15 P.M. on the front steps of the Front Steps of the New York County Supreme Court, 60 Centre Street, New York, New York 10007 in satisfaction of an indebtedness in the unpaid principal amount of $276,563.26, plus interest, late fees, attorney fees, maintenance in arrears, and all other advanced charges. Notice is hereby being given to Francisco R. Quijada that: • Pursuant to section 9-623 of the Uniform Commercial Code Francisco R. Quijada have a statutory right to redeem the collateral by tendering fulfillment of all obligations secured by the collateral, including reasonable expenses and attorney's fees, at any time before a secured party has collected the collateral, disposed of the collateral or entered into a contract for its disposition, or has accepted collateral in full or partial satisfaction of the obligation it secures; • Payment of the debt is due in full by November 09, 2026; • Francisco R. Quijada interests in and rights to BUILDING KNOWN 300 East 71st Street Apt 15R, New York, New York 10021 are being sold and risk being terminated; • If Francisco R. Quijada or any person(s) has a dispute of validity of the lien or amount claimed herein, it may be brought to proceeding under Lien Law, Section 201-a, within 10 days of the service of this notice. • Francisco R. Quijada is/are entitled to an accounting of the unpaid indebtedness upon request. The apartment is sold "AS IS" AND POSSESSION TO BE OBTAINED BY THE PURCHASER. Said sale is subject to payment of all sums due, if any, to Theso Corp. and the consent if necessary, of said corporation; any existing tenancy; payment of all expenses and fees of the secured party with respect thereto; terms of sale and auctioneer`s fees; flip-tax; State, City, and County transfer tax. The secured party reserves the right to bid. Firm File No. 257517 Terms: an official bank or certified check made payable to Friedman Vartolo LLP, as attorneys for the secured party for ten (10%) percent of price bid. No cash accepted. Balance shall be due within thirty (30) days. The Auctioneer's fees are required at sale. Auctioneers: John O'Keefe of 425 Broadhollow Road, Suite 217, Melville, New York 11747. Attorneys for Secured Party Friedman Vartolo, LLP of 85 Broad Street, Suite 501, New York, New York 10004, P. 212-471-5100, F. 212-471-5150. Dated: September 24, 2026
31786 o14-W o28

LIMITED LIABILITY ENTITIES

GEEK SQUAD PRODUCTIONS LLC. Filed with SSNY on 04/06/2026. Office: New York County. SSNY designated as agent for process & shall mail to: 122 E 42ND ST, 18TH FLR, NEW YORK, NY 10168. Purpose: Any Lawful
31662 s30-W n4

HAI TRINH LLC. Filed 6/17/26. Office: Bronx Co. SSNY desig. as agent for process & shall mail to: 4634 Carpenter Ave, Bronx, NY 10470. Purpose: General.
31696 s30-W n4

HIMACHAL ENTERPRISES LLC. Filed with SSNY on 08/27/2026. Office: Bronx County. SSNY designated as agent for process & shall mail to: 775 E. 10TH ST #2F, BROOKLYN, NY 11230. Purpose: Any Lawful
31723 s30-W n4

JUFUJU PROPERTY LLC. Filed 9/10/26. Office: Bronx Co. SSNY desig. as agent for process & shall mail to: 406 E 184th St 3d, Bronx, NY 10458. Purpose: General.
31695 s30-W n4

KDGR LLC. Filed 9/16/26. Office: NY Co. SSNY desig. as agent for process & shall mail to: Ryan Suh, 150 E 55th St Fl 2, NY, NY 10022. Purpose: General.
31703 s30-W n4

MAPLE LEAF 15 LLC. Filed 6/24/25. Office: NY Co. SSNY desig. as agent for process & shall mail to: 228 Park Ave S #594318, NY, NY 10003. Registered Agent: United States Corporation Agents, Inc., 7014 13th Ave , Ste 202, Bklyn, NY 11228. Purpose: General.
31697 s30-W n4

MATYX AGENCY LLC. Filed with SSNY on 04/03/2026. Formed in DE on 03/17/2026. Office: New York County. SSNY designated as agent for process & shall mail to: 9450 SW GEMINI DR., PMB 74602, BEAVERTON, OR 97008. DE SOS: 401 Federal St #4, Dover, DE 19901. Purpose: any lawful
31659 s30-W n4

NENES TAQUERIA PLUS 1 LLC. Filed 9/17/26. Office: NY Co. SSNY desig. as agent for process & shall mail to: 261 1st Ave, NY, NY 10003. Registered Agent: Andres T Galindo Maria, 177 Starr St, Bklyn, NY 11237. Purpose: General.
31704 s30-W n4

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

LIMITED LIABILITY ENTITIES

OLEA NYC LLC. Filed with SSNY on 09/14/2026. Office: New York County. SSNY designated as agent for process & shall mail to: 99 WASHINGTON AVE, STE 700, ALBANY, NY 12260. Purpose: Any Lawful
31718 s30-W n4

RXR MEDCARE LLC. Filed with SSNY on 08/28/2026. Office: Nassau County. SSNY designated as agent for process & shall mail to: 521 WADLEIGH AVE, W HEMPSTEAD, NY 11552. Purpose: Any Lawful
31711 s30-W n4

STUDIO RAANI LLC. Arts. of Org. filed with the SSNY on 09/17/26. Office: Nassau County. SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to the LLC, 227 Sackett Street, Hicksville, NY 11801. Purpose: Any lawful purpose.
31667 s30-W n4

THE WHOLE PERFORMANCE CO. LLC. Filed with SSNY on 08/12/2026. Office: New York County. SSNY designated as agent for process & shall mail to: 99 WASHINGTON AVE, STE 700, ALBANY, NY 12260. Purpose: Any Lawful
31720 s30-W n4

TNYMC LLC. Filed 1/15/24. Office: NY Co. SSNY desig. as agent for process & shall mail to: c/o Lukasz Hausner, 150 Clove Rd, 5th Fl, Little Falls, NJ 07424. Registered Agent: Lukasz Hausner, 1 Pennsylvania Plz, Ste 3200, New york, NY 10119. Purpose: General.
31701 s30-W n4

TWFP MANAGEMENT, LLC. Filed with SSNY on 06/17/2026. Office: New York County. SSNY designated as agent for process & shall mail to: 138 MULBERRY ST, #5C, NEW YORK, NY 10013. Purpose: Any Lawful
31717 s30-W n4

NOTICE OF QUALIFICATION of ALARIS MANAGEMENT, LLC. Authority filed with Secy. of State of NY (SSNY) on 09/04/2026. Office location: New York County. LLC formed in North Carolina (NC) on 05/07/2012. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: Incorporating Services, Ltd., 3500 South DuPont Hwy., Dover, DE 19901. Address of the principal office: 649 Normandy Rd., Madeira Beach, FL 33708. Arts of Org. filed with the Secy. of State, 2 South Salisbury St., Raleigh, NC 27601-2903. Purpose: any lawful activities.
31625 s30-W n4

NOTICE OF QUALIFICATION of Anthesis Consulting (USA) LLC. Authority filed with Secy. of State of NY (SSNY) on 09/08/2026. Office location: New York County. LLC formed in Delaware (DE) on 08/03/2023. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: Incorporating Services, Ltd., 3500 South DuPont Hwy., Dover, DE 19901, also the address required to be maintained in DE. Arts of Org. filed with the DE Secy. of State, Division of Corporations, 401 Federal St., Ste. 4, Dover, DE 19901. Purpose: any lawful activities.
31628 s30-W n4

LIMITED LIABILITY ENTITIES

NOTICE OF QUALIFICATION of Ludlow Apartments LLC. Authority filed with Secy. of State of NY (SSNY) on 09/21/2026. Office location: New York County. LLC formed in Delaware (DE) on 09/10/2026. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: C T Corporation System, 28 Liberty St., New York, NY 10005. Address required to be maintained in DE: c/o The Corporation Trust Company, 1209 Orange St., Wilmington, DE 19801. Arts of Org. filed with the DE Secy. of State, 401 Federal St. Ste. 4, Dover, DE 19901. Purpose: any lawful activities.
31640 s30-W n4

NOTICE OF QUALIFICATION of Ludlow Land LLC. Authority filed with Secy. of State of NY (SSNY) on 09/21/2026. Office location: New York County. LLC formed in Delaware (DE) on 09/15/2026. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: C T Corporation System, 28 Liberty St., New York, NY 10005. Address required to be maintained in DE: c/o the Corporation Trust Company, Corporation Trust Center, 1209 Orange St., Wilmington, DE 19801. Arts of Org. filed with the DE Secy. of State, 401 Federal St. Ste. 4, Dover, DE 19901. Purpose: any lawful activities.
31641 s30-W n4

NOTICE OF QUALIFICATION of OCTOPUS THEATRICALS, LLC. Authority filed with Secy. of State of NY (SSNY) on 09/15/2026. Office location: New York County. LLC formed in New Jersey (NJ) on 01/07/2013. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 561 SEVENTH AVE., 13TH FL., NEW YORK, NY 10018, also the address of the principal office. Arts of Org. filed with the State Treasurer, 33 West State St., 5th Fl., Trenton, NJ 08608. Purpose: any lawful activities.
31644 s30-W n4

NOTICE OF QUALIFICATION of Pawikan Holdings LLC. Authority filed with Secy. of State of NY (SSNY) on 09/17/2026. Office location: New York County. LLC formed in Delaware (DE) on 09/16/2026. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 188 East 70th St., Unit 10D, New York, NY 10021. Address required to be maintained in DE: 1209 Orange St., Wilmington, DE 19801. Arts of Org. filed with the DE Secy. of State, 401 Federal St. Ste. 4, Dover, DE 19901. Purpose: any lawful activities.
31645 s30-W n4

O'NEILL ASSOCIATES CONSULTING, LLC. Filed with SSNY on 09/09/2026. Formed in FL on 02/23/2026. Office: New York County. SSNY designated as agent for process & shall mail to: 99 WASHINGTON AVE, STE 700, ALBANY, NY 12260. FL SOS: P. O. Box 6327, Tallahassee, FL 32314. Purpose: any lawful
31103 s16-W o21

See *Decisions of Interest* only at NYLJ.COM

LIMITED LIABILITY ENTITIES

122 VARICK LESSEE LLC. Filed: 4/30/26. Office: NY Co. Org. in DE: 04/27/2026. SSNY desig. as agent for process & shall mail to: c/o Global Holdings Management Group (us) Inc., Legal Department, 1250 Broadway, 38th Fl, NY, NY 10001. Foreign add: 251 Little Falls Dr, Wilmington, DE 19808. Arts. of Org. filed with De Secy Of State, John G. Townsend Bldg, 401 Federal St, Ste 4, Dover, DE 19901. Purpose: General.
31705 s30-W n4

FIRST FIELD HOLDINGS, LLC. Filed: 6/23/26. Office: NY Co. Org. in DE: 04/08/2026. SSNY desig. as agent for process & shall mail to: 606 Columbus Ave, NY, NY 10024. Foreign add: Cogency Global Inc., 850 New Burton Rd Ste 201, Dover, DE 19904. Arts. of Org. filed with De Secy Of State, Div Of Corps, John G. Townsend Bldg., 401 Fed St, Ste 4, Dover, DE 19901. Purpose: General.
31706 s30-W n4

NOTICE OF QUALIFICATION of HSREP X-B CB1, LLC. Authority filed with Secy. of State of NY (SSNY) on 09/24/2026. Office location: New York County. LLC formed in Delaware (DE) on 06/01/2026. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: c/o Registered Agents Inc., 418 Broadway, Ste. R, Albany, NY 12207, also the registered agent upon whom process may be served. Address required to be maintained in DE: c/o Resident Agents, Inc., 8 The Green, STE R, Dover, DE 19901. Arts of Org. filed with the Secy. of State of Delaware, Division of Corporations, John G. Townsend Bldg., 401 Federal St., Ste. 4, Dover, DE 19901. Purpose: any lawful activities.
31637 s30-W n4

NOTICE OF QUALIFICATION of Kelly Jackson Investment LLC. Authority filed with Secy. of State of NY (SSNY) on 09/14/2026. Office location: New York County. LLC formed in Delaware (DE) on 02/01/2021. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: 18301 Von Karman Ave. Ste. 850, Irvine, CA 92612. Address required to be maintained in DE: 2140 S DuPont Hwy., Camden, DE 19934. Arts of Org. filed with the DE Secy of State, John G. Townsend Bldg., 401 Federal St., Ste 4, Dover, DE 19901. Purpose: any lawful activities.
31639 s30-W n4

NOTICE OF QUALIFICATION of Permanents III LLC. Authority filed with Secy. of State of NY (SSNY) on 09/09/2026. Office location: New York County. LLC formed in Delaware (DE) on 11/12/2024. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: Incorporated, 2804 Gateway Oaks Dr. #100, Sacramento, CA 95833. Address required to be maintained in DE: 2140 S DuPont Hwy., Camden, DE 19934. Arts of Org. filed with the Secy of State, Division of Corporations, State of Delaware, John G. Townsend Bldg., 401 Federal St., Ste 4, Dover, DE 19901. Purpose: any lawful activities.
31647 s30-W n4

LIMITED LIABILITY ENTITIES

NOTICE OF QUALIFICATION of TRG 225 NY, LLC. Authority filed with Secy. of State of NY (SSNY) on 09/18/2026. Office location: New York County. LLC formed in Delaware (DE) on 08/26/2026. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: c/o Paracorp Incorporated, 2804 Gateway Oaks Dr. #100, Sacramento, CA 95833. Address required to be maintained in DE: 2140 S DuPont Hwy., Camden, DE 19934. Arts of Org. filed with the Secy. of State of Delaware, 401 Federal St., Ste. 4, Dover, DE 19901. Purpose: any lawful activities.
31649 s30-W n4

NOTICE OF QUALIFICATION of Zocha Group, LLC. Authority filed with Secy. of State of NY (SSNY) on 09/15/2026. Office location: New York County. LLC formed in California (CA) on 03/09/2015. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: c/o Paracorp Incorporated, 2804 Gateway Oaks Dr. #100, Sacramento, CA 95833. Address required to be maintained in CA: 401 Wilshire Blvd., Ste. 1200, Santa Monica, CA 90401. Arts of Org. filed with the Secy of State of CA, 1500 11th St., Sacramento, CA 95814. Purpose: any lawful activities.
31651 s30-W n4

NOTICE OF QUALIFICATION of Gladswood Square LLC. Authority filed with NY Dept. of State: 9/9/26. Office location: NY County. LLC formed in DE: 8/6/26. NY Sec. of State designated agent of LLC upon whom process against it may be served and shall mail process to: c/o Cogency Global Inc., 850 New Burton Rd., Ste. 201, Dover, DE 19904. DE address of LLC: 850 New Burton Rd., Ste. 201, Dover, DE 19904. Cert. of Form. filed with DE Sec. of State, 401 Federal St., Dover, DE 19901. Purpose: all lawful purposes.
31211 Sept23 w Oct28

122 VARICK GH DEVELOPER LLC. Filed: 5/5/26. Office: NY Co. Org. in DE: 04/30/2026. SSNY desig. as agent for process & shall mail to: c/o Global Holdings Management Group (us) Inc., Legal Department, 1250 Broadway, 38th Fl, NY, NY 10001. Foreign add: 251 Little Falls Dr, Wilmington, DE 19808. Arts. of Org. filed with De Secy Of State, John G. Townsend Bldg, 401 Federal St, Ste 4, Dover, DE 19901. Purpose: General.
31702 s30-W n4

NOTICE OF QUALIFICATION of Anthesis US Bidco, LLC. Authority filed with Secy. of State of NY (SSNY) on 09/08/2026. Office location: New York County. LLC formed in Delaware (DE) on 06/20/2023. SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail process to: Incorporating Services, Ltd., 3500 South DuPont Hwy., Dover, DE 19901, also the address required to be maintained in DE. Arts of Org. filed with the DE Secy. of State, Division of Corporations, 401 Federal St., Ste. 4, Dover, DE 19901. Purpose: any lawful activities.
31630 s30-W n4



