

IN BRIEF

Trump Files \$15 Billion Defamation Lawsuit Against The New York Times

President Donald Trump has added The New York Times to the list of media companies he's challenged in court, filing a \$15 billion defamation lawsuit that targets four of its journalists in a book and three articles published within a two-month period before the last election.

In a Truth Social post announcing the lawsuit early Tuesday, Trump called the Times "one of the worst and most degenerate newspapers in the nation's history" and a virtual mouthpiece for Democrats. The lawsuit was filed in U.S. District Court in Florida.

The Times called the lawsuit meritless and an attempt to discourage independent reporting. "The New York Times will not be deterred by intimidation tactics," spokesman Charlie Stadtlander said.

It follows lawsuits Trump has filed against ABC News and CBS News' "60 Minutes," both of which were settled out of court by the news organizations' parent companies. Trump also sued The Wall Street Journal and media mogul Rupert Murdoch in July after the newspaper published a story reporting on his ties to wealthy financier and convicted sex offender Jeffrey Epstein.

The lawsuit names a book and an article written by Times reporters Russ Buettner and Susanne Craig that focuses on Trump's finances and his pre-presidency starring role in television's "The Apprentice."

Trump sparred with a pair of reporters on Tuesday before he and first lady Melania Trump departed for a state visit to the United Kingdom. He told one of the journalists he has a "lot of hate" in his heart.

Trump said in the lawsuit they "maliciously peddled the fact-free narrative" that television producer Mark Burnett turned Trump into a celebrity — "even though at and prior to the time of publications defendants knew that President Trump was already a megastar and an enormous success in business." The 85-page lawsuit also attacks claims the reporters made about Trump's early business dealings and his father, Fred.

Trump also cites an article by Peter Baker last Oct. 20 headlined "For Trump, a Life-

time of Scandals Heads Toward a Moment of Judgment." He also sues Michael S. Schmidt for a piece two days later featuring an interview with Trump's first-term chief of staff, John Kelly, headlined "As Election Nears, Kelly Warns Trump Would Rule Like a Dictator."

In the lawsuit, Trump claimed The Times "could not accept President Trump's win in 2016 and could not fathom his winning again in a landslide." It wasn't a part of the case, but Trump attacked the newspaper's "deranged" editorial endorsement of opponent Kamala Harris last year.

"The Times' has engaged in a decades long method of lying about your Favorite President (ME), my family, business, the America First Movement, MAGA and our Nation as a whole," Trump said on Truth Social. "I am PROUD to hold this once-respected 'rag' responsible."

None of Trump's media lawsuits have made it to court, but in court papers he claimed the settlements with ABC and CBS as part of his "successful undertaking to restore integrity to journalism."

The president has also been involved in a lawsuit by The Associated Press over restricting the news organization's access to cover him in retaliation for its decision not to follow his executive order to change the name of the Gulf of Mexico to the Gulf of America.

The Times' Stadtlander said that the news organization "will continue to pursue the facts without fear or favor and stand up for journalists' First Amendment right to ask questions on behalf of the American people."

Penguin Random House, publisher of Buettner and Craig's book, "Lucky Loser: How Donald Trump Squandered His Father's Fortune and Created the Illusion of Success," said it stands by the book and its authors.

Answering questions from the news media Tuesday as he departed the White House for a trip to London, Trump seemed miffed when an Australian Broadcasting Corp. reporter asked about his level of business activity

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Signed, Sealed and E-Delivered: Wills In the Digital Age

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Redacted Names in Jeffrey Epstein Documents To Remain Sealed, US Judge Rules

BY EMILY SAUL

A FEDERAL judge in Manhattan on Tuesday denied an application from a news organization to unseal the names of two individuals referenced in court papers related to the late convicted sex offender Jeffrey Epstein.

NBC News last month sought to unseal the names of two associates who prosecutors in 2019 said received substantial payments from the wealthy financier following a series of news articles documenting Epstein's repeated sexual abuse of minors.

In a six-page order, U.S. District Court Judge Richard Berman of the Southern District of

Justice Sotomayor Calls Children 'Our Hope' in Fixing The United States' 'Big Mistakes'

BY ALYSSA AQUINO

U.S. SUPREME Court Justice Sonia Sotomayor expounded on the importance of teaching children about civic engagement during a Tuesday event at the New York Law School, telling law students that the youth are the ones who'll have to fix "the mistakes we are making."

"My hope, and why educating our students is more critical, is because I see them as our future. They are our hope to fix the mistakes we are making, and boy, are they big mistakes," Sotomayor said in her closing remarks for a one-hour panel discussion on civic engagement.

The discussion kicked off the New York Law School's inaugural Constitution and Citizen Day Summit, which ran all day on Tuesday.

During that discussion, Sotomayor recounted her own civics education and pressed the audience to seriously consider their own civic participation and how to teach others about their own civic responsibilities.

New York denied the request, citing "unique privacy and safety concerns" of "Individual-1" and "Individual-2," neither of whom was charged.

Both Individual-1 and Individual-2 were victims of Epstein's sexual abuse, their attorneys have argued in support of continued sealing. Prosecutors with the U.S. Attorney's Office for the Southern District of New York also advocated against releasing the names.

"Threats to victims' safety and their privacy are compelling reasons to seal—not [sic] to unseal—the names identified" in a pretrial detention letter, Berman ruled.

Attorneys for the individuals said their clients have been the subject of ongoing threats, including credible death threats that were investigated by federal authorities.

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Justice Sonia Sotomayor



Luigi Mangione arrives for a pretrial hearing at Manhattan Supreme Court on Tuesday, Sept. 16.

State Judge Dismisses Terrorism-Related Charges Against Luigi Mangione

BY EMILY SAUL

A MANHATTAN judge on Tuesday dismissed the top state murder charges leveled against accused UnitedHealthcare CEO shooter Luigi Mangione, finding the grand jury minutes in the case were "legally insufficient."

The decision, from Manhattan Supreme Court Justice Gregory Carro, dismissed first- and second-degree murder as terrorism charges, but left in place a second-degree intentional murder charge as to the killing of Brian Thompson

» The Manhattan Supreme Court decision is posted at nylj.com.

and weapons possession charges.

In a statement, the Manhattan District Attorney's Office said it respects the decision and "will proceed on the remaining nine counts."

Carro issued his ruling from the bench during a brief hearing on Tuesday and later released a 12-page decision explaining his reasoning.

Noting the term "terrorism" has been "famously difficult to define," Carro says state prosecutors placed outsized emphasis on the phrase "revolutionary anarchism" in Mangione's personal journal to support their claims that Thompson's killing was intended to influence the policy of a government unit or specifically terrify the employees of UHC.

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Law Firm Claims Project Veritas Owes Over \$100K In Unpaid Legal Fees

BY RYAN HARROFF

FAR-RIGHT activist group Project Veritas allegedly did not pay its attorneys for work performed on a defamation lawsuit the group brought against the New York Times and a pair of suits against the organization's former employees, according to a complaint filed in New York state court by law firm Abrams Fensterman.

In its Sept. 10 complaint to the Nassau County Supreme Court, the law firm alleges Project Veritas owes the New York-based law firm

\$103,672 for work the firm did on several lawsuits between January 2021 and September 2023. The case against the New York Times accused the news outlet of defamation after it described a video published by Project Veritas that accused U.S. Rep. Ilhan Omar of illegal voting practices as part of a "coordinated disinformation campaign."

The suit was discontinued by the parties' mutual agreement in July after more than two years of inactivity, and no settlement was mentioned on the court's docket or in the stipulation ending the litigation.

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DECISIONS OF INTEREST

First Department

DISPUTE RESOLUTION: Stay of arbitration granted to conduct investigation. *Farmers Group Prop. & Cas. Ins. Co. v. Edwards*, Supreme Court, New York.

CONTRACTUAL DISPUTES: Summary judgment in the amount of \$140,000 granted to plaintiffs. *Tangtiwatana, Apibul v. Tom & Toon Inc*, Supreme Court, New York.

Second Department

CRIMINAL LAW: As applied SORA foreign registration clause violated offender's due process rights. *People v. Edwards*, App. Div.

PERSONAL INJURY: Court prevents jurors from taking notes. *Eddy v. Tavarez*, Supreme Court, Kings.

CONTRACTS LAW: Motion to dismiss granted and denied in part in breach of contract action. *Block v. Companion Life Insurance Company*, Supreme Court, Kings.

CRIMINAL LAW: Motion to suppress evidence in criminal trial denied. *People v. Perez*, Supreme Court, Richmond.

FAMILY LAW: Court finds it has jurisdiction under Melanie's Law in matrimonial proceeding. *J.A. v. J.P.*, Family Court, Westchester.

U.S. Courts

CONSTITUTIONAL LAW: Chat message system acted as government agent when reviewing accounts for sex abuse. *U.S. v. Guard*, 2d Cir.

TELECOMMUNICATIONS: Customer location data is customer proprietary network information. *Verizon Communications Inc. v. Federal Communications Commission*, 2d Cir.

EMPLOYMENT LITIGATION: Diversity suit proceeds against insurer of NJ vehicle involved in June 2023 collision. *Crowe v. Plymouth Rock Mgmt.*, EDNY.

WAGE AND HOUR LITIGATION: Conditional class certification, notice granted in call center workers' FLSA action. *Stoot v. Capital Mgmt. Servs. LP*, WDNY.

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FULL-TEXT DECISIONS, nylj.com

Second Circuit Panel Nixes Investor Attempt at Making Banks Pay for Archegos Capital Losses

BY ALYSSA AQUINO

MORGAN Stanley and Goldman Sachs beat an insider trading suit arising from Archegos' \$36 billion wipeout, convincing the U.S. Court of Appeals for the Second Circuit to drop claims that they used inside information to shield themselves from Archegos' fall.

A unanimous three-judge panel said on Tuesday that the inside trading case couldn't work, as neither Morgan Stanley, Goldman Sachs or Archegos Capital Management LP—a nonparty to the suit—were corporate insiders.

The unanimous three-judge panel said on Tuesday that the inside trading case couldn't work, as neither Morgan Stanley, Goldman Sachs or Archegos Capital Management LP—a nonparty to the suit—were corporate insiders.



Bill Hwang, founder of Archegos Capital Management, exits Manhattan federal court after being sentenced in November 2024.

ers who were banned from using private information for their own gain.

"Appellees were not legally obliged to refrain from trading their Archegos-related positions, or from sharing information about Archegos' financial state," Circuit Judge Maria Araújo Kahn wrote on behalf of a unanimous appeals panel.

Morgan Stanley was represented by Davis, Polk & Wardwell and Goldman Sachs was represented by Cleary, Gottlieb, Steen & Hamilton.

The circuit court decision covers seven lawsuits that were filed after Archegos' March 2021 collapse.

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Online
» The Second Circuit decision is posted at nylj.com.

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'Hulley Enterprises' and the Landscape Of Sovereign Immunity in D.C. Circuit
by Lawrence W. Newman and David Zaslawsky

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. Information is updated daily. Only at nylj.com.

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by Jerry H. Goldfeder

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Signed, Sealed and E-Delivered: Wills in the Digital Age
by Lindsay M. McKenna

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Realty Law Digest

by Scott E. Mollen

'We're Here to Stay': Firms Are Hungry For Pittsburgh Real Estate
by Amanda O'Brien

Justices To Weigh Eminent Domain Limits In Two Cases
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» At the Capital

Whether it's articles on rulings from the New York Court of Appeals or the Appellate Division, **Third Department**, to news about a new statute or budget battle, read the Law Journal's comprehensive coverage of the Capital by Albany correspondent Brian Lee at nylj.com.



How Will the US Supreme Court Rule on Trump's Tariffs? The Experts Are Undecided

BY ALYSSA AQUINO

ARRIVING in the U.S. Supreme Court amid fears of a constitutional crisis, President Donald Trump's tariffs on virtually all global imports will be a tough call for the justices, legal scholars say.

The appeal is to salvage a cornerstone policy of Trump—a self-described "Tariff Man"—that has been rejected by both the U.S. Court of International Trade and the U.S. Court of Appeals for the Federal Circuit. But despite that string of losses, legal experts were hesitant to call the case for the small businesses challenging the tariffs, instead emphasizing the case's remarkable nature.

"This is an incredibly consequential case, not only for tariffs and how they're administered and the huge economic implications that has in the United States and globally, but also for our constitutional government," said Joe Maher, who served as the principal deputy general counsel of the U.S. Department of Homeland Security from 2011 to 2014.

"You've got these very big ideas and impacts on a case that is unusual, even for the Supreme Court," said Maher, now a partner at Nixon Peabody.

The duties, most of which are already in effect, impose tariffs reaching up to 50% on dozens of U.S. trading partners and a new baseline 10% tariffs on goods from nearly every other country. Trump has staked these duties to the International Emergency Economic Powers Act, or IEEPA, a statute allowing the president to "regulate ... importation" in response to an "unusual or extraordinary threat"—in this case, the trade deficit, unauthorized migration and the drug trade.

Importers represented by a team of Supreme Court heavyweights argue that Congress didn't delegate its tariff-making power to the president in IEEPA, and that if lawmakers did, that delegation can't support tariffs as vast as Trump's, which are neither time-limited nor capped.

"The fundamental idea that the president cannot exercise authority unless it's expressly granted to him goes back to at least [President Harry] Truman," said Michael McConnell, one of the attorneys representing the challengers. McConnell directs Stanford Law School's Constitutional Law Center.

A three-judge panel at the trade court sided with the importers unanimously, but the Federal Circuit split 7-4 on the tariffs. While seven circuit judges rejected

Trump's tariffs, they refused to rule on whether the IEEPA can be used to create any tariffs in their majority opinion, spurring four of their own to separately opine that the IEEPA cannot.

The Federal Circuit's rulings "are an indication that different judges might see the proper resolution of these issues differently," said Richard Pildes, a constitutional law professor at the New York University School of Law. "Some of these issues come to the Supreme Court with the unanimous court of appeals behind the issue. This is not that context."

He stressed that the appeal concerns the president's emergency powers. In the 1983 decision, *Immigration and Naturalization Services v. Chadha*, the Supreme Court struck down a provision of the National Emergencies Act allowing Congress to veto presidential national emergency declarations with simple majority votes.

The fact that *Chadha* eliminated a congressional check on the president's emergency powers is "a very important thing to understand in thinking about the relationship between Congress and the president when it comes to the president's invocation of emergency powers," Pildes said.

But Maher, the former DHS offi-

cial, highlighted Biden v. Nebraska, the Supreme Court's 2023 ruling against President Joe Biden's student debt relief program. Invoking the major questions doctrine that a federal agency must have clear congressional authorization to issue a rule on a "major" question, the Supreme Court ruled that the HEROES Act doesn't allow the Executive Branch to cancel \$430 billion of student debt.

The tariffs, Maher said, could implicate trillions of dollars of the global economy.

University of Chicago Law School professor Curtis Bradley took a different tact while analyzing the case—he found it important to take into account fears that the Trump administration wouldn't obey a court order.

A ruling against the tariffs would force the Executive Branch to refund billions of dollars worth of already-paid tariffs. Experts have previously told Law.com that the federal government has done something similar and could do it again. But Bradley argued that the justices may balk at ordering Trump to go through that effort.

"They know this program is extremely important to this president. Just how willing is this court willing to [go] up against this president on a core part of his foreign

policy commitments?" Bradley asked.

He said that the Supreme Court has been "treading lightly" with Trump, highlighting its response to the Trump administration's illegal deportation of Kilmarn Armando Abrego Garcia. The justices pushed back against that deportation, but "pretty gingerly," said Bradley.

If the justices had a way of ruling against the tariffs, without requiring the refund of already-paid duties, Bradley would give the case to the challengers.

The challengers, however, may not be pleased at such a compromise. Moreover, McConnell found fears of a fearful Supreme Court to be overblown.

"That's a calumny. That's untrue. The court tries its best to appear nonpartisan," McConnell said. "No court wants a confrontation with the president, but sometimes it's unavoidable."

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DECISIONS WANTED!

The editors of the New York Law Journal are eager to publish court rulings of interest to the bench and bar. Submissions must include a sentence or two on why the decision would be of significance to our readers. Also include contact information for each party's attorneys. E-mail decisions to decisions@alm.com.



Between the scope of the tariffs, the president's emergency powers and ongoing fears of a constitutional crisis, legal experts are hesitant to say whether the White House or the small businesses challenging the duties has the better case. Above, a cargo ship in Long Beach, Calif.

KYLE GRILLO/BLOOMBERG

'When Does It End?': In Uber Case, 3rd Circuit Asks How Many Retrials Is Too Many?

BY AVALON ZOPPO

PHILADELPHIA

THE U.S. Court of Appeals for the Third Circuit weighed Monday whether a federal district judge had authority to dismiss a lawsuit on the basis that a third jury trial involving the same parties, evidence and issue would be futile.

"How much of the court's time are you allowed to take up?" Third Circuit Judge Marjorie Rendell said during oral arguments. "We have the same plaintiff, the same defendant, the same evidence. When does it end, if you will?"

U.S. District Judge Michael Baylson of the Eastern District of Pennsylvania dismissed the lawsuit—first brought in 2016—after two hung juries last year, finding that the plaintiffs' attorneys could not show they would do anything differently in a third trial that would result in a different outcome. Baylson said judges have inherent authority to manage their dockets and said granting another trial would waste the court's resources.



Uber drivers' attorneys are asking the Third Circuit to either vacate the dismissal and rule in favor of the drivers or certify a question on employment classification standards to the Pennsylvania Supreme Court.

Jurors twice deadlocked on the question of whether the Uber ride-share company violated the Federal Labor Standards Act by classifying its Philadelphia limousine-service drivers as independent contractors rather than employees. The drivers' attorneys are now asking the Third Circuit to either

vacate the dismissal and enter judgment for the drivers or certify a question about employment classification standards under state law to the Pennsylvania Supreme Court.

All three Third Circuit judges asked what standard lower courts must consider when deciding—in

exercising their inherent authority over their dockets—if granting another civil trial would be futile.

"Consider the ramifications of whatever we decide here," said Judge Theodore McKee. "One of those ramifications is going to be looking down the road as a policy matter, what do we say to the district courts? Do you ever have the right or the ability or the power to just say, 'Look, this case is taking my entire docket. I can't try it again. It's worthless to try it again.'"

The drivers' lawyer Shannon Liss-Riordan contended that judges can only use their inherent authority for dismissal to address improper conduct, such as when the underlying claims are frivolous or there's a lack of diligent prosecution or a failure to comply with court orders. None of those situations occurred here, said Liss-Riordan, of Lichten & Liss-Riordan.

She cited the Third Circuit's *United States v. Wright* decision that reversed a lower court's ruling barring retrial in a criminal prosecution after two hung juries.

"In the criminal context, you have due process concerns," Liss-Riordan said. "There, the court said that the prosecutor could go forward a third time. And given the fact that that's the criminal context [and] this is the civil context, why would there be less protection for a criminal defendant than a civil defendant?"

She called it unclear that another trial would be futile because two juries could not reach a unanimous verdict.

Judge L. Felipe Restrepo pressed Uber's attorney on what district courts must consider when weighing the futility of granting another trial after hung juries.

Richard Pritchard, of Littler Mendelson, told the panel that no "magic number" exists as to how many retrials can occur before a judge uses his or her inherent authority to dismiss a civil suit.

Rather, judges can do so when they believe granting a new trial won't yield a different outcome, Pritchard said.

Rendell, however, noted a third jury could view the witnesses differently from a credibility stand-

point or the counsel's arguments could be more forceful.

Pritchard responded that district judges who have overseen such long-running cases are in the best position to know when retrial would be futile. "With more than 8,500 civil cases now pending in the Eastern District, in addition to an overwhelming criminal docket, it is unfair to other litigants, to witnesses, to the jurors, to the judiciary as a whole, and it's certainly unfair to a civil defendant who has now been defending this case for nearly 10 years, to be told that they have to go sit through another trial just so that plaintiffs can take another chance with the same evidence that they used in the first two trials," Pritchard said.

"It is a complete waste of time, and the person in the best position to recognize that fact is the district judge who has supervised this case for 10 years," he added.

The Third Circuit heard oral arguments in *Ali Razak v. Uber Technologies Inc.*, No. 24-2638.

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Major US Companies Could Stop Reporting Greenhouse Gas Emissions Under EPA Plan

BY DAN NOVAK

WASHINGTON, D.C.

MAJOR U.S. companies would no longer need to report greenhouse gas emissions to the U.S. Environmental Protection Agency under an EPA proposal announced Sept. 12.

EPA Administrator Lee Zeldin said the agency was taking steps to end the Greenhouse Gas Reporting Program, which for the past 15 years has required various industries to document their emission levels.

"The Greenhouse Gas Reporting Program is nothing more than bureaucratic red tape that does nothing to improve air quality," Zeldin said in a statement.

The program requires that 47 sources of air pollution be documented by industries including fossil fuel and energy production; chemical, metal and industrial manufacturing; and waste management. Companies emitting at least 25,000 metric tons of car-



bon dioxide equivalent annually are required to comply.

The EPA said it will remove all of the reporting requirements except for methane emissions reporting, which is required under the Biden-

era Inflation Reduction Act. The EPA will delay implementation of those reporting requirements until 2034, the agency said.

Ending emissions reporting would save facilities across the

nation \$303 million annually, according to the EPA.

The Trump administration does not think greenhouse gas emission is a major problem, "therefore they don't support significant efforts to reduce it," said Columbia University environmental law professor Michael Gerrard. "And they also know that major efforts to reduce greenhouse gases will also be bad for the friends of the fossil fuel industry."

The GHGRP is not required under the Clean Air Act but was established in the 2008 appropriations bill, the EPA stated in its proposed rule published in the Federal Register.

The EPA has satisfied Congress' wishes for the program and "it is appropriate at this time to discontinue the collection of information from all sources that do not have a statutory requirement to collect GHG emissions," the agency stated.

The Trump administration has also argued the information gathered through the GHGRP is of lim-

ited use and has not led the EPA to develop new regulations.

American University environmental law professor Bill Snape called the administration's argument "absolutely false with regard to [Clean Air Act] permits" and Clean Air Act implementation. Any major program under the act needs a permit, and states use information gathered through the GHGRP to monitor whether companies are above or below certain emission thresholds, he said.

Gerrard, director of Columbia's Sabin Center for Climate Change Law, said the agency's reporting program also helps companies understand their own emissions, which they often did not know until required to measure them. The industries' voluntary reporting programs are vague and have less stringent measures in place, Gerrard added.

Dustin Meyer, an American Petroleum Institute senior vice president, said in a statement

that the oil and gas industry has a "long track record of reporting greenhouse gas emissions to a variety of stakeholders, and we remain committed to doing so in a transparent and accurate way."

The EPA under Zeldin has taken steps to eliminate or weaken dozens of environmental protections. In July, the EPA moved to eliminate the scientific basis underpinning greenhouse gas regulations.

Gerrard said eliminating the GHGRP could lead the United States to run afoul of the 1992 United Nations Framework Convention on Climate Change, an international treaty that requires countries to report greenhouse gas emissions. The treaty was ratified by the Senate.

The Trump administration "wants to systematically ignore greenhouse gas emissions," Gerrard added.

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Expert Analysis

INTERNATIONAL LITIGATION

'Hulley Enterprises' and the Landscape Of Sovereign Immunity in DC Circuit

In 2014, an arbitral tribunal ordered Russia to pay over \$50 billion in damages to the former majority shareholders of the defunct oil company, OAO Yukos Oil Company (Yukos). This is the largest known arbitration award.

It has led to an 11-year (and counting) multi-jurisdictional odyssey to enforce the historic award. One of the more recent episodes played out on Aug. 5, 2025, when the United States Court of Appeals for the District of Columbia Circuit vacated a district court ruling, which had held that there was jurisdiction under the Foreign Sovereign Immunities Act (FSIA) to enforce the award.

In *Hulley Enterprises Ltd. et al. v. Russian Federation*, 2025 WL 2216545 (D.C. Cir. Aug. 5, 2025), the D.C. Circuit held that a U.S. court must independently determine whether an arbitration agreement exists to establish jurisdiction under the FSIA, even if the arbitral tribunal already decided the issue.

The Underlying Arbitration

The dispute traces its origins to the early 2000s, when the Russian Federation expropriated the most valuable assets of Yukos, once Russia's largest private oil company.

The majority shareholders of Yukos—Hulley Enterprises Ltd., Yukos Universal Ltd., and Veteran Petroleum Ltd.—initiated arbitration proceedings under the Energy Charter Treaty (ECT), alleging that Russia's actions violated Article 13 of the Treaty, which prohibits unlawful expropriation of investments by signatory states.

Although Russia signed the ECT in 1994, it never ratified the Treaty and later withdrew from it in 2009. Nonetheless, the ECT provides for provisional application of its terms upon signature, unless such application is inconsistent with a signatory's domestic laws (Article 45).

LAWRENCE W. NEWMAN is of counsel and DAVID ZASLOWSKY is a partner in the New York office of Baker McKenzie.



By
Lawrence W.
Newman

And
David
Zaslawsky

The arbitration, seated in The Hague, lasted for a decade. In July 2014, the tribunal issued a final award, finding that it had jurisdiction and awarding the shareholders over \$50 billion.

Russia immediately challenged the award in the Dutch courts, arguing that the tribunal lacked jurisdiction because there was no valid arbitration agreement. Russia

The FSIA provides the sole basis for jurisdiction over a foreign state in U.S. courts. Therefore, a court must satisfy itself that one of the FSIA's enumerated exceptions applies before it can hear the case.

contended that it was not bound to provisionally apply the ECT's arbitration clause.

The Dutch courts ultimately upheld the tribunal's jurisdiction and affirmed the award. The Dutch Supreme Court concluded that Russia had provisionally applied the ECT and that the claimants qualified as protected investors.

The U.S. Enforcement Proceedings and FSIA Jurisdiction

While the Dutch legal proceedings were ongoing, the Yukos shareholders sought to enforce the award in various jurisdictions around the world. In the U.S., those efforts were in a proceeding in the U.S. District Court for the District of Columbia.

Under U.S. law, foreign states are presumptively immune from the jurisdiction of U.S. courts unless one of the enumerated exceptions to sovereign immunity under the Foreign Sovereign Immunities Act (FSIA) applies.

The relevant exception here is the so-called arbitration exception, codified at 28 U.S.C. §1605(a)(6), which removes immunity in cases to enforce an arbitration agreement or award governed by a treaty in force for the U.S.

To apply this exception, a plaintiff must establish three jurisdictional facts: (1) the existence of an arbitration agreement, (2) the existence of an award, and (3) a governing treaty. Russia moved to dismiss the case, asserting sovereign immunity and arguing that the arbitration exception did not apply because there was no arbitration agreement.

Russia contended, as it had before the arbitral tribunal, that its provisional application of the ECT did not create a binding agreement to arbitrate, primarily because it was allegedly inconsistent with Russian law.

The district court held that it had jurisdiction and was not required to re-litigate the question of the existence of an arbitration agreement.

The district court reasoned that since the arbitral tribunal had already considered and decided this jurisdictional question—in a context where the parties had "clearly and unmistakably" delegated such authority to the tribunal—its findings were binding and not subject to *de novo* review by the court. It was this point of deference that the D.C. Circuit found to be an error of law.

The D.C. Circuit's Holding: Independent Judicial Review Required

The D.C. Circuit, in an opinion by Judge Neomi Rao, clarified a fundamental and often-overlooked principle of U.S. federal jurisdiction: when a plaintiff seeks to establish jurisdiction over a foreign state under the FSIA, the

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By
Jerry H.
Goldfeder

voters who argued that timing of local elections is under a locale's authority.

Supreme Court, Onondaga County, agreed with plaintiffs, striking down the law as violative of the New York State constitutional grant to local governments of authority over their elections. The Appellate Division, Fourth Department reversed, essentially holding that the state legislature had the authority to direct this change.

The court must determine whether local legislatures have the

and especially to exercise the elective franchise."

A case was brought by several Black and Hispanic voters under this law alleging vote dilution by the Town of Newburgh, whose legislative body is elected through an at-large system of voting. Supreme Court, Orange County dismissed the lawsuit and held that the Act was facially unconstitutional on equal protection grounds.

The Appellate Division, Second Department reversed that finding, and certified an appeal to the Court of Appeals. *Clarke v. Town of Newburgh*, 237 A.D.3d 14 (2d Dep't 2025). Oral argument is scheduled for Oct. 14, 2025.

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The same is true for those who petition to appear as an independent candidate on the general election ballot. These deadlines are strictly construed and enforced, as are deadlines for those running in multiple primaries who lose one of them, allowing the candidate to drop off all lines; or

» Page 7

Of course, there is also litigation over whether the president has authority to issue Executive Orders relating to federal elections (*LULAC v. Executive Office of the President*, 780 F.3d 185 (D.C.C. 2025)).

In New York, aside from those that decide routine ballot access challenges, there are a few interesting and novel cases. Here, then, is a synopsis of a few.

Even-Year Voting. The New York Court of Appeals heard two hours of oral argument on Sept. 8, 2025 on whether the state legislature acted properly in requiring that certain counties and towns outside of New York City hold their local elections at the same time as state and federal voting. (*Onondaga County v. State of New York*, on appeal of 238 A.D.3d 1535 (4th Dep't 2025)). This "even-year voting" law was enacted to increase voter turnout, yet robustly challenged by several jurisdictions and

JERRY H. GOLDFEDER is senior counsel at Cozen O'Connor, director of the Fordham Law School Voting Rights and Democracy Project, and chair of the American Bar Association's Election Law Committee.

Expert Analysis

INTERNATIONAL LITIGATION

'Hulley Enterprises' and the Landscape Of Sovereign Immunity in DC Circuit

By
Lawrence W.
Newman

And
David
Zaslawsky

The arbitration, seated in The Hague, lasted for a decade. In July 2014, the tribunal issued a final award, finding that it had jurisdiction and awarding the shareholders over \$50 billion.

Russia immediately challenged the award in the Dutch courts, arguing that the tribunal lacked jurisdiction because there was no valid arbitration agreement. Russia

The FSIA provides the sole basis for jurisdiction over a foreign state in U.S. courts. Therefore, a court must satisfy itself that one of the FSIA's enumerated exceptions applies before it can hear the case.

contended that it was not bound to provisionally apply the ECT's arbitration clause.

The Dutch courts ultimately upheld the tribunal's jurisdiction and affirmed the award. The Dutch Supreme Court concluded that Russia had provisionally applied the ECT and that the claimants qualified as protected investors.

The U.S. Enforcement Proceedings and FSIA Jurisdiction

While the Dutch legal proceedings were ongoing, the Yukos shareholders sought to enforce the award in various jurisdictions around the world. In the U.S., those efforts were in a proceeding in the U.S. District Court for the District of Columbia.

Under U.S. law, foreign states are presumptively immune from the jurisdiction of U.S. courts unless one of the enumerated exceptions to sovereign immunity under the Foreign Sovereign Immunities Act (FSIA) applies.

The relevant exception here is the so-called arbitration exception, codified at 28 U.S.C. §1605(a)(6), which removes immunity in cases to enforce an arbitration agreement or award governed by a treaty in force for the U.S.

To apply this exception, a plaintiff must establish three jurisdictional facts: (1) the existence of an arbitration agreement, (2) the existence of an award, and (3) a governing treaty. Russia moved to dismiss the case, asserting sovereign immunity and arguing that the arbitration exception did not apply because there was no arbitration agreement.

Russia contended, as it had before the arbitral tribunal, that its provisional application of the ECT did not create a binding agreement to arbitrate, primarily because it was allegedly inconsistent with Russian law.

The district court held that it had jurisdiction and was not required to re-litigate the question of the existence of an arbitration agreement.

The district court reasoned that since the arbitral tribunal had already considered and decided this jurisdictional question—in a context where the parties had "clearly and unmistakably" delegated such authority to the tribunal—its findings were binding and not subject to *de novo* review by the court. It was this point of deference that the D.C. Circuit found to be an error of law.

The D.C. Circuit's Holding: Independent Judicial Review Required

The D.C. Circuit, in an opinion by Judge Neomi Rao, clarified a fundamental and often-overlooked principle of U.S. federal jurisdiction: when a plaintiff seeks to establish jurisdiction over a foreign state under the FSIA, the

» Page 6

ELECTION AND POLITICAL LAW

Even-Year Voting, Voting Rights and Getting Off the Ballot

By
Jerry H.
Goldfeder

voters who argued that timing of local elections is under a locale's authority.

Supreme Court, Onondaga County, agreed with plaintiffs, striking down the law as violative of the New York State constitutional grant to local governments of authority over their elections. The Appellate Division, Fourth Department reversed, essentially holding that the state legislature had the authority to direct this change.

The court must determine whether local legislatures have the

and especially to exercise the elective franchise."

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IN BRIEF

« *Continued from page 1*
 since his return to office. Trump replied, "You're hurting Australia very much right now, and they want to get along with me."

He said Australian Prime Minister Anthony Albanese would be visiting him at the White House soon and "I'm going to tell him about you. You set a very bad tone."

When the reporter continued to ask questions in a loud voice, Trump hushed him by saying, "quiet" and turned to Jonathan Karl of ABC News for a "nicer tone."

But Trump also lit into Karl, too. The two men have known each other for many years.

Karl asked about Attorney General Pam Bondi's comments that she will go after hate speech after the killing of influential conservative activist Charlie Kirk. Karl said even some of the president's allies consider hate speech to be free speech, and therefore protected by the Constitution.

Trump responded by telling Karl the administration would "probably go after people like you, because you treat me so unfairly, it's hate. You have a lot of hate in your heart."

—Associated Press

Davis Polk Adds Blackstone Managing Director of Legal and Compliance

Oran Ebel, who was managing director in the legal and compliance group of Blackstone, is joining Davis, Polk & Wardwell, the law firm said Tuesday. Ebel will work out of the firm's investment management practice in New York.

The firm said he is a key part of the firm's build-out of its credit fund and private credit capabilities.

"He is an excellent addition to our preeminent investment management practice, particularly as we continue to build out our credit fund capabilities and strengthen our firm's position as a market leader in private credit," Neil Barr, Davis Polk's chair and managing partner, said in a statement.

Ebel had been at Blackstone for more than 12 years, holding several leadership positions in both Blackstone and GSO Capital Partners, the credit arm of The Blackstone Group. Before he left, he was a deputy general counsel of Blackstone Credit. He also served as chief legal officer and secretary of Blackstone Private Credit Fund and Blackstone Secured Lending Fund.

"Oran not only has a rare practice that combines deep experience in private credit, regulated funds and private funds, he has a sophisticated understanding of the various complexities involved in operating a retail business alongside private funds," Leor Landa, head of Davis Polk's investment management practice, said in a statement. "And he brings years of underlying credit transactional experience as well."

While at Blackstone, Ebel was responsible for new business initiatives, fund structuring and related issues, and investment transactions, among other duties, the firm said in a release.

In a statement, Ebel said he was "energized by the firm's growth and investment in the private credit market."

Davis Polk has been building up its funds, private credit and capital capabilities as it leans into that growing market. The firm hired a longtime finance partner from White & Case in California in August, and firm chair Barr has stated on several occasions that private markets are a key focus of the firm.

—Patrick Smith

Appeals Court Rejects George Santos Lawsuit Against Jimmy Kimmel Over Cameo App Videos

A copyright infringement lawsuit former Congressman George Santos filed against talk show host Jimmy Kimmel and ABC was properly dismissed by a lower court judge, an appeals court said Monday.

The U.S. Court of Appeals for the Second Circuit rejected the lawsuit in which Santos alleged that Kimmel deceived him into making videos on the Cameo app that were used to ridicule the disgraced New York Republican on air.

—Patrick Smith

The appeals court said Kimmel was protected by fair use laws allowing limited use of copyrighted material without permission for humor and parody, among other possibilities.

Lawyers in the case did not immediately respond to requests for comment.

The Second Circuit said Kimmel used fictitious names to submit requests to Santos for personalized videos that the comedian then aired on his show as part of a mocking series of segments titled "Will Santos Say It?"

In one clip, Santos offers congratulations to the purported winner of a beef-eating contest, calling the feat of consuming 6 pounds (2.7 kilograms) of loose ground beef in under 30 minutes "amazing and impressive."

In his February 2024 lawsuit, Santos said Kimmel was "capitalizing on and ridiculing" his "gregarious personality."

The appeals court, in an opinion written by Circuit Judge Raymond J. Lohier, Jr., said even the lawsuit filed by Santos portrays the defendants as being motivated by sarcastic criticism and commentary, two purposes protected by the fair use doctrine.

In July, Santos reported to a federal prison in New Jersey to begin serving a seven-year sentence after pleading guilty to federal wire fraud and aggravated identity theft charges for deceiving donors and stealing people's identities in order to fund his congressional campaign.

Santos was once heralded in the Republican Party for winning a perennially contested New York congressional seat covering parts of Queens and Long Island. But then it became clear that he fabricated much of his life story.

Among false claims were that his mother died in the 9/11 attacks. He also had to explain that he was "Jew-ish," not Jewish, when questions were raised about his claim that his grandparents had fled the Holocaust.

He survived two expulsion attempts before a scathing House ethics committee report in late 2023 led to his ouster from Congress, making him only the sixth member in the chamber's history to be removed by colleagues.

—Associated Press

In Willkie Leadership Change, PE Practice Leader Will Joint Chair Firm, After Cerabino Steps Down

After what will be a 17-year run as co-chair of Willkie Farr & Gallagher, Tom Cerabino is stepping down from the role at the end of 2026. Jeff Poss, who has led the firm's private equity practice for the past decade and held senior leadership positions within the firm for the last 15 years, will assume the role and work alongside current joint chairman Matthew Feldman, the firm said Tuesday.

Cerabino will remain with the firm as a partner and return to his corporate practice. The firm said it does not have term limits or terms per se in its chair role. Cerabino, who will have been in the role for 17 years, said he viewed it as "year to year at the pleasure of the executive committee."

"It was the right time for a change," said Cerabino, who will be 70 soon. "I will continue to be a resource for Matt and Jeff. I don't intend to have any titles. I intend to help the firm by continuing to practice."

While Willkie has undergone fast headcount and profit growth in recent years, the leadership change comes after a series of unforeseen challenges in 2025.

Willkie was one of nine firms to make a deal with the Trump administration, and, like those firms, has seen some dissonance over the decision, including the loss of attorneys to other firms and public resignation letters related to the Trump deal, especially in San Francisco.

The firm has also seen two of its attorneys perish in vehicle accidents this year.

"We have faced unprecedented challenges, both internally and externally," Feldman said. "We lost two attorneys to motor vehicle accidents. And there were some external challenges we didn't expect. What is important is for the firm leaders to be prepared for the unknown."

The leadership change has

been in the works for a while. Cerabino announced internally early last year that he would be stepping down at the end of 2026.

While this year has presented challenges, Poss noted that Cerabino and Feldman accomplished significant growth during their leadership together. He added that he and Feldman are looking to "supercharge" the growth, to move up several places in the Am Law 100.

"What Tom and Matt have executed over the five years is a targeted, high-growth strategy," Poss said in an interview. "They opened six offices in key markets, increased headcount and client support, and did it without sacrificing our top-line growth. Matt and I will continue that strategy. We love our footprint, and we believe we have the key pieces to supercharge growth into the Am Law 15 or Am Law 10."

In 2021, the firm was ranked No. 44 in the Am Law 100. In 2025, it was ranked No. 30.

Speaking on growth opportunities, Feldman said the firm is happy with its current footprint and has enough boots on the ground in its preferred markets to feel good about what the firm can do in each of those locations.

But the firm is still keeping an eye out for opportunities.

"We love our footprint, but we are also not complacent," Poss said. For example, Willkie is keeping an eye on activity in the Middle East, where it has seen some competitors plant flags recently and is evaluating whether it makes sense to enter that market.

Even as he seeks out growth opportunities, Poss will continue to keep his private equity practice, something all the firm's chairs still do.

"We believe it helps maintain credibility with the partnership," Cerabino said of Willkie's leaders keeping an active practice while in the role. "They know you can understand their problems."

Poss has been at Willkie for 35 years now, and part of his selection by the executive committee to take over for Cerabino was the trust and familiarity he had built up with the partnership, as well as his ability to recruit, something that has become increasingly important in the attorney arms race.

"Everyone has their strengths and weaknesses," Feldman said. "Jeff's strength has been that of a great recruiter of lateral partners. [Brian] Hamilton (former Sullivan & Cromwell private equity co-head who moved to Willkie on September 8 of this year) was driven by Jeff."

Poss is well aware of how important the chair role can play in recruiting top talent and intends to make it a focus.

"It is a critical part of being the chair," Poss said, adding that it entails educating and enticing potential talent, "and making sure they understand what we offer that their current firm does not."

Balancing recruiting and growth goals is also not lost on leadership. "Growth is great, but you need to maintain your PEP to be able to compete for top of market talent," Cerabino said. "You need to keep the stock price up."

The joint chair setup with Cerabino and Steve Gartner was the firm's first, and it took place after Jack Nusbaum stepped down from the chairman role after 23 years in 2010.

Feldman became Willkie's other joint chair in January 2021, after Steve Gartner stepped down.

Willkie saw a remarkable run of growth during Cerabino's tenure. In 2010, when Cerabino took over alongside existing co-chair Gartner, the firm was \$530 million in revenue and had eight offices. As of its fiscal 2024 reporting, the firm is now \$1.8 billion in revenue (240% increase), 16 offices (100% increase) and, since fiscal 2015, saw its headcount double.

Willkie has also accelerated its partnership growth in recent years, partly thanks to the quick expansion of its non-equity tier, which it launched around 2018. Last year, Law.com reported that Willkie's growth rate—in revenue, profits and head count—has surpassed that of many other big firms in recent years, and among all Am Law 200 firms, Willkie has the highest percentage growth rate in head count over the last five years, expanding by 61% from 2019 to 2023.

—Patrick Smith

Outside Counsel

Signed, Sealed and E-Delivered: Wills in the Digital Age

By
 Lindsay M.
 McKenna



many New Yorkers, this is contrary to their intent, which is often to distribute one hundred percent of the probate estate to a surviving spouse. In this scenario, a will is needed.

The EWA only addresses the execution of a will, not the planning that is necessary leading up to signing a will, thus New Yorkers, even in remote and underserved areas, will continue to need assistance in preparing a plan and the preparation of the document.

An estate planning attorney, if one is used, will continue to play

With the growing use of electronic estate planning tools, it is possible that a testator will never meet or even discuss their estate plan with an attorney.

Assemblyman Charles D. Levine, sponsor of the EWA, maintained during the Chamber Discussion that the goal of permitting electronic wills is to make obtaining a will accessible to all New Yorkers, as he reports that less than one-third of New Yorkers have a will.

Levine suggests that for many New Yorkers, it is not feasible to make a will due to expense and/or access, particularly for those in remote and underserved areas. A will is necessary for all competent adults who want to dispose of property in a way that deviates from the intestacy rules.

Under the rules of intestacy, EPL 4-1.1 directs that a New York decedent who leaves behind a spouse and children will have his property distributed as follows: the first \$50,000 plus one-half of the net probate estate to the surviving spouse and the remainder to children, in equal shares.

Definition of an 'Original' Electronic Will

The EWA provides that a will executed electronically in compliance with proposed EPL 3-6.6 and

subsequently filed with the New York State Unified Court System is an electronic will and that the "original" electronic will contains an audit trail data as defined in EPL 3-6(2). However, what is considered to be original for purposes of filing with the New York State Unified Court System is unclear.

A fully electronic will (electronic format and electronically signed by the testator and witnesses) will presumably be delivered to the Unified Court System as a PDF, however it is not clear how such document will be determined to be the "original."

In addition, paper wills with manual signatures utilizing remote witnesses will possibly contain a PDF version of the manually signed instrument without acknowledging that the original exists in paper form.

Choice of Law

The proposed EPL 3-6.4 provides, in part, that an electronically signed will executed in compliance with the law of the jurisdiction where the testator is physically located or domiciled when the will is signed or the testator dies in compliance with the EWA.

This provision is similar to EPL 3-5.1 which provides, in part, that a will executed outside of New York will be admissible in New York if executed and attested to in accordance with the local law of the jurisdiction in which the will was executed or where the testator was domiciled at the time of execution or death. However, testators should proceed with caution if residing or moving outside of New York State.

While all states have laws overseeing the execution of wills, more than half of states have not yet addressed the use of electronically signed wills, not only if the state will permit electronic wills, but also if wills electronically signed under New York law will be accepted. In fact, two states (New Hampshire and Oregon) expressly prohibit the use of electronic wills.

Thus, a testator moving outside of New York will need to be diligent in reviewing each

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Mangione

« *Continued from page 1*

"The People point to defendant's journal entries found in his backpack as evidence of terroristic intent," the judge said. "But those writings ultimately do not aid the People's argument. The defendant's apparent objective, as stated in his writings, was not to threaten, intimidate, or coerce, but rather, to draw attention to what he perceived as the greed of the insurance industry [...]."

"I do not sanction the defendant's heinous conduct, but it does not comport with our current understanding of terrorism," Carro said.

Mangione appeared briefly in court on Tuesday, shackled and wearing federal prison garb. He showed no discernible reaction to the ruling from Carro.

The short conference unfolded before a courtroom packed with press and the public, some of whom told the New York Law Journal and Law.com that they lined up more than 24 hours beforehand to secure a seat.

The 27-year-old remains in federal custody. His defense team has alleged the parallel state and federal charges implicate double jeopardy concerns and that their client was prejudiced by concurrent proceedings.

Carro wrote there was no double jeopardy violation, but that the defense's motion on that front was premature.

Defense attorneys previously sought Huntley, Mapp, and Mosley hearings to determine the voluntariness of Mangione's statements to arresting officers, whether or not personal belongings seized by cops can be used against their client, and to challenge identifying testimony from a non-witness to the crime.

The court agrees with the defendant that the People appear to conflate an ideological belief with the intent to intimidate or coerce a civilian population," the judge wrote.

Carro granted that request, and ordered the parties to return to state court on Dec. 1 for hearings.

A conviction on second-degree

murder carries a maximum sentence of life in prison, though federal prosecutors have said they intend to pursue a capital case.

Thompson was shot and killed in Midtown Manhattan on Dec. 4 by a lone gunman who quickly fled the scene. Investigators located three shell casings near his body, which bore the words "depose," "delay," and "den." The words "depose," "delay" and "deny" are commonly used to refer to tactics insurance companies use to avoid covering claims.

Mangione was arrested days later at a McDonald's in Pennsylvania after an employee recognized him from media coverage of the event. Officers recovered a ghost gun, ammunition, a silencer, a fake drivers license, cash, letters and a notebook in his backpack.

His defense team has argued the police lacked a warrant to search his bag, making the seizure of that evidence inadmissible.

Carro on Tuesday also granted a defense request to block prosecutors from using materials subpoenaed from Mangione's health care provider, but declined to rule on whether or not his HIPPA rights were violated.

Prosecutors previously said they had requested limited information from Aetna and deleted the files as soon as they realized what they were.

The ruling from Carro has no impact on his federal case.

Mangione is represented by Karen Friedman Agnifilo, Marc Agnifilo and Jacob Kaplan of Agnifilo Intriator. Learned counsel in the federal matter is Avraham Moskowitz of Moskowitz Colson Ginsberg & Schulman.

Emily Saul can be reached at esaul@alm.com. X: @emily_saul

DOJ failed to establish the special circumstances necessary to release the materials.

Epstein died in 2019 while awaiting trial in a federal prison in Manhattan. Maxwell, who prosecutors alleged groomed and sexually abused minors as part of a sex trafficking conspiracy, was subsequently charged and convicted at trial.

The DOJ moved to unseal grand jury testimony in both cases earlier this year, after the Trump Administration claimed it would release documents related to the cases and then declined to do so in an unsigned DOJ memo.

The move sparked intense criti-

cism and the Republican-led House Oversight Committee subpoenaed the DOJ for files. The Oversight Committee, earlier this month, began publicly releasing batches of Epstein-related material.

Real Estate Trends

REALTY LAW DIGEST



By
Scott E.
Mollen

Apartment Co-op Renovations—Alleged Breach of Contract—Issues of Fact Preclude Summary Judgment—Rescission Claim Dismissed—Rescission “Only Available as a Remedy Where a Breach of Contract Is ‘So Substantial and Fundamental as to Strongly Tend To Defeat the Object of the Parties In Making the Contract’”—Plaintiffs Failed To Demonstrate “That They Lack an Adequate Remedy at Law, Such as Money Damages”—Counterclaim Dismissed Based on Lack of Evidence “Demonstrating the Existence of Issues of Fact”—Defendant Asserted That Contract “Deliberately Understated the Work To Be Performed As This Was the Contract Provided to the Cooperative Corporation Pursuant to the Alteration Agreement”

This decision involved a breach of contract claim asserted by plaintiff owners of two cooperative apartments against a defendant contractor.

The plaintiffs had retained the defendant pursuant to a February 2015 written contract to perform work in the apartments (February 2015 contract).

The plaintiffs also entered into an Alteration Agreement with the cooperative corporation. That agreement required the plaintiffs to submit copies of “all contracts they made with contractors, subcontractors, and suppliers prior to the commencement of any work....”

The February 2015 contract required that the defendant combine the two apartments by opening a ceiling and installing a steel staircase between the apartments. The defendant was also supposed to install “new fixtures, amenities and flooring....” The original contract price was \$42,000. The defendant was to be paid \$20,000 on the first day of work, \$17,000 “as per work progress,” and \$5,000 upon completion. However, the plaintiffs paid the full contract price by March 17, 2015, and paid more than \$50,000 in additional payments to the defendant.

The plaintiffs alleged that the project was “not completed on schedule” and the defendant “performed defective work, deviated from the approved plans, and caused delays that deprived them of the use of the apartments for several months.”

The plaintiffs cited examples of allegedly “unauthorized demolition work” and damage relating to other work. They asserted that the

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



Desert Palm Inn at 1505 North Ocean Avenue in Seaside Park, N.J.

Justices To Weigh Eminent Domain Limits In Two Cases

BY CHARLES TOUTANT

TRENTON, N.J.

THE NEW JERSEY Supreme Court has agreed to consider the limits of eminent domain power in two cases involving municipalities.

In a case involving the Township of Jackson, the court will consider whether land can be acquired through eminent domain that is not to be put to a public use, but for the purpose of exchanging it for other land held by a third party.

And in a case involving the Borough of Seaside Park, the court will look at whether the ordinance authorizing a municipality to acquire property through eminent domain is required to set forth the specific public purpose for which the property is being acquired.

The court granted certification in both cases in orders made public Wednesday. Dates for arguments have not been announced.

In *Township of Jackson v. Getzel Bee*, the municipality wants to acquire two privately owned parcels known as Lots 84 and 90 for the purpose of combining them with other lands already owned by the town, and trading them for another property that would be acquired for open space. A trial court deemed the transaction a valid exercise of the town's eminent domain authority. But the Appellate Division reversed that decision, noting that the town did not show that Lots 84 and 90 would be used for a valid public purpose. Citing case law requiring a municipality to “turn square corners,” or deal fairly and forthrightly with property owners when exercising eminent domain powers, the appeals court said Jackson failed to turn square corners in the present case.

An ordinance shows Lots 84 and 90 are included in the land-swap agreement “to protect and maintain open space within the township,” the Appellate Division said.

But the Appellate Division said “a careful reading of the ordinance demonstrates it is developer's land, acquired through the land-swap deal, that will be used for open space, not the land condemned by the Township. This precise

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REAL ESTATE FINANCING

Key Considerations in Negotiating Hotel Comfort Letters

BY JEFFREY B. STEINER,
SCOTT A. WEINBERG
AND PHILIP M. FITZPATRICK

Commercial real estate lending on hotel properties presents unique challenges for credit providers. Unlike office, multifamily, industrial or other assets, the success of a hotel often depends on the strength of its franchise, or “flag.”

For this reason, lenders originating loans to hotel owners must carefully consider not only the relationship between the borrower (franchisee) and the brand owner (franchisor), but also the impact on the relationship among the parties in the event of a loan default. That's where “comfort letters,” sometimes referred to as recognition agreements or tri-party agreements, come in.

Owners must induce their franchisor to provide their lender *comfort* that it will have adequate rights and protections with respect to the continuity of the flag at the subject property after a loan default. Below we'll review some key considerations in negotiating these agreements.

An important introductory consideration is that these agreements often take considerable time to negotiate. Major hotel brands, recognizing the importance of their brand value and strength within the market, maintain standardized comfort letter forms with limited negotiability while smaller franchisors or independent flags may offer greater flexibility to attract lender financing. An aggressive push to get these agreements

negotiated early in a transaction will help lead to a smoother loan closing.

Step one in negotiating comfort letters is understanding what rights the lender needs to protect. Since most franchise agreements grant franchisor a termination option upon an owner default, lenders must obtain the right to be notified of, and to cure, such defaults. To that end, lender should receive copies of all default notices (and other material notices as well) prior to franchisor's ability to take enforcement action.

Once notice has been obtained, the next piece is having an extended cure period. While pure monetary defaults require nothing more than sufficient funds (and thus typically have a short cure period), as lenders are not involved in the day-to-day operation of the hotel, a non-monetary default could naturally take time to resolve, and should typically have a longer cure period, with further rights to extend if lender is diligently pursuing a cure.

The next, and perhaps most fundamental right, is to ensure that lender (or its successor-in-interest following foreclosure, deed-in-lieu thereof, etc.) may assume the franchise (or obtain a new agreement) upon obtaining title to the hotel. Without this right, the value of the hotel could collapse following lender's succession to title, as the property would risk the loss of its name, brand affiliation, POS and reservation systems, etc. due to a franchise default, possibly occasioned by the mere change in ownership.

From a franchisor's perspective, licenses are typically granted to franchisees based on their operational experience and alignment with brand standards, so franchisors may resist automatic assumption

by lenders who may lack hotel management expertise. With that said, barring unusual circumstances, lenders which are neither an affiliate of borrower or a competitor of the franchisor should not have much trouble obtaining the right to step in to assume the franchise agreement, subject to satisfaction of certain conditions.

Lenders may be required to, among other things, cure outstanding defaults, designate a qualified operator, pay an assumption fee, etc. Lenders, however, should seek to limit their exposure, particularly for historical defaults predating foreclosure, as well as defaults which are not susceptible of cure. A balanced approach is to require lenders to cure only monetary defaults initially, and to undertake non-monetary cures prospectively, within a reasonable timeframe after succession of title.

Well positioned lenders can also negotiate for what obligations they are *not* required to cure or assume (e.g., transfer or disposition fees

is underperforming relative to competitors, or if continued affiliation would require burdensome property improvement plans, transfer fees or the like, the lender may prefer to terminate and re-flag the hotel.

Preserving a menu of exit strategies gives lenders flexibility in repositioning the property. Franchisors may resist termination rights for obvious reasons, so lender's ability to obtain a termination right is often contingent on leverage and bargaining position, including how much term is left on the franchise agreement when the comfort letter is signed.

Another critical consideration is whether the lender may assign the underlying license and the comfort letter itself. If the lender is looking to potentially sell or securitize the loan, the comfort letter is useless if it only runs to the benefit of the initial named lender.

The comfort letter should expressly permit assignment (or franchisor's agreement to issue a replacement

Lenders should approach comfort letter negotiations with an understanding of brand priorities while remaining firm on the essentials: notices of defaults, manageable cure rights, and flexibility in assumption or termination.

or property improvement plans). Often, the best solution is to agree to enter into a new agreement with franchisee following a foreclosure, on substantially the same terms as the existing franchisor *minus* whatever obligations lender is keen on avoiding.

While preserving the right to maintain the license is essential, there may be circumstances where termination is the best course for a lender. For example, if the brand

comfort letter) to a securitization trustee or servicer without requiring franchisor consent, and the franchisor should agree to recognize master servicers, special servicers, and successors of the lender.

Comfort letters are not a one-way street. Franchisors will push not only for certain conditions to assumption or termination covered above, but also to obtain representations and covenants from the lender. Beyond the boilerplate

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Pittsburgh's Union Trust Building, home to Saxon & Stump's new office as well as a number of Am Law 200 firms.

‘We're Here to Stay’: Firms Are Hungry for Pittsburgh Real Estate

BY AMANDA O'BRIEN

PITTSBURGH, Pa.

A NUMBER of law firms are establishing roots in Pittsburgh, seeking out top-tier space in an increasingly popular secondary market.

A one-time industrial hub now home to a diverse set of clients as well as lower-priced legal talent, the Steel City has seen a number of new office launches and office moves in 2025. Fragomen launched in Pittsburgh in February, and Stevens & Lee and Saxon & Stump announced new offices in July and August respectively.

Meanwhile, Fox Rothschild moved its Pittsburgh office from One Mellon Center to 6 PPG Place, also effective in August, and K&L Gates opted to remain in its flagship location while cutting square footage at the start of the year.

“We have seen a lot of firms adding Pittsburgh on the map. While always a hub for the legal community, it seems like we have five to seven firms with new Pittsburgh locations,” observed Michael Downey, a principal at real estate advisory firm Avison Young.

Real estate brokers in the region generally agreed that demand for real estate in Pittsburgh was up. According to David Koché, executive managing director at Newmark, firms leased 4.6 million square feet in the first quarter of 2025, marking a 25% year over year increase.

“Law firms are gravitating toward high-quality, amenity-rich buildings—think fitness centers, diverse dining options, outdoor spaces, convenient parking—to entice employees back to the office and support collaboration and retention,” Koché said via email. “Roughly half of U.S. law firms plan to upsize their footprint in the next two years, and many are moving into secondary markets like Pittsburgh to access talent and reduce costs.”

Cushman & Wakefield Pittsburgh managing director Sam McGill agreed that demand was likely to grow and noted firms' preference for higher-class space, although he also raised concerns about the current real estate market in Pittsburgh.

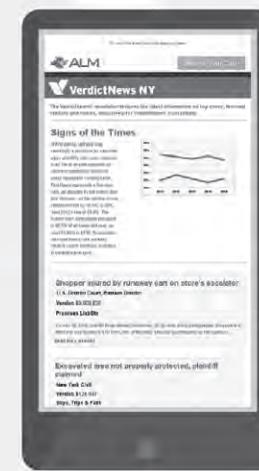
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Domain

Continued from page 5

circumstance, where 'the sovereign ... take[s] the property of A for the sole purpose of transferring it to another private party B' is expressly prohibited" by *Kelo v. City of New London*, a 2005 Supreme Court case.

According to the Appellate Division, the same deal was challenged in a separate suit, *White Road HOA, v. Township of Jackson*, filed on March 28, 2023. That suit claimed the deal was invalid because the exchange was discriminatory against the Orthodox Jewish community because it was carried out to prevent construction of private schools serving Orthodox Jews in an area where few members of that group reside. That suit was dismissed and was not appealed.

Richard P. DeAngelis Jr. of Connell Foley, the attorney for the owner of Lots 84 and 90, declined to comment. Jerry J. Dasti, of Dasti, McGuckin, McNichols, Connors, Anthony and Buckley in Forked River, did not respond to a call about the case.

In *Borough of Seaside Park v. Shree Jyoti*, the owner of a motel that was targeted for condemnation alleged that the municipality's efforts to acquire the property were void because the condemnation ordinance failed to identify a public purpose for the acquisition.

The ordinance said "the acquisition will promote and protect the health, safety and welfare of the residents of the Borough of

Seaside Park, and that the acquisition of the property is in the furtherance of a public use and purpose."

The owner of the motel, a company called Shree Jyoti, moved to dismiss Seaside Park's condemnation complaint based on its failure to identify a public use and purpose for the site. In response Seaside Park filed a certification in which the mayor said the town wanted to acquire the site for parking and for electric car charging stations. In September 2022, the trial court dismissed the complaint for failure to identify a public purpose in the complaint.

Seaside Heights then filed a second condemnation complaint, this time stating that the acquisition was for a public use, a public parking lot with electric vehicle charging. Shree Jyoti moved to dismiss the second complaint, arguing that although the second complaint identified a specific public use for the property after condemnation, the town had not approved that public use and purpose in an ordinance.

The trial court denied the motion to dismiss in November 2022, and Shree Jyoti appealed, alleging that Seaside Heights did not effectively exercise its authority to condemn the property because the ordinance authorizing the condemnation does not specify the public use and purpose to which it intends to put the property.

The Appellate Division recognized that owners of properties targeted for condemnation often bring a challenge to the taking by

claiming that the public use identified by the condemning authority is invalid. Nothing in the record suggests Shree Jyoti was unable to challenge the validity of the public use and purpose Seaside Heights relies on to exercise its powers, the appeals court said. Shree Jyoti was put on notice in the second complaint that the town plans to use the property for public parking and electric vehicle charging, the panel said.

Shree Jyoti's attorney, Peter Wegener of Bathgate, Wegener & Wolf in Lakewood, said Seaside Heights is eager to demolish the motel, known as the Desert Palm Inn, because its guests sometimes exhibit rowdy behavior. Because it sits on an oceanfront property, the property is valuable and Seaside Heights might end up developing it with upscale housing, rather than a parking lot, Wegener said.

Wegener is hoping the justices will require the ordinance to list a public purpose for condemnation of property.

"I think it's pretty clear that that's what [the law] requires. That seems to me to be pretty fundamental. The requirement is so that people can discuss what the use is and why you want this property for that. That's what the representative government's all about," Wegener said.

The lawyer for Seaside Heights—Robin La Bue of Rothstein, Mandell, Strohm, Halm & Cipriani in Toms River—did not respond to a call about the appeal.

Charles Toutant can be reached at ctoutant@alm.com.

"We shrank our overall space and we also shrank the size of the offices," explained Fox Rothschild Pittsburgh office managing partner Michael Syme. "The firm has gone to a new model that recognizes the new reality that people don't work in the office five days a week for all 52 weeks in a year...partners and associates have offices that are the same size."

K&L Gates, meanwhile, cut

50,000 square feet from its newest 15-year lease at the K&L Gates Center. In an interview in February, Pittsburgh managing partner Thomas Ryan indicated that the firm saved money by cutting down on its square footage and planned to invest those savings to help modernize the firm.

"We really do view our office as a gateway for our local companies, our local clients, to compete in a global market on a global scale," Ryan said at the time.

While individual shares of square footage might not be increasing just yet, firm leaders emphasized that they were looking for more sophisticated spaces to serve as their Pittsburgh office

locations. Leaders at Saxton & Stump, which recently announced it will be moving into 12,000 square feet in the Union Trust Building, described the space as "beautiful" after it was infused with a \$100 million investment.

"We wanted to make a statement in Pittsburgh, we wanted people to know we're putting our flag down and we're here to stay," said firm CEO Jim Saxton, who added that the firm left the option open in its lease to expand the new office.

The firm is sharing the 15-floor building with a number of Am Law 200 firms, including Buchanan Ingersoll & Rooney, Marshall Dennehey, Blank Rome and Troutman Pepper Locke.

Stevens & Lee, meanwhile, has yet to officially move into its space at One PPG Place, which it leased in January after adding on new hires to its professional services affiliates. The firm is in the midst of architecturally customizing its new location, which it expects will be done in early 2026.

Amanda O'Brien can be reached at aobrien@alm.com.

Calendar

WEDNESDAY, SEPT. 17

New York City Bar (Non CLE)

Small Law Firm Luncheon The Productive Practice: Streamline and Scale for Solos and Small Firms
12 p.m. - 2 p.m.

In-Person Registration Link: <https://services.nycbar.org/EventDetail?EventKey=SLF091725&mcode=NYLJ>
Location: 42 West 44th Street
Contact: 212-382-6663 or customerrelations@nycbar.org

New York City Bar (CLE)

Introduction to the Surrogate's Court: Estate Administration
1 p.m. - 4 p.m.

3 CLE credits
Registration Link: <https://services.nycbar.org/EventDetail?EventKey=WEB091725&mcode=NYLJ>
Location: Zoom
Contact: 212-382-6663 or customerrelations@nycbar.org

New York City Bar (CLE)

Fall Gathering for Solos and Small

Firms
6 p.m. - 8 p.m.

In-Person Registration Link: <https://services.nycbar.org/EventDetail?EventKey=SLF091825&mcode=NYLJ>
Location: 42 West 44th Street
Contact: 212-382-6663 or customerrelations@nycbar.org

New York City Bar (CLE)

America's Trial: Torture and the

9/11 Cases on Guantanamo Bay : A Book Release and Discussion
6:30 p.m. - 8:30 p.m.

In-Person Registration Link: <https://services.nycbar.org/EventDetail?EventKey=MVA091825&mcode=NYLJ>
Location: 42 West 44th Street

Contact: 212-382-6663 or customerrelations@nycbar.org

New York City Bar (CLE)

Fall Gathering for Solos and Small

Firms
9 a.m. - 5 p.m.

5.5 CLE credits
In-Person Registration Link: <https://services.nycbar.org/RestaurantLaw/>
Location: 42 West 44th Street
Contact: 212-382-6663 or customerrelations@nycbar.org

New York City Bar (CLE)

Ethical Considerations for

Corporate Investigations: Views from All Sides
Location: 42 West 44th Street

Contact: 212-382-6663 or customerrelations@nycbar.org

WEDNESDAY, SEPT. 24

New York City Bar (Non CLE)

vLex Fastcase - Efficient Searching

Webinar
3 p.m. - 3:30 p.m.

Registration Link: <https://services.nycbar.org/EventDetail?EventKey=fas092425&mcode=NYLJ>
Location: Zoom
Contact: 212-382-6663 or customerrelations@nycbar.org

2 p.m. - 5 p.m.

3 CLE credits

Registration Link: <https://services.nycbar.org/EventDetail?EventKey=WEB91025&mcode=NYLJ>
Location: Zoom
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TUESDAY, SEPT. 30

Federal Bar Council (CLE)

Real Estate Trends / Expert Analysis / Outside Counsel

Realty Law

«Continued from page 5

defendant never completed the work on the staircase, "rendering it unusable, and that its belated installation of flooring...was defective."

The plaintiffs claimed that the defendant caused the plaintiffs to incur financial losses by requiring the plaintiffs to hire other contractors to remedy and complete the work, and because they had to pay additional rent for another apartment where they resided during the project. They also alleged that they paid the staircase manufacturer \$26,000 "for the amount owed by defendant to the manufacturer, which it never paid."

They also alleged that the defendant "repeatedly refused to complete the work or repairs if they did not pay the additional monies demanded."

The defendant countered that additional time and expenses arose from the plaintiffs' "requests for additional work during the project." The defendant alleged that there were several change orders, "which included adjustments to the staircase's size and materials, along with alteration of the flooring material..."

Additionally, the defendant asserted that it had entered into two different contracts for the project, i.e. the February 2015 contract and the second "combined agreement" dated April 10, 2015, that expanded the scope of work. The defendant claimed that the February 2015 contract "deliberately understated the work to be performed as this was the contract provided to the cooperative corporation pursuant to the alteration agreement."

The plaintiffs asserted claims for breach of contract and rescission and sought \$152,394.59 in damages. The breach of contract claim alleged a failure to perform work in accordance with contract specifications. The rescission claim was based on the additional payments that plaintiffs made to defendant during the course of the project. The defendant's counterclaim sought recovery of payments that plaintiffs allegedly failed to make for the project.

The plaintiffs had submitted the February 2015 contract, payment records including copies of checks,

and an architect's report "setting forth the work that defendant failed to perform under the contract or work it did that was not contracted for...." The plaintiffs also submitted photographs of damage allegedly caused by the defendant and of "purportedly unauthorized work it performed...."

The defendant submitted the combined agreement which specified "the putative additions to the work, including an extensive addendum for work...that lists" various items and a copy of an invoice that "aligns with the price schedule set forth in the combined agreement."

The court held that issues of fact preclude summary judgment on the plaintiffs' breach of contract claim. The parties had submitted "conflicting evidence as to which document was the operative agreement, with plaintiffs citing the February 2015 contract and defendant invoking the combined agreement."

The court noted that evidence of the parties' "course of conduct" could "indicate their intent to modify the February 2015 Contract, including payments in excess of those originally agreed upon and the larger scope of work in the apartments...."

Additionally, the plaintiffs had submitted payment records indicating that they paid "most of the charges set forth in the March 2015 invoice, including a check specifically designated as payment for a 'change order,' although neither party submitted a copy of any change order...."

The court also denied the plaintiffs' motion for summary judgment on their rescission claim. It explained that "[r]escission is only available as a remedy where a breach of contract is 'so substantial and fundamental as to strongly tend to defeat the object of the parties in making the contract....'"

The court reasoned that since "there are issues of fact as to whether defendant breached the contract with plaintiffs, there is an issue of fact as to whether they are entitled to rescission." It further stated that the plaintiffs failed to demonstrate that they "lack an adequate remedy at law, such as money damages, such that rescission would be warranted...."

The plaintiffs had also moved to dismiss the defendant's coun-

terclaim alleging that the plaintiffs had failed to "fully pay for the work in the on the apartments." The plaintiffs submitted proof of the payments they made to the defendant.

The defendant had not tendered evidence in opposition "demonstrating the existence of issues of fact as to its counterclaim." The defendant had stated in an affirmation in opposition that "all contractual Construction work...was fully satisfactory executed and was paid by plaintiff for its satisfactory completion...." The defendant had also submitted a July 24, 2015 letter that it had sent to the plaintiffs' bank stating "I hereby certify that

ant to Real Property Law (RPL) §228 and RPAPL §711(1), the "respondents were tenants at sufferance and were served with a notice of termination on October 15, 2024 indicating that they were required to vacate the premises by November 30, 2024." The petition stated that after the respondent failed to vacate on that date, the subject action was commenced. As noted, the respondent moved to dismiss.

The respondent claimed that no landlord-tenant relationship existed between the parties and therefore RPAPL §711(1), the "title of which states that it pertains to 'grounds where landlord-tenant

The court reasoned that since "there are issues of fact as to whether defendant breached the contract with plaintiffs, there is an issue of fact as to whether they are entitled to rescission."

ALL work relating to the combination of units...has been fully paid for by a (plaintiff) and no further payments are due...."

Thus, the court held the plaintiffs were entitled to summary judgment dismissing the defendant's counterclaim.

Kramer v. Watson, Supreme Court, New York County, Case No. 651151/2020. Decided June 13, 2025. Sattler, J.

Commercial Landlord-Tenant—Tenants at Sufferance—“Dearth of Cases”—Mere Citation to a Wrong Statute Within a Pleading” Does Not Require Dismissal Provided That the Party Was “Made Aware of the Specific Causes of Action That Are Pled”

Respondents had moved to dismiss a petition pursuant to CPLR §3211 on the ground that the petition failed to state a cause of action. An individual respondent had owned the subject premises. The ground floor had been used as a Hare Krishna Mandir temple. The action only involved the ground floor.

On Sept. 19, 2017, a judgment of foreclosure and sale had been entered and the property had been purchased by the petitioner in this action in November 2020.

The petition stated that pursuant

relationship exists' is wholly inapplicable." Therefore, the petition fails to state a cause of action and must be dismissed.

The petitioner contended that the petition "validly pleads grounds for this proceeding and the motion should be denied."

The court explained that a "tenancy at sufferance exists where a person once maintained a valid possessory interest in property then wrongfully continues in possession after the termination of the interest...." It noted that "to create a tenancy at sufferance there must be a delay by the owner seeking recovery of the premises...."

The court observed that "the dearth of cases that actually discuss this legal expedient is due to the fact that delay or laches on the part of the landlord is a necessary component establishing a tenant at sufferance...." It stated that a "delay of the landlord is viewed as an assent by the landlord to the continued occupation by the tenant requiring a thirty day notice pursuant to (RPL) §228...."

The court further noted that "the distinction between a hold-over tenant who generally was not required to receive any notice prior to summary proceedings...and a tenant at sufferance who must receive such notice has largely been abrogated by the passage of the Housing Stability and Tenant Protection Act of 2019."

Thus, RPL §232-a now requires service of a notice prior to commencement of summary proceedings against any tenant. Therefore, "any tenancy at sufferance created by the landlord's delay, in residential settings, no longer affords any greater rights to the actual tenant."

The court then explained that "[t]he uniformity of these notification requirements is absent in the commercial setting." RPL §232-a "specifically carved out an exception to the new notice requirements for tenancies other than a residential tenancy." Therefore, "a notice would not be required upon the swift efforts of a landlord seeking the tenant's removal from the termination of the lease."

Additionally, the court noted that "any laches occasioned by the landlord's delay, which would create a tenancy at sufferance, would require a notice of termination prior to the commencement of summary proceedings."

RPL §228 provides that "a tenancy at will or by sufferance, however created, may be terminated by a written notice of not less than thirty days given in behalf of the landlord, to the tenant, requiring him to remove from the premises....At the expiration of thirty days after the service of such notice, the landlord may re-enter, maintain an action to recover possession, or proceed in the manner prescribed by law, to remove the tenant, without further or other notice to quit."

In the subject case, the parties "never maintained a relationship 'never maintained a relationship and there was no lease between them.'" However, the court stated that "[n]one of these impediments prevent the creation of a tenancy at sufferance." That is because a "tenancy at sufferance does not require any prior relationship between the parties at all."

The respondents argued that they were not tenants at sufferance since "a tenancy by sufferance cannot be created where there was never a landlord-tenant relationship to begin with...." However, the court stated that "there can be little argument that no such relationship is in fact required."

The court also noted that a "tenancy at sufferance arises at common law when an occupant continues in possession after a possessory interest terminates and the occupant has no privity to the party entitled to possession...."

The court found that "at this juncture there can be no conclusion the respondents cannot be classified as tenants at sufferance" as a matter of law.

Here, the petitioner had served a notice pursuant to RPL §228, "the statute specifically designated for ending a tenancy at sufferance...."

The respondents also argued that the petition had to be dismissed because it was "impermissibly based" on "RPAPL §711(1) which only applies when a landlord-tenant relationship exists and clearly no such relationship exists in this case."

The court explained that "the relief in this case flows through RPL §228, the specific statute enacted to deal with tenancies at sufferance and not RPAPL §711(1)." It noted that "the practice commentaries to RPL §228 state that RPL §228 is applicable where laches acts to bar the more common RPAPL §711(1) holdover proceedings or where there is no agreement between the parties to pay rent...."

The court reasoned that "the mere inclusion of RPAPL §711(1) within the petition is simply excess verbiage that cannot demand dismissal of the entire action. This is particularly true where the notice of termination ... did not include the specific section of the (RPAPL) at all and simply referenced an action pursuant to 'Article 7.'"

The court further reasoned that "[t]he fact that the relief sought is actually pursuant to RPL §228 does not render the entire petition improper." It stated that "pleadings should be liberally construed and defects ignored unless a substantial right is prejudiced."

Thus, the court held that the "mere citation to a wrong statute within a pleading is not grounds for dismissal as long as the party is made aware of the specific causes of action that are pled." Here, the petition "overwhelmingly afforded the respondents with notice of the claims as well as the basis for the relief sought."

Thus, the court concluded that "[t]he reference to RPAPL §711 does not render the petition defective in any way at all." Therefore, the court denied the motion to dismiss.

1114 101 Ave Corp. v. Ramlogan, Civil Court, Queens County, Case No. LT-300756-25/QU. Decided July 28, 2025. Kagan, J.

Voting

«Continued from page 3

with respect to a candidate arrested or indicted.

Walden submitted a certificate of declination, but failed to comply with the pertinent deadline so the Board ruled that his name remains on the ballot. Nevertheless, appearing *pro se*, Walden brought an Article 78 proceeding against the Board of Elections the very next day, alleging his First Amendment rights to not have his name appear. Supreme Court, New York County, has already turned him down. *See Walden v. Board of Elections*, Index No. 161895/2025 (Sup. Ct. N.Y. Cty. Sept. 11, 2025).

Apart from a candidate complying with the strict deadlines that Walden is challenging, a candidate can be removed from the ballot if they die, get nominated for another, incompatible public office, or if they can prove that they are no longer qualified to serve in the office they had been seeking. Putting aside the removal by death option (which, by the way, has its own timing requirements), running for another office is an option.

This year's example included a mayoral candidate on the Working Families Party line, a placeholder until the winner of the Democratic Party primary emerged. Once Zohran Mamdani won that primary, the WFP nominated the placeholder for a state Supreme Court judgeship, allowing her to decline the mayoral nomination and enabling the party to substitute Mamdani on their general election line.

Disqualification as a candidate is the remaining option to remove one's name from the ballot. The potential of Adams taking a federal post outside of New York City, for example, has raised this issue. If he did so, he would, presumably, move to DC or elsewhere, and in that residence in the city on Election Day is a requirement for a candidate for New York City municipal office, he may argue that his name should be removed.

Federal courts and state courts have grappled with this issue—the gravamen of which is proving by credible evidence that one who has moved away intends not to return. A federal case involved Republican Congressman Tom DeLay of Texas, who wished to remove his name from the ballot (he had been indicted and the party wanted to hold the seat).

Residency for a candidate for the House of Representatives is

the same as for a candidate for New York City mayor—residency on election day, not before. So, before Election Day, DeLay moved to Virginia, filed an affidavit that he was not returning, registered his car there, executed a lease, and signed up to vote.

Nevertheless, the trial court, affirmed by the United States Court of Appeals, held that such evidence was not conclusive proof that DeLay would not change his mind and move back to Texas by Election Day, thus rejecting his plea to have his name removed from the ballot (*Texas Democratic Party v. Benkiser*, 459 F.3d 582 (5th Cir. 2006)).

New York courts, however, have taken a more liberal view. If proof of moving out of the jurisdiction has been submitted to the local Board of Elections, and such evidence and proof of intention is credible, the Board will likely remove a candidate's name from the ballot.

The Appellate Division, Third Department, in *Kryzan v. New York State Bd. of Elections*, 55 A.D.3d 1217 (2008) explicitly declined to follow the Fifth Circuit's decision in *Texas Democratic Party* and ruled that "it is settled that a nominated candidate who seeks to disqualify himself or herself must present a legal basis for doing so"....and that "[o]ne such basis may be that the candidate will not satisfy the residency requirement at the time of the general election"....

Thus, accepting the evidence submitted by the candidate in the case before the court, and "in the absence of evidence to the contrary, [his] letters to the Board and his concomitant submission of an out-of-state driver's license and lease agreement conclusively establish his intention to establish residency out of this state...." The court, therefore, removed his name. *See also Justice v. Gamache*, 45 A.D.3d 508 (2d Dep't 2007); *Salem v. Petras*, 73 Misc.3d 497 (Sup. Ct. Dutchess Cty. 2021).

Given the disposition of our state courts, New York City municipal candidates who file proof of disqualification through credible testimonial and documentary evidence could have their name removed from the ballot.

That said, in that the Board has already certified the ballot for the Nov. 4, 2025 general election, it is highly doubtful this will occur this year. Thus, despite Walden's protestation or Adams' ultimate decision about running, the New York City mayoral ballot this year is set.

Wills

«Continued from page 4

state's laws regarding the use of electronic wills to confirm that an electronically signed will will in fact be recognized by another state at death.

Caution to the Testator

Section 3-6.5 of the EWA attempts to protect against improper electronic signing of a will by requiring the inclusion of a disclosure statement to the testator. However, the proposed statute is silent regarding the consequences of a missing causation statement.

It is unclear if an electronically signed will that does not contain the disclosure statement will be deemed invalid or what the consequences are for failure to include the warning. As a will is not authenticated until after the testator's death, there is no proposed remedy for failing to include the disclosure statement.

Proper Execution

Under EPL 3-2.1, for a will to be validly executed in New York, it must (i) be signed at the end by the testator, or in the name of the testator, in the presence of each of the attesting witnesses, or acknowledged by the testator to each of the witnesses, (ii) the testator must declare the instrument to be his will, and (iii) at least two attesting witnesses must attest to the testator's signature, at the request of the testator, and sign their names at the end of the instrument within thirty days of the testator signing the instrument.

There is a presumption that if an attorney drafts a will and supervises its execution, the will was properly executed in compliance with EPL 3-2.1.

Similar to EPL 3-2.1, to validly sign an electronic will in accordance with proposed EPL 3-6.6, (i) the testator must sign at the end in the physical or electronic presence of each of the attesting witnesses or be acknowledged by the testator to each of them, (ii) the testator must declare the instrument to be their will, and (iii) at least two attesting witnesses must attest the testator's signature, at the request of the testator, and sign their names at the end of the instrument, within 30 days after witnessing.

Within 30 days of execution of an electronic will, EPL 3-6.9

will require the instrument to be electronically filed with the New York State Unified Court System and remain until it is removed or revoked; failure to comply with the thirty day filing requirement will result in the electronic will being deemed invalid. However, it is not clear when the 30-day time period begins.

Contrary to EPL 3-2.1, the EWA is silent as to when the testator must acknowledge the will to the witnesses, requiring only that the witnesses sign the instrument within 30 days of the document being acknowledged to them.

Thus, if a testator signs a paper will, this is not yet an electronic will and not yet subject to this filing requirement. When the testator thereafter requests the use of electronic witnesses, the thirty day filing requirement seems to

While the intent in enacting an electronic will statute is to provide the ability to document a testator's wishes for the disposition of their property at death to all New Yorkers, the proposed statute is lacking in safeguards that will ensure the testator's wishes are met after death.

begin at that time. In this case, it may be that the paper will was signed weeks or months before the testator's acknowledgement, prolonging the risk of tampering during that period.

In addition to the ambiguity regarding the filing requirement, the EWA provides no context for identifying an acceptable signature by the testator.

The EWA defines "sign" to include the affixation of an electronic symbol or process. However, if an electronic symbol is used, there is no guidance as to how the genuineness of the testator's signature be validated for purposes of admitting the will to probate at death.

Similar to EPL 3-2.1, to validly sign an electronic will in accordance with proposed EPL 3-6.6, (i) the testator must sign at the end in the physical or electronic presence of each of the attesting witnesses or be acknowledged by the testator to each of them, (ii) the testator must declare the instrument to be their will, and (iii) at least two attesting witnesses must attest the testator's signature, at the request of the testator, and sign their names at the end of the instrument, within 30 days after witnessing.

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Off the Front

Fees

«Continued from page 1

According to Abrams Fensterman's complaint, the firm provided legal services to Project Veritas in multiple other matters, including 2022 lawsuits the organization brought against its former Project Veritas employees Patrice Thibodeau and Antonietta Zappier.

In its complaint against Zappier, Project Veritas claimed she embezzled thousands of dollars from the organization by secretly using its Uber account and credit card for her own expenses before she was terminated in March 2022, then failing to abide by the terms of her separation agreement after that termination.

The case against Thibodeau followed his resignation, according to the complaint against him, in which Project Veritas accused him of violating his employment contract after he left by disclosing confidential information in a series of YouTube videos he uploaded discussing the suit his ex-employer

had brought against Zappier. Project Veritas successfully won a preliminary injunction against Thibodeau in 2023, barring him from posting more YouTube videos about the organization while the parties arbitrated his employment agreement. Zappier and Project Veritas agreed to dismiss their separate dispute in 2023.

Since the Thibodeau and Zappier cases, Project Veritas was sued by web consultant firm Digital Strategy in 2024 over \$41,419 in allegedly unpaid consulting fees, a suit which the organization lost by default at the end of last year.

Abrams Fensterman's alleged outstanding fees are greater than the arbitration limit, the new suit says, and so the law firm had to pursue its claims against Project Veritas in court. Project Veritas had not appeared in the case at the time of publication.

Project Veritas is known for using hidden cameras, undercover staff and extensive editing to try and discredit mainstream media outlets, progressive activists

and lawmakers who do not align with the organization's right-wing agenda, most famously in a failed attempt to discredit the Washington Post in 2017.

In that instance, Project Veritas sent one of its employees to the Washington Post with a fake story about Alabama politician Roy Moore—then a Republican Senate candidate—sexually assaulting her. The Washington Post interviewed the employee, discovered she was lying and then exposed her and her employer in an article covering Project Veritas' efforts to paint mainstream media as unscrupulous in its coverage of other, credible accusations against Moore.

Representatives for Abrams Fensterman and Project Veritas did not immediately respond to requests for comment.

Abrams Fensterman is represented by its own MaryRose Apice. Counsel information for Project Veritas was not immediately available.

¶ Ryan Harroff can be contacted at rharroff@alm.com.

Archegos

«Continued from page 1

The firm, owned by Sung Kook "Bill" Hwang, had been able to acquire massive positions in ViacomCBS Inc., Discovery Inc., and other companies through total return swaps, or TRS, contracts. The contracts allowed Archegos to indirectly buy shares through brokers, such as Morgan Stanley and Goldman Sachs, leaving issuing companies and federal regulators in the dark of Archegos' overexposure.

But the scheme unraveled once the companies' stocks began dropping in March 2021. The banks called for collateral to cover their losses, only for Archegos to default.

The firm's failure sparked a wave of litigation, including from investors in the issuing companies. Represented by The Hall Firm and Johnson Fistel, the shareholders sued Morgan Stanley and Goldman Sachs, which purchased their own stocks to hedge against the risks of their TRS contracts.

The shareholders alleged that Archegos tipped the banks on its

impending doom, and they used that information to dump their own stocks, sparing themselves billions of dollars of losses, at the expense of unwitting investors.

They argued what the circuit called a "classical" insider trading claim, in which they cast Archegos as the corporate insider who owed a fiduciary duty to the issuing companies not to share their information with the brokers. The investors also argued a separate misappropriation insider trading claim, in which Morgan Stanley and Goldman Sachs were the insiders who misused Archegos' information.

U.S. District Judge Jed Rakoff was unswayed by both theories, dismissing the litigation with prejudice in May 2024. The circuit agreed with Rakoff on both counts.

The circuit found that Archegos wasn't an insider of the companies, as it hadn't actually owned their shares. Morgan Stanley and Goldman Sachs did, under the TRS contracts, the circuit said.

"Appellants' own allegations support a conclusion that Archegos was not a controlling shareholder

of any Issuer. There is no allegation in the [second amended complaint] that Archegos had access to any Issuer's internal corporate information or exercised control over any Issuer's corporate affairs so as to render it a corporate insider," the circuit said.

It also rejected the misappropriation theory, saying the investors hadn't alleged that the brokers and Archegos entered in agreement that established a fiduciary relationship.

"Rather, the [second amended complaint] alleges only that Appellees offered Archegos various brokerage services. More importantly, the SAC acknowledges that Appellees were contractually entitled to sell their Archegos-related positions upon Archegos' default," the circuit said.

Judges Eunice Lee and Sarah Merriam also sat on the appeals panel.

Representatives for Morgan Stanley, Goldman Sachs and the investors didn't respond to requests for comment.

¶ Alyssa Aquino can be reached at aaquino@alm.com.

Sotomayor

«Continued from page 1

were clearly speaking towards an audience aware of the current political environment.

"Think of everything that's happening in the United States, and you have to pause and you have to say, we as adults have really messed this up for them," Sotomayor said.

Another panelist, Associate Justice Anthony Cannarato of the New York State Court of Appeals, noted that he's "privileged and a little bit scared" that there's a "resurgence" of interest in his course at the New York Law School. It's on local and state government.

Judge Joseph Blanco, who currently sits on the U.S. Court of Appeals for the Second Circuit, was slightly more specific. He high-

lighted the current social media environment, which he blamed as warping people's perception of the government—and of judges, specifically.

Blanco remembered meeting students for a field trip, after which he received a message from a student saying he enjoyed the meeting. In that message, the student, a fifth grader, said he had expected the judge to be mean.

"All of us have a distinct opportunity to shape their perceptions," said Blanco.

The summit was a joint collaboration between the New York Law School's Center for New York City and State Law, and Justice for All Courts and the Community Initiative, the civic engagement initiative started by the late Judge Robert Katzmann, a former chief judge of the Second Circuit.

The panelists recounted

Katzmann's vision for the program, with U.S. District Judge Victor Marrero for the Southern District of New York saying the late judge believed there was a relationship between civic engagement and the rule of law. Katzmann built the program to protect democracy, said Marrero, who co-leads Justice for All.

Blanco also co-leads the program.

Sotomayor added that anyone can educate themselves about their civic responsibilities at any age. But people should start learning young.

"Do we understand the difference between a king and a president? I think if people understood these things in the beginning, they'd be more informed on what is important to a democracy," she said.

¶ Alyssa Aquino can be reached at aaquino@alm.com.

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Court Calendars

First Department

APPELLATE DIVISION

WEDNESDAY, SEPT. 24

2 P.M.

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

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

WEDNESDAY, SEPT. 17

10 A.M.

652875/24 BH EJ Core v. Core Global Holdings

FRIDAY, SEPT. 26

9:30 A.M.

153830/20 Patino v. 51 West 81st Street

11 A.M.

150359/25 Feigen v. Hamill

THURSDAY, OCT. 2

10 A.M.

654488/22 Cyberbit, Inc. v. Cloud Range Cyber

1 P.M.

650671/21 Tahari v. Narkis

FRIDAY, OCT. 3

10 A.M.

603111/05 Lee v. Luk

MONDAY, OCT. 6

10 A.M.

816210/22 Martin v. Poe Affiliates, L.P.

12 P.M.

811164/24 Jimenez v. Sixt Rent A Car

WEDNESDAY, OCT. 8

10 A.M.

656443/22 Board of Managers v. World-Wide Holdings

FRIDAY, OCT. 17

10 A.M.

153055/23 McGeehan v. 14th Street HK Realty

CALENDAR FOR THE SEPTEMBER TERM

WEDNESDAY, SEPT. 17

2 P.M.

19/5343(1) People v. Brahma Djalo

24/5968 Spring Scaffolding v. Kral

25/1203(1) W. Duanzi v. Duanying W.

26/6088 Ahsanuddin v. Addo

25/1604(2) 437 West 36th Street v. ZD/W 37 LLC,

24/4525(2) Rosenblum v. Treitler

23/6431(1) People v. Anthony Balaguer

23/6439(1) People v. Anthony Balaguer

24/2157(2) Cuomo v. Jams, Inc.

25/2659 Mirza v. College of Mount Saint Vincent

24/2152 Eisner v. Posilicu Civil

23/5723 K. Dorell v. Dalece L.

24/1428 People v. Steven McNamey

20/2163 People v. Jose Matias

24/4653 Emissions Reduction v. MCloud Technologies

24/4647 McGrane-Mungo v. Dag Hammarskjold Tower

24/4577 Diluzen v. Equinor Group

19/4665 People v. Cristian Compre-Moreno

24/1718 People v. Josian Normil

24/4821 People v. Joel R.

24/6864N Commonwealth Land v. Sky Abstract

24/6864N Naramore v. Mount Sinai Health

25/3052N Owens v. MTA

THURSDAY, SEPT. 18

2 P.M.

24/1981 People v. Choney Chance

25/1288 Nitru v. WV Preservation

24/5408 M. Peter v. Fezeka G.

24/5202 Ovalle v. Church Street Construction

24/4715 Paller v. Romero

23/2655(1) People v. Andre Morris

23/2690(1) People v. Andre Morris

25/798 ARC NYWWPJW001 v. WWP JV

24/3218 Murillo v. Downtown NYC Owner

20/1196 People v. Derrick Harris

25/74 A. Emmanuel v. Evelyn G.

24/4317(2) Gedula 26 v. Lightstone Acquisitions

24/3145 Bank NY Mellon v. Kim

24/7558 Direct Breat Lending v. Aprio LLP

22/5040 People v. Alvin Brown

22/4915 People v. Norman Croney

23/6788 413 East 18 Holdings v. NYC Dept of Housing

24/3203 Black v. City of NY

23/1032(1) People v. Markuse McGrier

23/2676 People v. Junior Zorrilla

24/4460N Shanghai Yongrun Investment v. Kashu Galaxi

25/3783(3) Grace v. Sabal

24/6859N Bey v. City of NY

TUESDAY, SEPT. 23

2 P.M.

19/4847 People v. Orlando Correa

24/5581 Antrust North America v. Insurance Specialty

654874/25 Sq Advance v. Carolina Tint & Wrap LLC Et Al
139534/23 State Farm Fire And Casualty Co. v. McGarrell
153525/23 State Farm Mutual Automobile Ins. Co. v. Advantage Pharmacy Et Al
152420/25 State Farm Mutual Automobile Ins. Co. v. Congacha
152487/24 Storchi v. Metro North Commuter RR. D/b/a Metra Metro North RR. Et Al
150768/25 Student Loan Solutions v. Acosta Jr
161269/21 Suite v. Fox
159794/20 Taima v. East 54th St. Properties
155918/24 Timmons v. Checkers Drive-In Restaurants, Inc. Et Al
160969/23 Unirisk Safegard Ins. Co. v. Nyeeqas
158894/24 Vasquez v. Augustus
154369/23 W. The Mount Sinai Hosp. Et Al
652398/25 Watis v. Kyle May
151901/21 Where The Heart Is LLC v. Newrez LLC D/b/a Shellpoint
160719/24 Winfrey v. NYC Et Al
156708/25 Winters v. Klaff
155059/16 Wurtenberg v. NYC
158372/21 Yang v. Au Jus Et Al
153273/24 Young v. Good Pal Chantelle D/b/a Hotel Chantelle Et Al

THURSDAY, SEPT. 18

152480/25 112 Equities LLC v. Powell
655786/182 Girls Accy LLC v. Larrea
152605/25 22 West 34th St. LLC v. Sol Goldman Investments LLC v. Kim
155572/25 1001 West 180 St. NYC LLC v. Rojas
650957/25 Able v. Harmonic Health Inc.
651008/25 Ag Light And Sound Inc. v. Ez Festivals LLC Et Al
157963/21 Alives Do Nascimento v. Topact Rly. Corp. Et Al

157832/23 American Transit Ins. Co. v. St. Lukes Roosevelt Hosp. Center A/o Rock Gomes
157833/23 American Transit Ins. Co. v. St. Lukes Roosevelt Hosp. Center A/o Rock Gomes

152824/25 An v. Universal Music Group, Inc., Individually And D/b/a Interscope Capitol Labels Group Et Al

655151/23 Anderson v. Lubin
151263/21 Arturus v. Haven Rooftop
655145/24 Atalaya Capital Mgt. Lp v. Ballard

159250/25 Baldor Specialty Foods v. NYC Et Al
157655/22 Benfield Partners, Inc. v. Home Record LLC Et Al

157656/22 Benfield Partners, Inc. v. Home Record

156662/18 Blandon v. Petit-Frere

160520/20 Block v. Uber Technologies, Inc.

150436/17 Brito v. NYC

152037/20 Cardona v. E. Cruz & Co., Inc.

151301/25 Cavalry Spv I v. Tonkinson

651692/23 Crestwood Services LLC v. Soleil Chartered Bank Et Al

160370/25 Finance Hldg. Co. v. Farzam

153799/25 First Flight Helicopters v. NYC Et Al

160220/22 Flores v. Sylbert

161900/24 Fora Financial Advance v. Tempe Precision Ltd Et Al

651392/23 Frank Cappa v. Antika Pizzeria, Inc.

162478/19 Frolova v. Miller

450155/21 Global Merchant Cash, Inc. v. Global Logistic And Trading LLC D/b/a Global Logistic And Trading Et Al

157110/25 Gonzalez v. Jrk Properties LLC Et Al

157807/19 Gordon v. NYC Et Al

159779/24 Govt. Employees Ins. Co. v. Al-Rahma Physical Therapy

651445/23 Grain Bell Express Hldg. LLC v. Inverney Transmission LLC Et Al

152177/23 Gualias Jima v. 1571-573 Third Ave., LLC Et Al

154488/25 Hamilton Equity Group v. Vzon Tech, Inc. Et Al

45202/23 Hernandez v. Franco

654730/23 Heun v. Friedman Llp

158406/23 Hook v. Coronel

652748/25 Hypowiss Private Bank

Geneva Sa v. Jlr4 LLC Et Al

161686/25 In The Matter Of The Application of Moog Inc. Et Al v. NYC Police Dept.

452301/25 In The Matter Of The Application Of The Metro.

Transportation Auth. Relative To Acquiring Temporary Easements In Real Prop. Required For The Second Ave Subway Project - Phase 2 Block 1687 v. Na

153726/25 Interfi LLC v. Sisco

850027/21 Kats v. Agosto

100949/24 Katz v. NYCHA

Preservation & Dev. Et Al

155242/25 Kershaw v. Kershaw

650319/25 Kuanh Inc. v. Utica First Ins. Co.

651072/23 Lexington Ins. Co. v. Alistar Security & Consulting, Inc.

653830/24 Ludwig Plus v. Bz2Credit, Inc.

805125/24 Madalinska v. Agnes Radzio M.D. Et Al

100609/25 Meirovitz v. Judy White Esq.

151809/24 Mejia Gomez v. Brookfield Properties One Wfc Co. LLC Et Al

651357/25 Mic General Ins. Corp. v. Bachan

805229/23 Moore v. Mount Sinai Hosp. Et Al

161484/17 Nat. Alliance of New v. Lim

652893/20 New Deal Rly. LLC v. 684 Owners Corp.

653424/22 NY Spine & Sport Rehabilitation Medicine v. Jafaar Organization

155270/24 NYCTL 1998-2 Trust And The Bank of NY. Mellon As Collateral Agent And Custodian v. Hodge

654287/25 Perez v. The Board of Mgrs. of The Langston Condominium Et Al

190324/20 Petro v. Aerco Int'l, Inc.

156048/25 Pittman v. Pandora Media

652820/25 Pryor Cashman Llp v. Int'l Institute For The Brain

652522/24 Qian Rly. LLC v. Global Synergy Ventures LLC Et Al

156368/21 R v. NYCHA

653874/24 Rebel Hospit.y LLC Et Al v. Sompo America Ins. Co.

155838/23 Richardson v. Bpp Pcv Owner LLC

154025/24 Rivero v. Jones

154636/23 Rosler v. Mehrz

151276/23 Ross v. Franco

805132/24 Sarmiento v. Mount Sinai Hosp. Et Al

16106/19 Schacter v. Bolivar Apt. Corp. Et Al

16103/20 Shtanhet v. Air Comfort Refrigeration Corp. Et Al

651674/25 Sig Kers C Mt 2023 Venture LLC v. Mj Group Hldgs. LLC Et Al

160984/25 Simmons v. Odmann

654502/23 Sjst Mgt. Corp. v. Ichioha Ventures LLC Et Al

452566/22 Smith v. NYC Et Al

16105/21 Sokolov v. Trader Joes East Inc. Et Al

157677/17 Sosa v. NYC

155708/22 Soto v. Superpark Rly.

850218/25 Spectrum Mortgage Hldgs. v. The Heirs At Large of Mary Thompsons

654934/25 Staffing Group Hldgs. v. Luxurion Hotels, Inc.

159566/24 State Farm Fire And Casualty Co. v. Sahadeo

654397/22 Storms v. Flat Rate Movers

653392/23 Tedford's Tenancy v. Horizon Investors Corp. Et Al

152530/18 Teshabaeva v. Life Quality Homecare
158982/25 The Legal Aid Society v. NYC Admin. For Children's Services Et Al
850075/23 U.S. Bank Trust Nat. Assoc. v. Agnol
100753/23 Waheed v. Bui

E-Filing Submission Part
Adjourned for Working Copies Part

Part 1

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

WEDNESDAY, SEPT. 17

162589/19 Castro v. Pauline
153966/21 Chobot v. Francis
156270/20 Connolly v. Raithan
157066/21 Franco v. Garcia
155768/20 Genao v. Delacruz
152712/18 Kim v. Aziz
153662/20 Lauder v. Sabir
153084/21 Lau v. Mostafa
157002/22 Lewis v. Razu
156209/20 Mercado-Jimenez v. Dufrane
154167/18 Petalas v. Epic Agami Cab Corp
159275/19 Rempersaud v. Dumanyan
157262/20 Ruiz v. Saleem
157854/19 Toure v. Sanogo
152270/18 Witting v. Khudoyarov
153699/21 Zhang v. Singh

THURSDAY, SEPT. 18
156005/16 Jp by Anna Diaz v. East Harlem Pilot Block

Part 2

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

WEDNESDAY, SEPT. 17

650507/2027 Park Avenue v. Mistral Architectural Metal
156674/20 Acp Dental Group v. Made in Bklyn. Designs, Inc. Et Al

159881/15 Barcia v. Costco Wholesale Corp.
154082/19 Guillermo v. Maple K 43-10 23rd St Owner

161002/22 Makarewicz Design Ltd. D/b/a Mdl Solutions v. Jdp Mechanical, Inc. Et Al

152181/17 Olek, Inc. v. Merrick Real Estate Group Inc.
652478/22 Robin v. Infinite Beauty Motion

650507/2027 Park Avenue v. Mistral Architectural Metal
156674/20 Acp Dental Group v. Made in Bklyn. Designs, Inc. Et Al

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159881/18 15/Barcia v. Costco Wholesale Corp.
154082/19 Guillermo v. Maple K 43-10 23rd St Owner

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, SEPT. 17
156532/22 Yee v. Con Ed Co. of New York, Inc. Et Al

Part 24
Matrimonial Part
Justice Michael L. Katz
60 Centre Street
Phone 646-386-3285
Courtroom 325

WEDNESDAY, SEPT. 17
302255/23 Cadet v. Belizaire

362061/25 Castel Baixauli v. Williams

310534/19 Franklin v. Franklin

365381/24 Leam v. James

30008/16 Matthews-Valery v.

Valery

301115/11 Mervin v. Leroy

320261/23 Musumeci v. Musumeci

321790/22 Rodriguez v. Figueroa

Guzman

320621/23 St Louis v. St Louis

321355/23 Turner v. Turner

365013/24 Zweig v. Zweig

Motion

360261/25 Castel Baixauli v.

Williams

310534/19 Franklin v. Franklin

30008/16 Matthews-Valery v.

Valery

301115/11 Mervin v. Leroy

320261/23 Musumeci v. Musumeci

321790/22 Rodriguez v. Figueroa

Guzman

320621/23 St Louis v. St Louis

321355/23 Turner v. Turner

365013/24 Zweig v. Zweig

Part 26
Justice Ta-Tanisha D. James
60 Centre Street
Phone 646-386-4462
Room 438

Part 28
Justice Aija Tingling
60 Centre Street
Phone 646-386-4372
Room 543

WEDNESDAY, SEPT. 17

32000/24 Delpalma v. Depalma

310164/19 Drucker v. Drucker

365340/25 Empson v. Anderson

320563/23 Lee v. Maxwell

365292/25 Markel v. Demel Markel

365104/25 Punj v. Grewal

365734/23 Seelye v. Esquivel

Motion

310164/19 Drucker v. Drucker

365340/25 Empson v. Anderson

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365802/23 Clark v. Rumble

365735/23 Dore-Almonor v. Almonor

320256/24 King v. Kessler

321794/23 Min-Zarychto v. Zarychto

303349/20 Rosinski v. Rose

365785/23 Samlsahing v. Springer

Motion

303349/20 Rosinski v. Rose

Part 30V

Justice Judith N. McMahon

60 Centre Street

646-386-3275

Part 33

Justice Mary V. Rosado

60 Centre Street

Phone 646-386-3894

Room 442

WEDNESDAY, SEPT. 17

150395/22 Aig Prop. Casually Co. v.

Cohen

159127/20 Almonte v. NYU

Lungone Hosps.

631666/24 American Transit Ins.

Co. v. Fisher

158297/19 Ansari v. Century

Elevator Maint.

162107/23 Anzalone v. Empire

Office, Inc. Et Al

158060/22 Arias v. Con Ed Co. of

New York, Inc. Et Al

159233/22 Badia v. 95 West B'way

Hdgs. Et Al

154212/22 Badstein v. 9 Dekalb

Owner LLC Et Al

153884/22 Batts v. Lvn Funding

LLC Et Al

156103/22 Berger v. Bakerboy LLC

D/b/a Supermoon Bakehouse Et Al

161906/24 Brown v. Piece of Cake

Moving & Storage LLC

155957/20 Caceres v. NYC

160485/21 Caldone v. Jrm Const.

Mgt.

158842/21 Carroll v. Bop Greenpoint

D LLC Et Al

155997/20 Castro v. Piedmont

60 Centre St.

Phone 646-386-4370

Room 341

WEDNESDAY, SEPT. 17

153979/22 Litten v. Biergarten

America Corp. Et Al

Part 37

IAS Part

Justice Arthur F. Engoron

60 Centre Street

646-386-3222

Room 418

WEDNESDAY, SEPT. 17

156476/22 Protective v. Jp

Morgan Chase

156115/23 Korpen LLC v. One

Penn Plaza LLC

158559/24 Lells Collective v. True

Colors United, Inc.

159342/23 NY LLC D/b/a

The Corcoran Group v. Ds 30

Morningside Drive LLC

80517/20 Olatunde v. NYCH&HC

Motion

159342/23 Ny LLC D/b/a

The Corcoran Group v. Ds 30

Morningside Drive LLC

Part 34

Justice Dakota D. Ramsur

60 Centre Street

Phone 646-386-4370

Room 341

WEDNESDAY, SEPT. 18

156126/21 Arthurs v. Haven Rooftop

159258/22 Maurasaca-Palchisaca v.

Rotavite Elevator Const., Inc.

151809/24 Mejia Gomez v.

Brookfield Properties One Wfc

Co. LLC Et Al

152566/22 Smith v. NYC Et Al

158319/24 Solano v. Glassman

Dental Care

155708/22 Soto v. Superpark Rty.

Motion

159258/22 Maurasaca-Palchisaca v.

Rotavite Elevator Const., Inc.

Part 34

Justice Dakota D. Ramsur

60 Centre Street

Phone 646-386-4370

Room 341

WEDNESDAY, SEPT. 17

153979/22 Litten v. Biergarten

America Corp. Et Al

Part 37

IAS Part

Justice Arthur F. Engoron

60 Centre Street

646-386-3222

Room 418

WEDNESDAY, SEPT. 17

156476/22 Protective v. Jp

Morgan Chase

156115/23 Korpen LLC v. One

Penn Plaza LLC

158559/24 Lells Collective v. True

Colors United, Inc.

159342/23 NY LLC D/b/a

The Corcoran Group v. Ds 30

Morningside Drive LLC

80517/20 Olatunde v. NYCH&HC

Motion

159342/23 Ny LLC D/b/a

The Corcoran Group v. Ds 30

Morningside Drive LLC

Part 34

Justice Robert R. Reed

60 Centre Street

Phone 646-

162540/23 Matos Cabral v. NYCTA Et Al
452379/18 Matthews v. NYCTA
160528/21 Medina v. the NYCTA Et Al
156933/17 Monroy v. NYCTA
152254/20 Munroe v. NYCTA
152482/20 Itero v. Rockefeller Group Et Al
153365/22 Picarda v. the NYCTA Et Al
152239/24 Quito v. NYCTA Et Al
160632/24 Rauch v. NYCTA Et Al
452216/22 Reeves v. Ford
161484/24 Ritter v. The NYCTA Et Al
154025/24 Rivero v. Jones
153629/22 Rolon v. NYCTA Et Al
161006/20 Roman v. NYCTA Et Al
153990/25 Rosa v. New York City NYCTA Et Al
151532/23 Samuels v. NYCTA Et Al
155297/24 Sanchez v. NYCTA Et Al
160676/22 Sanchez v. The NYCTA Et Al
156874/20 Sarker v. The NYCTA Et Al
805053/24 Scott v. Edwards
150297/24 Sherrill v. The Metro NYCTA Et Al
160984/19 Simmons v. Odmann
153360/23 Smith v. Metro Transportation Auth. Et Al
152974/21 Sobota v. NYCTA
152797/22 Stone v. Metro Transportation Auth. Et Al
152942/24 Stoute v. NYCTA Et Al
154536/23 Tai v. NYC Et Al
153770/23 Taylor v. NYCTA Et Al
152892/20 Thomas v. NYCTA
153800/22 Torres-D Martinez v. NYCTA Et Al
153767/18 Tun v. NYCTA
155459/24 Varona v. Giron
160257/23 Walford v. Metro Transportation Auth. Et Al
152308/22 Wilson v. Metro Transportation Auth. Et Al
151779/23 Wilson v. NYCTA Et Al
450192/23 Yesmin v. NYCTA
Motion
154801/22 Kouadio v. NYCTA

Part 22**Motor Vehicle**

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

WEDNESDAY, SEPT. 17

161847/25 In the Matter of The Application of Anonymous For An Order Approving a Certain Contract Between Anonymous v. 155134/24 McLennan v. Group 158943/24 Munroe v. Grillo 450155/22 Perez v. Silva 158894/24 Vasquez v. Augustus

Motion

161847/25 In the Matter of The Application of Anonymous For An Order Approving a Certain Contract Between Anonymous v. 450155/22 Perez v. Silva

THURSDAY, SEPT. 18

151269/22 Barreto v. Dessalines 154336/24 Barros v. Hertz Vehicles LLC. 160532/20 Block v. Uber Technologies, Inc. 161079/24 Brito v. Priester 160200/22 Flores v. Sylbert 155609/25 Gittens-Willis v. Academy Lines

151741/23 Habib v. Hamer 152627/23 Hernandez v. Addo 452302/23 Hernandez v. Franco 158406/23 Hook v. Coronel 157601/25 In the Matter of The Application of Andrew Brown v. Motor Vehicle Accident Indemnification Corp.

153706/25 Juhle v. Grandy 153520/20 Kim v. Panter Logistics 154788/20 King v. Rayhan 151808/19 Martin v. Alkafee 13482/11 Moore v. Servi-Tek Elevator

159964/25 Moreno-Ordonez v. Hudman LLC Et Al 150218/22 Nicolai v. Daisak 155743/23 Paez v. Favorite 153361/24 Peralta v. Nuride Transportation Group

155420/23 Petito v. Zosa Taxi 158304/19 Piektuk v. Diallo 161361/17 Pippin v. Menchin 157459/24 Ponce De Garcia v. Guttenplan

154633/23 Rosler v. Mehra 151276/23 Ross v. Franco 156801/20 Scheimberg v. Lahey Service Corp.

161603/23 Shanthret v. Air Comfort Refrigeration Corp. Et Al 155882/23 Shuda v. Love Jag Sidhu Corp. Et Al 156152/24 Silverio v. Uber Technologies, Inc. Et Al 155985/19 Soukouna v. Ean Hldgs. 156049/21 Villanueva v. Rambarran 156321/21 William v. Lustgarten

Motion

151269/22 Barreto v. Dessalines 154336/24 Barros v. Hertz Vehicles LLC. 160532/20 Block v. Uber Technologies, Inc. Et Al 158894/24 Vasquez v. Augustus

154950/20 Paulmijl Cafe, Inc. v. Evolver Hldgs. Corp. 154217/14 Ramirez v. 40 West 22nd St. Tenants 15138/23 Schellbacher-Sendon Group v. Ramos 152852/19 Siguencia v. Hudson Companies 152882/20 Tech. Ins. v. Hudson Meridian Const. 151750/22 Union Mutual Fire Ins. Co. v. Badri II LLC Et Al 151763/23 Vargas v. 141st St. 150502/21 Waldo v. Newgrange Const. 152699/16 Zunno v. Rxr Sl Owner LLC

THURSDAY, SEPT. 18

158867/20 Albert Herring As Proposed v. 150 Riverside Op. LLC 15320/21 Briguglio v. Fsp 787 Seventh 15324/18 Cusamano v. Super P57 LLC 152957/20 Francisco-Rosario v. 509 W 34 155022/22 Frizalone v. Tishman Const. Corp. of NY Et Al 161238/20 Gallegos v. Wc 28 Rhy. LLC 15420/22 Geronimo v. Elizabeth Seton Children's Rehabilitation Center Et Al 152219/18 Gilbane Bldg. Co. v. Forthill Const. Corp. 151485/20 Hernandez v. Harlem Park Assoc. Inc. 151789/19 Jimenez v. Vermilyea 153 161280/19 Lebron v. NYCHA 156466/21 Lin v. Hsbc Bank USA Et Al 152947/22 Lloroco v. 605 Third Ave. Fee LLC 160721/17 Makkos v. Braka 152997/20 McKrell v. O'Keefe 150508/22 Menassche v. NYU Medical Center Et Al 155901/22 Morrison v. Jay Rhy. Corp. Et Al 15899/17 Paul v. Davidson 152587/22 Polanco v. Six Ten Mgt. Corp. Et Al 153372/16 Roman v. 1781 Riverside LLC 155327/20 Singh v. Surfsid Investment Co. Et Al 159910/22 Sledge v. Rochdale Village 15519/21 Smith v. Hornblower NY

Early Settlement Part 2

Justice Samuel E. Wilkenfeld
80 Centre Street
Room 106

WEDNESDAY, SEPT. 17

150144/23 Curley v. NYC 152439/22 Hargraves v. NYC Et Al 161130/19 Harutyunyan v. NYC 154314/24 Hernandez v. Hernandez 151340/20 Joseph v. NYC 152522/23 Rosado v. NYC 154021/21 Soto v. NYC Et Al 152899/22 Vasquez v. NYC Et Al

THURSDAY, SEPT. 18

153620/17 Barker v. NYC 15860/19 Cesar v. NYC 15859/20 El Guazzar v. Green Scaffolding LLC 156196/22 Phillips v. NYC Et Al 151034/23 Ramirez Balbuena v. NYC Et Al 157613/17 Reyes v. NYC

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, SEPT. 17

156318/24 2651 B'way. Blk LLC v. Abrams 154203/25 Wall St. Suites LLC v. Schlesinger 154590/25 Akf Inc. v. Van Dan USA LLC Et Al

Part 50

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

Part 51

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

WEDNESDAY, SEPT. 17

156328/23 25th Floor v. North Shore Chiropractic P.C. 154928/25 Leonard Properties LLC Et Al 154701/22 Mountain Valley Indemnity Co. v. Cunningham

Part 55

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

THURSDAY, SEPT. 18

159876/20 De Angelis v. 330 E. 93rd St. LLC Et Al 15750/22 Union Mutual Fire Ins. Co. v. Badri II LLC Et Al 150502/21 Waldo v. Newgrange Const.

Part 23

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

WEDNESDAY, SEPT. 17

156502/21 25th Floor v. North Shore Chiropractic P.C. 154928/25 Leonard Properties LLC Et Al 154701/22 Mountain Valley Indemnity Co. v. Cunningham

Part 50

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

THURSDAY, SEPT. 18

159876/20 De Angelis v. 330 E. 93rd St. LLC Et Al 15750/22 Union Mutual Fire Ins. Co. v. Badri II LLC Et Al 150502/21 Waldo v. Newgrange Const.

Part 23

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

WEDNESDAY, SEPT. 17

159005/22 Kirby v. David Fabricators of N.Y., Inc. 190056/23 Mosia v. 3m Co. Et Al

Part 29

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

WEDNESDAY, SEPT. 17

155478/23 Acosta v. Pavarini McGovern

Part 55

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

WEDNESDAY, SEPT. 17

155478/23 Acosta v. Pavarini McGovern

Part 58

Justice David B. Cohen
71 Thomas Street
Phone 646-386-3347
Room 305

WEDNESDAY, SEPT. 17

154768/19 Access Theater, Inc. v. Battery Corp. Et Al

153369/20 Chicago Title Ins. Co. v. City Abstract, Inc. Et Al 15436/22 Choi v. Line Lic LLC. 15624/22 Comm'r's. of The State Ins. Fund v. Guytec Steel Inc. 154381/23 Crp 4 St. Marks Pl. A LLC Et Al v. Seasoned LLC M/s/ Seasoned Wvc 154125/24 Dunkley-Davis v. Hyundai Motor America 15405/12/23 Earl v. Honey Beauty Salon 15085/24 Fernandes v. Urban Atelier Group 151763/23 Vargas v. 141st St. 150502/21 Waldo v. Newgrange Const. 152699/16 Zunno v. Rxr Sl Owner LLC

THURSDAY, SEPT. 18

158867/20 Albert Herring As Proposed v. 150 Riverside Op. LLC 15320/21 Briguglio v. Hudson Companies 152882/20 Tech. Ins. v. Hudson Meridian Const. 151750/22 Union Mutual Fire Ins. Co. v. Badri II LLC Et Al 151763/23 Vargas v. 141st St. 150502/21 Waldo v. Newgrange Const. 152699/16 Zunno v. Rxr Sl Owner LLC

Part 73R

Justice Diego Santiago
60 Centre Street
Room 354

Part 75R

Justice Stephen S. Burzio
60 Centre Street
Room 240

WEDNESDAY, SEPT. 17

150314/21 Duckles v. Duckles 156523/20 Kalpadoli v. Ziosz

THURSDAY, SEPT. 18

156207/22 Marinac v. Rodriguez

Part 81R

Justice Lancelet B. Hewitt
80 Centre Street
Phone 646-386-3280
Room 321

Part 84R

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

Part 87R

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

THURSDAY, SEPT. 18

156543/21 Karmen v. Subramanian

Part 88R

Justice Lancelot B. Hewitt
80 Centre Street
Phone 646-386-3207
Room 158

WEDNESDAY, SEPT. 17

150613/23 Gorayeb & Associates v. Villina Jr.

THURSDAY, SEPT. 18

151544/20 Can IV Packard Square LLC v. Schubiner

Part 36

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

WEDNESDAY, SEPT. 17

150551/2235 36 Chinatown LLC v. Veeder Creative Ventures, Inc.

Part 36

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

WEDNESDAY, SEPT. 17

150551/2235 36 Chinatown LLC v. Veeder Creative Ventures, Inc.

Part 36

154736/24 Hayes v. NYCHA I
Housing Dev. Fund Corp. Et Al
153509/25 Ingram v. Indoor Hoops
Inc. Et Al
160076/21 Lismayilova v. NYC
151340/20 Joseph v. NYC
156256/21 Juillet v. NYC Et Al
158340/21 Junot Wendelboe-Larsen
v. NYC Et Al
161522/19 Kluga v. NYC
160487/23 Kofferl v. NYC Et Al
100297/21 Lee v. NYC Human
Services 805166/21 Liranova v. NYC Et Al
152069/22 Lopez v. NYC Et Al
654663/24 Lopez v. NYC Et Al
451951/25 Louis v. NYC Et Al
159964/20 Mantione v. Big Bowl
151612/20 Marta v. NYC
150559/25 Mohammed v. NYC Et Al
452299/14 Morales v. Alan E.
Rosenberg, Inc.

162151/19 Nissen v. NYC
160876/22 O'Neal v. NYC Et Al

159011/20 Olivera v. NYC
155516/23 Olsen v. NYC Et Al

159393/20 Ortiz v. NYC
150271/25 Penza v. Empire City
Subway Co. (Itd.) Et Al

152301/24 Perkins v. NYC Et Al
155920/21 Pinder v. NYC Et Al

152818/17 Polanco v. NYC
153711/20 Powell v. NYC Et Al

100496/22 Radis v. NYC And Its
Employees And Agencies; NYC
Comptroller's Office And Its
Employees

154572/22 Ramirez v. Moellendorf
154332/24 Rembert v. NYC Et Al

150868/20 Rivera v. NYC
158051/19 Rodriguez v. NYC
150709/21 Rokitsky v. NYC
161412/21 Roman v. NYC Et Al
151667/22 Rosario v. NYC Et Al
156071/21 Rosario v. NYC Et Al
450411/23 Sanchez v. NYC
154783/24 Santana v. NYC Et Al
151614/22 Saunders v. NYCHA Et Al
156822/21 Schueler v. NYC Et Al
154068/19 Sharani v. NYC
160554/25 Sharon v. NYC
152761/21 Sierra v. NYC Et Al
160458/18 Sledge v. NYC
158488/22 Soto v. Siders
151623/24 Swinton v. United
Federation of Teachers
154547/20 Thrasher v. Perfetto
Contracting
160187/21 Trant v. NYC Et Al
150249/22 Turner v. NYC Et Al
152899/23 Vasquez v. NYC Et Al
151014/23 Williams v. NYC

THURSDAY, SEPT. 18

153620/21 Barker v. NYC
158606/19 Cesar v. NYC
151034/23 Ramirez Balbuena v.
NYC Et Al

Part 62 City Part

Justice Ariel D. Chesler

111 Centre Street

Phone 646-386-3274

Room 1127A

WEDNESDAY, SEPT. 17

150556/25 Gonzalez v. NYC Et Al

154239/22 Hargraves v. NYC Et Al

157682/25 Law Office of Jack

Jaskaran v. NYC Police Dept. Et
Al

152794/22 Levine v. 190 Riverside

Condominium Et Al

154369/23 W. the Mount Sinai

Hosp. Et Al

THURSDAY, SEPT. 18

153341/23 Almanzar v. NYC Et Al

150743/22 Asad v. NYC Et Al

156384/18 Batista v. NYC
157586/18 Berlan v. City of New

York
451990/24 Bracy v. NYC Et Al

153281/22 Chong v. Brunei

Darussalam Mission To The

United Nations Et Al

157849/22 Conant v. NYC Et Al

157180/20 Cox-Douglas v. NYC

154880/15 Cruz v. NYC
151063/22 Cruz v. NYC

158498/18 Dodard v. One 9 Three 9

Corp.

159357/22 Drake v. NYC Et Al

159859/20 El Guazzar v. Green

160411/22 Filler v. NYC

150472/21 Generette v. Slatte NY Et
Al

100954/19 Giurdanella v. NYC

154424/19 Gonzalez v. Con Ed Co.

100090/21 Hooks v. NYC

158574/21 Lambert v. Erbetta

153399/21 K.D. An Infant By Her

Mother And Natural Guardian

Paula Dubois v. NYC Et Al

158865/22 Lin v. Fire Dept. Of

NYC Et Al

156516/21 Malloy v. NYC Et Al

106710/10 Marcano v. NYC

153852/18 McGrier v. NYC

159901/25 Mitchell v. Upstairs,

Downstairs Of New York, Inc. Et
Al

16053/22 Morse v. NYC Et Al

155974/22 Negron-Casiera v.

Frederick Douglass Community

Center Et Al

153683/19 Niagara Mohawk Power

v. NYC

155635/22 Niambele v. NYC Et Al

151328/11 Nicolas v. Triborough

Bridge And Tunnel Auth. Et Al

156770/21 Orimogunje v. NYC Et Al

151049/21 Peikes v. NYC

158795/22 Peters v. NYC

156166/22 Phillips v. NYC Et Al

158094/19 Piro v. NYC

157613/17 Reyes v. NYC

160494/22 Robinson v. 565 West

125th St. Housing Dev. Fund

Corp. Et Al

100165/25 Roman v. NYC Et Al

150625/22 Rouse v. Con Ed Co. Of

NY Inc. Et Al

155600/22 Sahebzadeh v. NYC Et Al

157677/17 Sosa v. NYC

150220/22 Staneksi v. NYC

159253/22 Sutton v. NYCH&HC

Corp.

151733/20 Vasques Rojas v.

Archdiocese Of NY Et Al

161874/19 Washington v. NYC Et Al

159462/18 Wu v. NYC

152149/22 Wulf v. Quezada

154987/22 Zahoor v. NYC Et Al

154022/21 Zanoni v. Cypeta Rly.

Co. Et Al

155958/22 Zweig v. NYC Et Al

Integrated Domestic Violence Part

Justice Tandra L. Dawson

100 Centre Street

Phone 646-386-3868

Room 1604

CRIMINAL TERM

Part Tap A

Justice D. Biber

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.

Part 22

Justice Mennin

Phone 646-386-4022

Fax 212-295-4890

111 Centre Street

Room 928, 9:30 A.M.

Part 23

Justice N. Ross

Phone 646-386-4023

Fax 212-295-4891

100 Centre Street

Room 1030, 9:30 A.M.

Part Tap

Justice D. Conviser

Phone 646-386-4093

Fax 212-401-9137

111 Centre Street

Room 1333, 9:30 A.M.

Part 95

Justice D. Kiesel

Phone 646-386-4031

Fax 212-401-9260

100 Centre Street

Room 1333, 9:30 A.M.

Part 99

Justice Carro

Phone 646-386-4032

Fax 212-401-9261

100 Centre Street

Room 1300, 9:30 A.M.

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.

Part 42

Justice Wiley

Part 24

Justice Shawn T. Kelly
Phone 718-618-1248
Room 623, 9:30 A.M.

THURSDAY, SEPT. 18

81385/23 Arias v. Liberty Coca-Cola Beverages LLC
81863/22 Ashram v. Rubin Dev. And Const. Et Al
81294/21 Ayla v. 1133 Fifth Ave. Corp. Et Al
80232/23 Campoverde Robles v. 2150 LLC Et Al
31972/19 Chica v. Fountain Seaview B3 Housing
81462/23 Cieza Gamonal v. 532 Neptune Associates LLC Et Al
24707/17 De La Cruz v. Cadence Prop. Group
80851/21 Dominguez v. Daniels Food Equipment Et Al
81260/24 Elerbe v. Polanco Martinez
80742/23 Fitzpatrick v. Empire City Subway (Ltd.)
81414/22 Fuentes v. 4720 Third Ave. Et Al
81752/22 Gomez Garcia v. Third And Thirty Four LLC Et Al
81668/22 Gomez Avilez v. Mingji Ave 4 Rty. LLC Et Al
80443/23 Gonzales Diaz v. 2980 Third Ave. Hldgs. LLC Et Al
802198/21 Greif v. Metro-North Commuter
81027/22 Gunderson v. Port Auth. of NY And New Jersey Et Al
80512/24 Hernandez v. B&B Mgt. Co. Et Al
81724/21 Iabbi v. Prom Rty. Co., LLC Et Al
81495/23 Lemetti v. 1114 6th Ave. Owner
80824/23 Lopez Peralta v. 66 Clinton Hldgs. LLC. Et Al
31034/18 Lopez v. Port Auth. of NY & NJ
30581/14 Lopez v. Ceylon Leasing Ltd
22025/20 Martinez v. Lopez
81985/20 McMillan v. Con Ed Co.
817910/22 Medina Vasquez v. Bridge Rockaway Housing Dev. Fund Co., Inc. Et Al
80706/23 Mendez Mendoza v. Efni Mgt. Corp. Et Al
81877/22 Motoa Holguin v. Yedid Builders Inc. Et Al
80573/23 O'Donnell v. Empire City Subway (Ltd.)
81736/22 Ochoa Calderon v. B.P. Electric Corp. Et Al
81463/24 Ortiz-Reyes v. Pilgrim United Church of Christ, Inc. Et Al
30245/16 Pacheco v. Balila Rty.
81742/23 Patterson v. Motor Vehicle Accident Indemnification Corp.
80801/24 Paula v. Leo Hldg. Corp.
81770/21 Paulino v. 973rd Ave. Associates LLC Et Al
24891/20 Pena Vasquez v. Toll NY II
81564/22 Perez Jadan v. 414 Gerard Owner LLC Et Al
80703/23 Quimiching v. Shain 802719/24 Ramirez Rojas v. 1333 B'way. LLC Et Al
81774/22 Ramonos Borda v. Rkr 2413 Third Owner LLC
80722/23 Rengifo Mestanza v. 200 East 20th LLC. Et Al
81475/23 Serrano v. Athena Properties LLC Et Al
80485/23 Tamauqua Ichapanta v. 101 Lincoln Associates Prop. LLC Et Al
2607/20 Truss-Clegg v. Citywide Mobile Response
80638/24 Weeks v. Travieso 81709/23 Williams v. Tkgp Corp. Et Al

Part 25

Justice Mary Ann Brigantti
Phone 718-618-1252
Room 407, 9:30 A.M.

WEDNESDAY, SEPT. 17

80949/21 Acevedo v. River Park Bronx Apts., Inc. Et Al
80326/21 Blanco v. Glicker Rty. L.P. Et Al
80542/23 Castillo v. Fiori
80034/22 Colon v. Lev
35829/20 Cornelius v. Bpe Rty. Owner LLC Et Al
80235/21 Evanson v. Skyview Apts. LLC
80537/21 Galvez Hernandez v. 1665 Monroe Rty. LLC
30547/20 Geico Ins. Co. v. Sears 80316/22 Manley v. Legoland NY 24335/15 Marrero v. 1 West LLC 81365/23 Meena v. Charisse & Christine Enterprises
80304/23 Ortiz-Green v. River Park Bronx Apts., Inc. Et Al
2124/14 Osegera v. Lincoln Properties
81277/22 Perez v. Lawmar Equity Corp.
80417/22 Rawley v. NYC Et Al
80353/21 Scott v. NYCHA
80180/23 Sims v. Risley Dent Apts. Housing Dev. Funding Corp. Et Al
24638/19 Tejeda v. Em Rty. Mgt. Corp.
80709/24 Toure v. One Fordham Plaza LLC Et Al

THURSDAY, SEPT. 18

801812/22 Bowen v. Smith
FRIDAY, SEPT. 19

2232/14 Ferrer v. Heskel's Riverdale
3924/25 Montero v. Mta Bridges And Tunnels
2966/20 Troncoso v. Ming Yuan Corp.
2016/19 Woo v. Graden

Part 26

Justice Paul L. Alpert
Phone 718-618-1617
Room 621, 9:30 A.M.

WEDNESDAY, SEPT. 17

23/11/16 Quinones v. Montefiore Medical Center

THURSDAY, SEPT. 18

81193/22 Almeida-Martinez v. Oub Court Housing Co., Inc.

80860/23 Attaway v. Pcmh Marion Ave. Housing Dev. Fund Corp. Et Al

80815/21 Baez v. 2246 Hldg. Corp Et Al

81384/24 Bales-Brown v. Jamison 80870/20 Bautista v. Deegan 135 Rty. LLC

80641/25 Brizo v. Mekles

23879/20 Camille v. Christopher School - Soc.

80464/25 Caraballo v. Laundry Capital Co.

81178/22 Charlery v. Lux Credit Consultants

81336/25 Coleman v. Lewis

80207/25 Cruz v. 235 West Kingsbridge Road LLC Et Al

81378/25 Dessim v. Rony Limo.

81477/24 Ferrara v. Grand Central Partnership, Inc. Et Al

80958/24 Flores Chavez v. 2278 Mott Ave.

80319/27 Fludd v. Hamidou

80177/26 Glassberg v. Bay Plaza Enterprises

3195/19 Gomez Pilizo v. Coshy Baker

81131/25 Gonzalez v. 2335 Crotona Ave. LLC

80643/23 Grullon v. Almonte

35240/20 Hall v. Bk Westchester Home St. LLC

3311/20 Hennessey v. Sarder Family Corp.

81774/22 Hernandez v. 1266-68 Grand Concourse Rty.

81601/25 In The Matter of The Application of Mc Preservation Alliance LLC v. Stewart

80257/24 Johnson v. Casa Redimix Concrete Corp.

81611/21 Kelly v. Diego Beekman Mutual Housing Assoc. Housing Dev. Fund Corp. Et Al

Part 27

Justice Naita A. Sema
Phone 718-618-1226
Room 622, 9:30 A.M.

WEDNESDAY, SEPT. 17

80877/24 Espinoza v. Bhavan Apts. LLC Et Al

81246/23 Jimenez v. Mgn Resorts Int'l Et Al

80538/23 Ward-Lynch v. Jhy Properties Inc.

20531/13 Washington Ave. Prop., Inc. v.

80838/24 Wright v. Prince Food Corp

Part 28

Justice Sarah P. Cooper
Phone 718-618-1254
Room 402, 9:30 A.M.

WEDNESDAY, SEPT. 17

80877/24 Espinoza v. Bhavan Apts. LLC Et Al

81246/23 Jimenez v. Mgn Resorts Int'l Et Al

80538/23 Ward-Lynch v. Jhy Properties Inc.

20531/13 Washington Ave. Prop., Inc. Et Al

80838/24 Wright v. Prince Food Corp

Part 29

Justice Veronica Romero Guerrero
Phone 718-618-1479
Room 701, 9:30 A.M.

WEDNESDAY, SEPT. 17

80996/22 Haque v. Begum

80708/23 Schneiderman v. Schneiderman

81180/22 Shannon v. Shannon

THURSDAY, SEPT. 18

850219 Baez v. Robles

81484/22 Barkat v. Barkat

80888/23 Hunter v. Hunter

FRIDAY, SEPT. 19

84721/21 Bartley v. Campbell

81490/24 Concepcion v. Arizmendi

Part 30

Justice Erik L. Gray
Phone 718-618-1320
Room 703, 9:30 A.M.

WEDNESDAY, SEPT. 17

80880/24 Acevedo v. Mij Service Inc. Et Al

80103/24 Almodovar v. Liza Brown's AutoBody Corp. Et Al

80448/23 Archilla v. Skanska USA Bldg. Inc.

THURSDAY, SEPT. 18

8019/22 Baez v. Robles

81484/22 Barkat v. Barkat

80888/23 Hunter v. Hunter

FRIDAY, SEPT. 19

84721/21 Bartley v. Campbell

81490/24 Concepcion v. Arizmendi

Part 31

Justice Fidel E. Gomez
Phone 718-618-1203
Room 403, 9:30 A.M.

WEDNESDAY, SEPT. 17

80996/22 Haque v. Begum

80708/23 Schneiderman v. Schneiderman

81180/22 Shannon v. Shannon

THURSDAY, SEPT. 18

80996/22 Haque v. Begum

80708/23 Schneiderman v. Schneiderman

81180/22 Shannon v. Shannon

FRIDAY, SEPT. 19

84721/21 Bartley v. Campbell

81490/24 Concepcion v. Arizmendi

Part 32

Justice Fidel E. Gomez
Phone 718-618-1203
Room 403, 9:30 A.M.

WEDNESDAY, SEPT. 17

80996/22 Haque v. Begum

80708/23 Schneiderman v. Schneiderman

81180/22 Shannon v. Shannon

THURSDAY, SEPT. 18

80996/22 Haque v. Begum

80708/23 Schneiderman v. Schneiderman

81180/22 Shannon v. Shannon

FRIDAY, SEPT. 19

84721/21 Bartley v. Campbell

81490/24 Concepcion v. Arizmendi

Part 33

Justice Fidel E. Gomez
Phone 718-618-1203
Room 403, 9:30 A.M.

WEDNESDAY, SEPT. 17

80996/22 Haque v. Begum

80708/23 Schneiderman v. Schneiderman

81180/22 Shannon v. Shannon

THURSDAY, SEPT. 18

80996/22 Haque v. Begum

80708/23 Schneiderman v. Schneiderman

81180/22 Shannon v. Shannon

FRIDAY, SEPT. 19

84721/21 Bartley v. Campbell

81490/24 Concepcion v. Arizmendi

Part 34

Justice Michael A. Frishman
Phone 718-618-1349
Room 705, 9:30 A.M.

WEDNESDAY, SEPT. 17

80168/24 Acevedo v. Mij Service Inc. Et Al

80109/25 Baez v. Robles

25/00011 Aletha Wambach v. Sequoia Potter and James Potter
25/00037 Sanford Equities Corp. v. Robert M. Cushing and Noan-Huey Wu
25/00043 Sanford Equities Corp. v. Robert M. Cushing and Noan-Huey Wu
25/00046 Yim Fun Law v. Xing Li, Inc.
25/00102 Grand Plus Supply, Inc. aao Erica F. Hamilton v. Geico Indemnity Company
25/00103 Best Care Pharmacy of New York, Inc., aao Genel A. Sanchez v. Progressive Insurance Co.
25/00126 Matter of the Summary Proceeding By The New York State Commissioner of Transportation, Agent For People v. Bestway Carling, Inc., JFK Long Term Parking, Inc., US Auto Storage, LLC a/k/a Prime Park JFK
25/00134 Gem Pawnbrokers Corp. v. Charnmain Parrish and "John" "Doe" and "Jane" "Doe"
25/00137 Accelerated Inventory Management, Inc. v. Darren Philip
25/00148 Matter of the Application of Isabela Lopez, Raul Lopez, and Carmen Galindo for a pursuant to article 7A of the Real Property Actions and Proceedings Law, Appointing a Court-Designated Administrator For The Premises Known As 374 Wallabout Street, Brooklyn, NY 11206 and Department of

25/00153 Matter of the Summary Proceeding By The New York State Commissioner of Transportation, Agent For People v. Bestway Carling, Inc. and JFK Long Term Parking, Inc. and US Auto Storage, LLC a/k/a Prime Park JFK
25/00158 Danny Marin v. Heec Equities, LLC, Everest Building Management, and Mark Anthony and Department of Housing Preservation & Development
25/00159 Maurice Louis v. Geico General Insurance
25/00166 16 Post Lane Ventures, LLC v. Lakesha Monique Vega and Daquon Bryant, Elijah Bryant, Tamaya Bryant, Quran Oliver, Janaya Bryant, Toby Vega, "John Doe" and "Jane Doe"
25/00167 Angelina Ramos v. Marisol Guzman a/k/a Marisol De La Rosa, Vagene De La Rosa, Rebecca Osorio and "John Doe and Jada" "Doe"
25/00181 Vanair Realty, LLC v. Nasheed Amir Jones and "John Doe" and "Jane Doe"
25/00183 Sasha Cochrane v. Wellington At Essex Park Condo and Whispering Woods At Latourette
25/00188 Capital One N.A. v. Margaret Pulgarin and Done Deal Service Corp.
25/00196 P.C. fir Medical Services, P.C., aao Charles E. Smith v. Country-Wide Insurance Co.
25/00203 Lucy Abosi v. Elizabeth Pierre and Brian Pierre
25/00211 Nabeel Alsaied v. Ahmed Elkoun and Rabia Hndance and "John Doe" and "Jane Doe"
25/00212 Burke Physical Therapy, P.C., aao Henley, Monasia v. State Farm Mutual Automobile Ins., Co.
25/00220 Pmv Realty, LLC v. Chestney Kirby and "John Doe" and "Jane Doe"
25/00231 Venia Jean v. Jose Myrtha Jean and Veniece Jean
25/00232 JP Morgan Chase Bank, N.A. v. Dimitrios Papadimitriou
25/00233 Edward Chung v. Alice Wong Manager Federal Standard Abstract, Inc.
25/00235 JP Morgan Chase Bank, N.A. v. Dimitrios Papadimitriou
25/00241 Rhs 26, LLC v. Zhong Hua Li
25/00251 1616 President Street Associates, LLC v. Patricia J. Edwards
25/00253 58/2664 Amboy Realty, LLC v. Bimal Kulasekara and Christine Avino Kulasekara, "John Doe" and "Jane Doe"
25/00263 Linden Estates, Inc. v. Annette Hamilton and "John Doe" and "Jane Doe"
25/00268 Medical Supply of Ny Services, Inc., aao Derrick McDonald v. Electric Insurance Co.
25/00270 Istan Owens v. J. Massi Realty, LLC
25/00271 Robert Shurman v. Maria Fallon and John Doe and Jane Doe
25/00272 Phileman St. Germain v. Brian Morales
25/00283 Silver Oak Realty Group, Inc. v. Zeng Zhong Huang
25/00285 Gurmeet Kaur v. Emdad Construction Co. and "Xyz Corp.", "John Doe" and "Jane Doe"
25/00372 Gideon Raviv v. Con Edison
25/00382 Lemena Holdings, LLC v. Wo Kee Noodle, Inc. and Xyz Corp.
25/00389 Impact Preservation, LLC v. Florentina Joseph
25/00402 Jesual, LLC v. Ishac Maximous
25/00404 Dov Land Usa, LLC v. Carrie Henrichson and "John Doe" and "Jane Doe"
25/00427 Burke Physical Therapy, P.C., aao Hughes, Sasha v. State Farm Mutual Automobile Ins. Co.
25/00430 Marshall Kesten, LLC v. Essential Kitchen, Inc.
25/00436 Mohammed Abul Hashem v. Savitri Singh, Seid Lafatah, "John Doe" and Yamina Jaaf, Sued Herein As Jane Doe #1
25/00442 Nostrand Group, LLC v. Yakov Huebner, "John" "Doe" and "Jane" "Doe"
25/00443 Glen-Marie David v. Drucilla Mcleod and Department of Housing Preservation and Development of the City of New York
25/00447 84 E 52, LLC v. Jamie Morris and "John Doe" and "Jane Doe"
25/00450 Kimberly Jenkins v. Wioletta Gradzki and Kazimierz Gradzki
25/00476 Matter of the Summary Proceeding By The New York State Commissioner of Transportation, Agent For People v. Bestway Carling, Inc., JFK Long Term Parking, Inc., and US Auto Storage, LLC, A/K/A Prime Park, LLC
25/00490 Healthwise Medical Associates, P.C., aao Guy, Jean Michel v. Permanent General Assurance Corporation
25/00491 Headlam Medical Professional Corporation aao Hernandez, Christopher v. Hertz Vehicles, LLC
25/00492 Ertl Physical Therapy, P.C., aao Mary, Scotland v. Nationwide Insurance Company
25/00493 Ach Chiropractic, P.C., aao Pierre, Polynice v. Hereford Insurance Company
25/00496 First Spine Chiropractic of Ny, P.C., aao Faustino, Ramire v. Unifitntrage Insurance Company

25/00497 Longevity Medical Supply, Inc., aao Jones, Belinda v. State Farm Mutual Automobile Ins., Co.
25/00499 Joel Fried v. Isabel Lopez and Raul Lopez and John Doe and Jane Doe
25/00505 Oceanwood, LLC v. Kenneth Fabian, Lucas Waller Keogh, Jed R. Kromfeld, "John Doe" And/or "Jane Doe"
25/00567 Burke Physical Therapy, P.C., aao Johnson, Serena Simone v. State Farm Mutual Automobile Ins. Co.
25/00568 72nd Himrod Street Bh, LLC v. Abdulla Elghabry
25/00579 Margaret Chaplin v. Harvey Garrett, Jr.
25/00582 Joe Central Brooklyn, LLC v. Yolanda Johnson
25/00614 197 St. Marks Ave. LLC v. Bernadette Gideon and "John Doe" and "Jane Doe"
25/00645 Matter of the Application of the Commissioner of the Department of Housing Preservation and Development of the City of New York v. For A Judgment, Pursuant To Article 7A of the Real Property Actions and Proceedings Law, Appointing A Court-Designated Administrator For The Premises Known As: 327 25/00658 1 Pearl Street, LLC v. Scott Miller and Lisa Nuttall and Igor Videgan, "John Doe" And/or "Jane Doe"
25/00665 Shafai Acupuncture, P.C., aao Yves v. State Farm Mutual Insurance, Co.
25/00675 Metropolitan Dime, Corp., aao Garcia-Gonzalez, Victor v. State Farm Mutual Automobile Insurance Company
25/00683 Riese Physical Therapy, P.C., aao Benjamin, Nathaniel v. State Farm Mutual Automobile Insurance Company
25/00695 Donato D'agosto v. Marcelle Dahdan and Michelle Aoun
25/00700 Union Street Flats, LLC v. Danique Small, "John" "Doe", "Jane" "Doe"
25/00699 Carroll Flats, LLC v. Tasha King and "John" "Doe", "Jane" "Doe"
25/00705 Jefferson Estate LLC v. Monique Sheop
25/00726 347 Lincoln Realty, LLC v. Tonya Hickson
25/00727 Wilmington Trust National Association, Not In Its Individual Capacity, But Solely As Trustee of Mira Trust 15/1 v. Fabius Delfus and Derrick Brown, Demetrios Delfus, and Allison A. Galloway, German Delfus, Ruan Noel McDonald, Sherley Darius, and Abigail Brown and "John Doe" and "Jane Doe"
25/00728 Boulevard Together Master Tenant, LLC v. Jessica Clarke, "John Doe" And/or "Jane Doe"
25/00737 Rashan R. Beswick v. Boodal Surbwali
25/00739 Brooklyn Housing Preservation, L.P. v. Nima Walker and "Jane" "Doe"
25/00740 Boulevard Together Master Tenant, LLC v. Brian Felix, "John Doe" a/k/a Carl Felix, "Jane Doe"
25/00745 Luis Alcala v. Metropolitan Transit Authority (Mta) (Legal Dept.)
25/00770 Mohamed Tibta v. 156 E. 21, LLC and Ammar Omar and "John Doe" and "Jane Doe"
25/00772 Veronica Cromwell and Tommie Johnson and Nancy Smith and Jerome Brown v. Az 400 Berkheimer Street LLC and Amarin Ahmed and Department of Housing Preservation and Development
25/00773 Brownville Associates v. Rosemarie Garrison and Jerome C. Cuthrie, Deshon D. Garrison, Amel G. Garrison and J. Doe
25/00774 Parveen v. Nagourney Ortiz
25/00775 General Construction Co. v. Trevor Bartley
25/00797 Howard Venue Associates v. Jose Colon-Fernandez
25/00808 Luis Alcala v. Bay Laundry Depot
25/00809 Derrica D. Kearney v. Paul Notice
25/00864 Alicia R. Ferguson v. Paris Alexandra
25/00869 Anukware Ketsogbu Md, P.C. aao Monique Espinal v. Affirmative Direct Insurance Company
25/01297 Luis Alcala v. Laundry King
25/01350 Department of Housing Preservation and Development v. Kenneth Banks and Seyd A. Mousavi and 22 Hawthorne Street, LLC
25/01373 Us Levin Grp Corp. v. Kristine Elman
25/01374 Weifei Lu v. Fu Ping Jiang
25/01375 Alexandria Kennedy v. Victor J. Capobianco and Josiah Frazier
25/01377 Lloyd Nwankwo v. 853 Empire Boulevard Associates and Property Services, LLC
25/01385 Ilona Itsikov v. Bay Decorators, Inc. and Ken Gams 25/01386 1338 Prospect LLC v. Franklyn Stephen and Denece Stephen, Michael Stephen, Katherine Stephen, Rosita Cunningham, Andrea Reid, Shannon Reid, Crystal Reid a/k/a Krystal A. Reid, Bryant Service, Joshua A. Service, Christina C. Rembert, Vismra M. King, "John Doe" and "Jane Doe"
25/02096 Yanu Liu d/b/a Shengyu A, Inc. v. Nader Kherd
25/0366 Mohammed Abul Hashem v. Tali Wahed and Savitri Singh, "John Doe" and "Jane Doe" and "John Doe" and "Jane Doe"
25/0372 Gideon Raviv v. Con Edison
25/0382 Lemena Holdings, LLC v. Wo Kee Noodle, Inc. and Xyz Corp.
25/0389 Impact Preservation, LLC v. Florentina Joseph
25/0402 Jesual, LLC v. Ishac Maximous
25/0404 Dov Land Usa, LLC v. Carrie Henrichson and "John Doe" and "Jane Doe"
25/0427 Burke Physical Therapy, P.C., aao Hughes, Sasha v. State Farm Mutual Automobile Ins. Co.
25/0430 Marshall Kesten, LLC v. Essential Kitchen, Inc.
25/0436 Mohammed Abul Hashem v. Savitri Singh, Seid Lafatah, "John Doe" and Yamina Jaaf, Sued Herein As Jane Doe #1
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25/0447 84 E 52, LLC v. Jamie Morris and "John Doe" and "Jane Doe"
25/0450 Kimberly Jenkins v. Wioletta Gradzki and Kazimierz Gradzki
25/0476 Matter of the Summary Proceeding By The New York State Commissioner of Transportation, Agent For People v. Bestway Carling, Inc., JFK Long Term Parking, Inc., and US Auto Storage, LLC, A/K/A Prime Park, LLC
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25/0727 Wilmington Trust National Association, Not In Its Individual Capacity, But Solely As Trustee of Mira Trust 15/1 v. Fabius Delfus and Derrick Brown, Demetrios Delfus, and Allison A. Galloway, German Delfus, Ruan Noel McDonald, Sherley Darius, and Abigail Brown and "John Doe" and "Jane Doe"
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25/0740 Boulevard Together Master Tenant, LLC v. Brian Felix, "John Doe" a/k/a Carl Felix, "Jane Doe"
25/0745 Luis Alcala v. Metropolitan Transit Authority (Mta) (Legal Dept.)
25/0770 Mohamed Tibta v. 156 E. 21, LLC and Ammar Omar and "John Doe" and "Jane Doe"
25/0772 Veronica Cromwell and Tommie Johnson and Nancy Smith and Jerome Brown v. Az 400 Berkheimer Street LLC and Amarin Ahmed and Department of Housing Preservation and Development
25/0773 Brownville Associates v. Rosemarie Garrison and Jerome Cuthrie, Deshon D. Garrison, Amel G. Garrison and J. Doe
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25/01374 Weifei Lu v. Fu Ping Jiang
25/01375 Alexandria Kennedy v. Victor J. Capobianco and Josiah Frazier
25/01377 Lloyd Nwankwo v. 853 Empire Boulevard Associates and Property Services, LLC
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25/0366 Mohammed Abul Hashem v. Tali Wahed and Savitri Singh, "John Doe" and "Jane Doe" and "John Doe" and "Jane Doe"
25/0372 Gideon Raviv v. Con Edison
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25/0496 First Spine Chiropractic of Ny, P.C., aao Faustino, Ramire v. Unifitntrage Insurance Company

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25/0683 Riese Physical Therapy, P.C., aao Benjamin, Nathaniel v. State Farm Mutual Automobile Insurance Company
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25/0727 Wilmington Trust National Association, Not In Its Individual Capacity, But Solely As Trustee of Mira Trust 15/1 v. Fabius Delfus and Derrick Brown, Demetrios Delfus, and Allison A. Galloway, German Delfus, Ruan Noel McDonald, Sherley Darius, and Abigail Brown and "John Doe" and "Jane Doe"
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25/0745 Luis Alcala v. Metropolitan Transit Authority (Mta) (Legal Dept.)
25/0770 Mohamed Tibta v. 156 E. 21, LLC and Ammar Omar and "John Doe" and "Jane Doe"
25/0772 Veronica Cromwell and Tommie Johnson and Nancy Smith and Jerome Brown v. Az 400 Berkheimer Street LLC and Amarin Ahmed and Department of Housing Preservation and Development
25/0773 Brownville Associates v. Rosemarie Garrison and Jerome Cuthrie, Deshon D. Garrison, Amel G. Garrison and J. Doe
25/0774 Parveen v. Nagourney Ortiz
25/0775 General Construction Co. v. Trevor Bartley
25/0797 Howard Venue Associates v. Jose Colon-Fernandez
25/0808 Luis Alcala v. Bay Laundry Depot
25/0809 Derrica D. Kearney v. Paul Notice
25/0864 Alicia R. Ferguson v. Paris Alexandra
25/0869 Anukware Ketsogbu Md, P.C. aao Monique Espinal v. Affirmative Direct Insurance Company
25/01297 Luis Alcala v. Laundry King
25/01350 Department of Housing Preservation and Development v. Kenneth Banks and Seyd A. Mousavi and 22 Hawthorne Street, LLC
25/01373 Us Levin Grp Corp. v. Kristine Elman
25/01374 Weifei Lu v. Fu Ping Jiang
25/01375 Alexandria Kennedy v. Victor J. Capobianco and Josiah Frazier
25/01377 Lloyd Nwankwo v. 853 Empire Boulevard Associates and Property Services, LLC
25/01385 Ilona Itsikov v. Bay Decorators, Inc. and Ken Gams 25/01386 1338 Prospect LLC v. Franklyn Stephen and Denece Stephen, Michael Stephen, Katherine Stephen, Rosita Cunningham, Andrea Reid, Shannon Reid, Crystal Reid a/k/a Krystal A. Reid, Bryant Service, Joshua A. Service, Christina C. Rembert, Vismra M. King, "John Doe" and "Jane Doe"
25/02096 Yanu Liu d/b/a Shengyu A, Inc. v. Nader Kherd
25/0366 Mohammed Abul Hashem v. Tali Wahed and Savitri Singh, "John Doe" and "Jane Doe" and "John Doe" and "Jane Doe"
25/0372 Gideon Raviv v. Con Edison
25/0382 Lemena Holdings, LLC v. Wo Kee Noodle, Inc. and Xyz Corp.
25/0389 Impact Preservation, LLC v. Florentina Joseph
25/0402 Jesual, LLC v. Ishac Maximous
25/0404 Dov Land Usa, LLC v. Carrie Henrichson and "John Doe" and "Jane Doe"
25/0427 Burke Physical Therapy, P.C., aao Hughes, Sasha v. State Farm Mutual Automobile Ins. Co.
25/0430 Marshall Kesten, LLC v. Essential Kitchen, Inc.
25/0436 Mohammed Abul Hashem v. Savitri Singh, Seid Lafatah, "John Doe" and Yamina Jaaf, Sued Herein As Jane Doe #1
25/0442 Nostrand Group, LLC v. Yakov Huebner, "John" "Doe" and "Jane" "Doe"
25/0443 Glen-Marie David v. Drucilla Mcleod and Department of Housing Preservation and Development of the City of New York
25/0447 84 E 52, LLC v. Jamie Morris and "John Doe" and "Jane Doe"
25/0450 Kimberly Jenkins v. Wioletta Gradzki and Kazimierz Gradzki
25/0476 Matter of the Summary Proceeding By The New York State Commissioner of Transportation, Agent For People v. Bestway Carling, Inc., JFK Long Term Parking, Inc., and US Auto Storage, LLC, A/K/A Prime Park, LLC
25/0490 Healthwise Medical Associates, P.C., aao Guy, Jean Michel v. Permanent General Assurance Corporation
25/0491 Headlam Medical Professional Corporation aao Hernandez, Christopher v. Hertz Vehicles, LLC
25/0

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CITATIONS NY

ACCOUNTING CITATION File No. 1002-1037/A SURROGATE'S COURT - BRONX COUNTY C I T A T I O N TO THE PEOPLE OF THE STATE OF NEW YORK, By the Grace of God Free and Independent, TO: Robert Tierney; Elizabeth Gowen Berliner; Courtney Current; Ellen Tierney Forte; Susan Govlick; Nancy O'Dowd; Peggy Healy; Kathleen Boland; Maureen Hoffman; Roy Guest; Kathleen TY Maddams; Susan E. Hall; Christopher John Smyth Guest; Patricia E. Kelleher; Kerri Tierney; Thomas V. Andreacci; Jacqueline Kastner; Jane Michelle Renny; Jocelyn May; Maureen Raymond; Pegge Kelleher; James Daniel Gowen, Jr.; Margaret Ruth Cahill; Catherine Gowen Hyslop NYS Department of Taxation and Finance; Attorney General of the State of New York; and The unknown distributees, next of kin and heirs, at law of MICHAEL CALLAHAN, deceased, if living, or if dead, to their respective distributees, next of kin, heirs at law, legatees, devisees, beneficiaries, fiduciaries, assignees, creditors or other successors in interest, whose names and post office addresses are unknown and cannot be ascertained after due diligence; THIS RETURN DATE IS A VIRTUAL COURT DATE IN PERSON APPEARANCES WILL NOT BE PERMITTED ON THE RETURN DATE UNLESS A PARTY NOTIFIES THE COURT THAT IT WISHES TO APPEAR IN PERSON BEFORE THE SCHEDULED COURT DATE. A Petition having been duly filed by the Public Administrator of the County of Bronx, having offices at 851 Grand Concourse, Room 336, Bronx, New York 10451; YOU ARE HEREBY CITED TO SHOW CAUSE by making a virtual appearance before the Surrogate's Court of the State of New York, Bronx County, at 851 Grand Concourse, Room 406, Bronx, New York 10451 on October 14, 2025 at 9:30 o'clock in the forenoon of that day, why the Court should not grant the following relief: (1) that the account of the Public Administrator of the County of Bronx, a summary of which will be served therewith, as Administrator of the Estate of MICHAEL CALLAHAN, deceased, who at the time of his death was a domiciliary 3204 Kingsbridge Avenue, 3F Bronx, NY, be judicially settled; (2) that legal fees of \$54,614.44 as listed in Schedule C-1 of the account, of which \$27,307.22 will be paid upon the completion of jurisdiction herein and the remaining \$27,307.22 will be paid upon the entry of a Decree herein, to Rodman & Campbell, PC, as attorneys for the Public Administrator to be allowed; (3) that the Administrator be allowed its statutory charges calculated pursuant to SCPA 1106(3); (4) that the commissions calculated pursuant to SCPA 2307 and 1106 (1) & (2) be allowed; (5) that, in the absence of anyone appearing and filing objections hereto, the entire net estate be paid to NYC Commissioner of Finance for the benefit of the decedent's unknown heirs; (6) that, in the event objections are filed herein, the Court hold a hearing to establish the identity of the decedent's distributees and grant pursuant to SCPA 2225 if appropriate; (8) that such other and further relief as the Court may deem just and proper be granted. PLEASE CONTACT THE COURT AT (718) 618-2373 OR VIRTUAL-BRONXSURROGATESCOURT@NYCOURTS.GOV FOR INFORMATION ON HOW TO APPEAR ON THE COURT'S VIRTUAL PLATFORM. HON. NELIDA MALAVE-GONZALEZ Surrogate ELIX MADERA-FLEIGELMAN, Chief Clerk Dated, Attested and Sealed, August 25, 2025 (Seal) Attorney for Petitioner(s): RODMAN AND CAMPBELL, PC. Tel. No. (718) 882-2681 Address of Attorney: 1428 East Gun Hill Road, Bronx, New York 10469 Email: info@rodmanandcampbelllaw.com or hwc@rodmanandcampbelllaw.com This Citation is served upon you as required by law. You are not required to appear. If you fail to appear it will be assumed you do not object to the relief requested. You have a right to have an attorney-at-law appear for you, and you or your attorney may request a copy of the full account from the petitioner or petitioner's attorney. 13508 au27-W s17

CITATIONS NY

New York: Attorney General of the State of New York; Office of the State Comptroller; Division of Legal Services; General Consulate of the Republic of Argentina in NY. - A Petition having been filed by Gabriel M. Astorla, Attorney General of the Autonomous City of Buenos Aires, and an amended petition having been filed by Fernando Martin Ocampo, successor Attorney General of the Autonomous City of Buenos Aires on behalf of the Minister of Education of the Autonomous City of Buenos Aires, in the Estate of Debora Szpiro a/k/a Debora Spyro a/k/a Debora Cytron, deceased, late of the City of Buenos Aires, Argentina who is domiciled or in the case of a corporation, its principal office, at Uruguay Street No. 458 of the Autonomy City of Buenos Aires, Republic of Argentina. YOU ARE HEREBY CITED TO SHOW CAUSE before the Surrogate's Court, New York County, at 31 Chambers Street, Room 509, New York, New York, on OCTOBER 31, 2025 at 10:00 o'clock in the forenoon of that day, why a decree / order should not be made in the estate of Debora Szpiro a/k/a Debora Spyro a/k/a Debora Cytron, deceased, late of the City of Buenos Aires, Argentina. Petitioner Fernando Martin Ocampo, Attorney General of the Autonomous City of Buenos Aires on behalf of the Minister of Education of the Autonomous City of Buenos Aires, and as successor-in-interest to the Consul General of the Republic of Argentina, on behalf of the Minister of Culture and Education of the Republic of Argentina, a party to these proceedings, prays that a citation issue to the State Comptroller, the Attorney General and the New York County Public Administrator to show cause why an order should not be made decreeing that the State Comptroller pay to petitioner the sum held by him in this estate with accrued interest after deducting his fees and charges, and why this Court should not grant petitioner such other relief as may be just and proper. Dated, Attested and Sealed, August 20, 2025 HON. HILARY GINGOLD Surrogate DIANA SANABRIA, Chief Clerk Name of Attorney: Silvia A. Bevilacqua, PC Address of Attorney: 78-27 37th Avenue, Suite 8 Jackson Heights, NY 11372 Telephone No.: (718) 457-8044 Email Address: silvia@bevilacqua.com [Note: This citation is served upon you as required by law. You are not required to appear. If you fail to appear it will be assumed you do not object to the relief requested. You have a right to have an attorney appear for you.] 13494 s17-W s18

FOUNDATIONS

THE ANNUAL RETURN OF THE JOHN AND AMY GRIFFIN FOUNDATION. For the fiscal year ended November 30, 2024, is available at its principal office located at 2 BLUE HILL PLAZA, 3RD FL, PEARL RIVER NY 10965 for inspection during regular business hours by any citizen who requests it within 180 days hereof. Principal Manager of the Foundation is JOHN A. GRIFFIN, PRESIDENT. 14293 s17

LIQUOR LICENSES

NOTICE IS HEREBY given that a license, NA-0240-25-128395 for beer, cider, and wine has been applied for by Hiromi Sushi Inc, d.b.a. Hiromi Sushi to sell beer, cider, and wine at retail in a restaurant under the Alcoholic Beverage Control Law at 1472 York Ave, Store 2, New York, New York County for on premises consumption. Applicant: Hiromi Sushi Inc, d.b.a. Hiromi Sushi 14364 s17-W s24

LIMITED LIABILITY ENTITIES

NOTICE OF FORMATION of Dawn Queen MD PLLC. Arts. of Org filed with Secy. of State of NY (SSNY) on 7/31/2025. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against PLLC to 30 Riverside Blvd, Apt 32F, New York, NY 10069. Purpose: any lawful act. 12932 Au13 W S17

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NOTICE OF FORMATION of Sandman Malin PLLC. Arts. of Org filed with Secy. of State of NY (SSNY) on 5/22/2025. Office location: NY County. SSNY designated as agent upon whom process may be served and shall mail copy of process against PLLC to 43 West 43rd St, Ste 375, New York, NY 10036. Purpose: any lawful act. 12946 Au13 W S17

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New York Law Journal reserves the right to edit, reject, cancel or correct any ad.

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Please check your ad the first day

SALES

PUBLIC AUCTION NOTICE OF SALE OF CO-OPERATIVE APARTMENT SECURITY BY VIRTUE OF DEFECT in a security agreement executed on January 28, 2009 by Raoul H. Didisheim, and in accordance with its rights as holder of the security, Nastostar Mortgage LLC, by Kim Carrino, Auctioneer, will conduct a public sale of the security consisting of 954 shares of common stock in 31171 Owners Corp. and all rights title and interest in and to a proprietary lease between corporation and debtor for UNIT 9G in a building known as and by the street address, 311 East 71st Street, Apt. 9G, New York, NY 10021 together with fixtures and articles of personal property now or hereafter affixed to or used in connection with UNIT 9G on October 08, 2025 at 11:00AM New York County Courthouse on the portico, located at 60 Centre Street, New York, NY 10007, in satisfaction of an indebtedness in the principal amount of \$340,436.81 plus interest from July 01, 2024 and costs, subject to open maintenance charges. The secured party reserves the right to bid. Ten percent (10%) deposit by bank or certified funds required at Auction, payable to the attorneys for the secured party. Closing within 30 days. Such sale shall be subject to the terms of sale, GROSS POLOWSKY LLC 1775 Wehrle Drive, Suite 100 Williamsburg, NY 14221 (716) 204-1700 ATTORNEYS FOR SECURED CREDITOR 87266 14298 s17-W o1

NOTICE OF SALE

SUPREME COURT - COUNTY OF BRONX JPMORGAN CHASE BANK, NATIONAL ASSOCIATION Plaintiff, Against PETER J. PATRICK A/K/A PETER PATRICK, et al Defendants Pursuant to a Judgment of Foreclosure and Sale, duly entered 07/28/2017, I, the undersigned Referee, will sell at public auction, in Room 711 of the Bronx County Courthouse, 851 Grand Concourse, Bronx, NY 10451, on 9/29/2025 at 2:15PM, premises known as 2915 Brumer Avenue, Bronx, New York 10469, and described as follows: ALL that certain plot piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough and County of Bronx, City and State of New York, Block 4790 Lot 23 The approximate amount of the current Judgment lien is \$666,369.13 plus interest and costs. The Premises will be sold subject to provisions of the aforesaid Judgment of Foreclosure and Sale; Index # 38125/2013 Leticia Arzu, Esq. Referee. MCCABE, WEISBERG & CONWAY, LLC, 10 Midland Avenue, Suite 205, Port Chester, NY 10573 Dated: 7/29/2025 File Number: 16-300983 CA 13249 au27-W s17

SALES

PUBLIC AUCTION NOTICE OF SALE OF CO-OPERATIVE APARTMENT SECURITY BY VIRTUE OF DEFECT in a security agreement executed on June 12, 2005 by Jillian Schlesinger, and in accordance with its rights as holder of the security, Wells Fargo Bank, N.A., by Kim Carrino, Auctioneer, will conduct a public sale of the security consisting of 572 shares of common stock in 228 East 79 Limited and all rights title and interest in and to a proprietary lease between corporation and debtor for UNIT 3E in a building known as and by the street address, 229 East 79th Street, Unit 3-E, New York, NY 10075 together with fixtures and articles of personal property now or hereafter affixed to or used in connection with UNIT 3E on October 08, 2025 at 11:30AM New York County Courthouse on the portico, located at 60 Centre Street, New York, NY 10007, in satisfaction of an indebtedness in the principal amount of \$105,217.76 plus interest from February 01, 2025 and costs, subject to open maintenance charges. The secured party reserves the right to bid. Ten percent (10%) deposit by bank or certified funds required at Auction, payable to the attorneys for the secured party. Closing within 30 days. Such sale shall be subject to the terms of sale, GROSS POLOWSKY LLC 1775 Wehrle Drive, Suite 100 Williamsburg, NY 14221 (716) 204-1700 ATTORNEYS FOR SECURED CREDITOR 87264 14297 s17-W o1

LIMITED LIABILITY ENTITIES

NOTICE OF FORMATION OF Webair AI LLC, Art. of Org. filed with Sec'y of State (SSNY) on 6/23/25, Cty: Nassau, SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 1025 Old Country Rd, Westbury, NY 11590. Purpose: any lawful purpose. 13826 Sept3 w Oct8

NOTICE OF FORMATION OF WYTWTY LLC, Art. of Org. filed with Sec'y of State (SSNY) on 7/1/25, Cty: Nassau, SSNY designated as agent of LLC upon whom process against it may be served. SSNY shall mail copy of process to 281 Syosset Woodbury Rd, Woodbury, NY 11797. Purpose: any lawful purpose. 13836 Sept3 w Oct8

NOTICE OF FORMATION OF WYTWTY LLC, Art. of Org. filed with the SSNY on 08/26/25, Office: Nassau County, SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to 1025 Old Country Rd, Westbury, NY 11590. Purpose: any lawful purpose. 13846 Sept3 w Oct8

NOTICE OF FORMATION OF WYTWTY LLC, Art. of Org. filed with the SSNY on 08/26/25, Office: Nassau County, SSNY designated as agent of the LLC upon whom process against it may be served. SSNY shall mail copy of process to 1025 Old Country Rd, Westbury, NY 11590. Purpose: any lawful purpose. 13846 Sept3 w Oct8

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