

SUPREME COURT OF THE STATE OF NEW YORK - NEW YORK COUNTY

**PRESENT: Hon. Joan B. Carey
Administrative Order**

AMERICAN ARBITRATION ASSOCIATION, INC.,

Plaintiff,

- v -

INDEX NO. 115499/2009

**LAURUS CAPITAL MANAGEMENT, LLC, EUGENE
GRIN, DAVID GRIN, and VALENS CAPITAL
MANAGEMENT, LLC,**

Defendants.

Administrative Order:

By two letters dated November 12, 2009, defendants request a transfer of this action from I.A.S. Part 2 (York, J.) to the Commercial Division pursuant to Uniform Rule 202.70 (e).

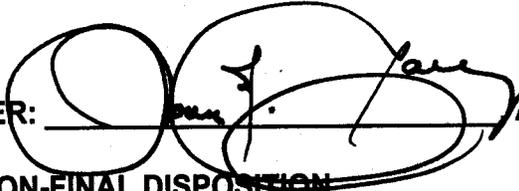
In a responsive letter of the same date, plaintiff American Arbitration Association, Inc. (AAA) objects to any transfer on four grounds. First, AAA argues that Justice York has already invested time and effort on the plaintiff's application for a temporary restraining order and set a briefing schedule on AAA's motion for an order of attachment pursuant to CPLR 6210. Second, AAA argues that defendants' application is motivated by Justice York's decisions in the case to date and the tenor of statements made to defense counsel during two oral arguments. Third, AAA contends that defendants are seeking to delay issuance of an order of attachment. Finally, AAA argues that this action is a commercial real estate dispute ultimately concerning the payment of rent, and thus, falls within one of the exclusions for assignment of cases to the Commercial Division.

Although the application is timely, as it was made within ten days of the filing of the Request For Judicial Intervention on November 4, 2009, the application is denied for two reasons. First, without passing on AAA's claims that defendants are engaging in judge-shopping or trying to delay a resolution of AAA's motion for an attachment, there is no doubt that Justice York has expended a fairly significant amount of time on this case such that a transfer to another judge is a waste of judicial resources. Second, the case falls outside the parameters for assignment to the Commercial Division. The "principal claim" in this case is the recovery of rent on a commercial lease. See Uniform Rule 202.70(b), and (c) (3). AAA's other claims are merely incidental to the recovery of

the rent that is allegedly owed for the alleged anticipatory breach by defendant Laurus Management, LLC (Laurus) of a sublease between AAA, as tenant, and Laurus, as subtenant, for the 10th floor of a building located at 335 Madison Avenue, New York, New York.

Accordingly, defendants' request for a transfer to the Commercial Division is denied.

Dated: November 16, 2009

ENTER:  **A.J.**

Check one: FINAL DISPOSITION

NON-FINAL DISPOSITION