



State of New York
Court of Appeals

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COURT OF APPEALS NEW FILINGS

Preliminary Appeal Statements processed
by the Court of Appeals Clerk's Office

March 7, 2025 through March 13, 2025

Each week the Clerk's Office prepares a list of recently-filed appeals, indicating short title, jurisdictional predicate, subject matter and key issues. Some of these appeals may not reach decision on the merits because of dismissal, on motion or sua sponte, or because the parties stipulate to withdrawal. Some appeals may be selected for review pursuant to the alternative procedure of Rule 500.11. For those appeals that proceed to briefing in the normal course, the briefing schedule generally will be: appellant's brief to be filed within 60 days after the appeal was taken; respondent's brief to be filed within 45 days after the due date for the filing of appellant's brief; and a reply brief, if any, to be filed within 15 days after the due date for the filing of respondent's brief.

The Court welcomes motions for amicus curiae participation from those qualified and interested in the subject matter of these newly filed appeals. Please refer to Rule 500.23 and direct any questions to the Clerk's Office.

111 WEST 57th v 111 W57 MEZZ:
APL-2025-00045

Supreme Court, New York County order of 6/7/24; granted motion; leave to appeal granted by the Court of Appeals, 2/18/25;

Covenants—Covenant of Good Faith and Fair Dealing—Whether language in a contract related to the loan at issue bars a claim for breach of the implied covenant

of good faith and fair dealing against the Apollo lenders; whether plaintiff stated a claim for breach of contract based on a breach of the implied covenant of good faith and fair dealing against the Apollo Lenders; whether plaintiff stated a claim for tortious interference with contract based on a breach of the implied covenant of good faith and fair dealing against the Spruce defendants; whether plaintiff stated a claim for tortious interference with contract against the Spruce defendants based on an alleged breach of a provision of the Join Venture Agreement;

Supreme Court, New York County, granted in part and denied in part defendants' various motions to dismiss; App. Div. modified to dismiss the derivative claims against the Apollo Lenders for breach of the duty of good faith and fair dealing (Count II), and, as so modified, affirmed; Supreme Court, New York County, granted the motion of defendants ACREFI Mortgage Lending, LLC, Apollo Credit Opportunity Fund III AIV I LP, and AGRE Debt 1-111 W 57 LLC (collectively, the Apollo Lenders) to discontinue their cross-claims.

SUSAN ABRUZZI AS EXECUTOR OF THE ESTATE OF BARBARA PETILLO v HINDENBURG:

APL-2025-00039

Supreme Court, Nassau County judgment of 1/15/25; dismissal;

Physicians and Surgeons—Whether summary judgment was properly granted as against defendants Alexander Hindenburg and Winthrop Oncology Hematology Associates, P.C.;

Supreme Court, Nassau County, granted the motion of the defendants Alexander Hindenburg and Winthrop Oncology Hematology Associates, P.C., for summary judgment dismissing the complaint as asserted against them; Supreme Court, Nassau County, granted judgment in favor of defendants Alexander Hindenburg and Winthrop Oncology Hematology Associates, P.C., and against plaintiff dismissing the complaint insofar as asserted against those defendants; App. Div. 2nd Dept., with two Justices dissenting, dismissed appeal from order and affirmed judgment; Supreme Court, Nassau County, upon a jury verdict, dismissed action against defendant Maller; Supreme Court, Nassau County, upon jury verdict, dismissed action against defendants Ciro Ciccarelli and Critical Care.

PEOPLE v LEWIS (JARVIS):

APL-2025-00026

4th Dept. App. Div. order of 6/14/24; affirmance;

Crimes—Right to Counsel—Whether defendant was deprived of the right to a fair trial due to the ineffective assistance of counsel and the denial of his request for new counsel prior to trial; whether the trial court erred in convicting and sentencing defendant on duplicitous charges of criminal possession of a weapon in the second degree in violation of Penal Law § 265.03 (3); whether the trial court erred in denying defendant's request for a CPL article 730 examination prior to the start of trial; whether the trial court erred in imposing consecutive sentences of

incarceration and imposing a sentence that was unduly harsh and excessive;
Supreme Court, Monroe County, convicted defendant upon a jury verdict of criminal possession of a weapon in the second degree (four counts), assault in the second degree, and resisting arrest; App. Div., with two Justices dissenting, affirmed.