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| <b>Sina v United Frontier Mut. Ins. Co.</b>  |
| 2019 NY Slip Op 30943(U)   |
| March 18, 2019   |
| Supreme Court, Kings County  |
| Docket Number: 509212/2018   |
| Judge: Dawn M. Jimenez-Salta   |
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At an IAS Term, Part 88 of the Supreme Court of the State of New York, held in and for the County of Kings, at the Courthouse, at Civic Center, Brooklyn, New York, on the 18<sup>th</sup> day of March, 2019.

P R E S E N T:

HON. DAWN JIMENEZ-SALTA,  
Justice.

-----X  
BASHKIM SINA AND CHRISTINA SINA,

Plaintiffs,

- against -

UNITED FRONTIER MUTUAL INSURANCE CO.

Defendant.  
-----X

DECISION/ORDER

Index No.: 509212/2018

Motion Seq. No. 2

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KINGS COUNTY CLERK  
FILED

Recitation, as required by *CPLR 2219 (a)*, of the papers considered in the review of:

- 1) Defendant United Frontier Mutual Insurance Co.'s ("Defendant") Motion for an Order dismissing the complaint, pursuant to Judiciary Law § 740, on the ground that Plaintiffs Bashkim Sina and Christina Sina's ("Plaintiffs") attorney, Constantine Bardis, does not, and did not when he filed the summons and complaint, maintain a New York office for the "transaction of law business" or, in the alternative, changing the venue of this action pursuant to CPLR 510(3) to Cattaraugus County, together with accompanying Memorandum of Law, dated October 31, 2018;
- 2) Plaintiffs' Affirmation in Opposition, together with accompanying Affidavit and Memorandum of Law, dated November 27, 2018;
- 3) Defendant's Reply Affidavit, dated November 30, 2018; all of which submitted December 5, 2018.

Papers Considered:

Numbered:

Notice of Motion, Affidavit/Affirmation,  
and Exhibits Annexed .....

Answering Affirmations and Affidavit.....

Replying Affirmations.....

Other [Memoranda of Law].....

Defendant 1 , 2 [Exh. A-J]

Plaintiffs 4, 5 [Exh. A-B]

Defendant 7

Defendant 3; Plaintiffs 6

Upon the foregoing papers, the Decision/Order on this Motion is as follows: Defendant's motion to dismiss the complaint pursuant to Judiciary Law § 740 and change venue pursuant to CPLR 510(4) is denied in its entirety.

### FACTUAL BACKGROUND AND PROCEDURAL HISTORY

This is a first-party insurance coverage dispute relating to a water loss that occurred on August 16, 2016. The dispute arises from an incident that occurred when two adjoining properties located at 186 and 188 North Union Street, Olean, New York ("Insured Premises") owned by plaintiffs Bashkim Sina and Christina Sina ("Plaintiffs") were damaged in a storm, causing water to flood the shared roof and leak into the buildings through the heating, air conditioning, and ventilation equipment on the roof. Plaintiffs allege that the flooding caused extensive interior damage resulting in over \$360,000 in damages in addition to ongoing loss of income from commercial and residential tenants who were allegedly forced to vacate the premises. While performing repairs to the Insured Premises, Plaintiffs also discovered asbestos in the walls of the buildings, which was removed at Plaintiffs' expense [Defendant 1; Defendant 2 [Exh. A-J]; Defendant 3; Plaintiffs 4; Plaintiffs 5 [Exh. A-B]; Plaintiffs 6; Defendant 7].

On April 22, 2016, United Frontier Mutual Insurance Co. ("United Frontier") issued a general liability insurance policy, identified as Policy # UFM10-2014-1148 (the "Policy") to Plaintiffs for the Insured Premises. The Policy covered, inter alia, bodily injury and property damage occurring at the Insured Premises and was in effect from May 26, 2016 to May 26, 2017 [Defendant 1; Defendant 2 [Exh. A-J]; Defendant 3; Plaintiffs 4; Plaintiffs 5 [Exh. A-B]; Plaintiffs 6; Defendant 7].

After performing the repairs, Plaintiffs filed a claim under the Policy for damage relating to the water loss. United Frontier denied the claim by letter on September 26, 2016. United Frontier disclaimed coverage for the loss alleging it was not a covered loss under the policy issued to Plaintiffs [Defendant 1; Defendant 2 [Exh. A-J]; Defendant 3; Plaintiffs 4; Plaintiffs 5 [Exh. A-B]; Plaintiffs 6; Defendant 7].

Upon receiving notice that their claim was denied, Plaintiff commenced a lawsuit under index No. 503250/2017 (the "2017 Action") seeking to recover, inter alia, the cost to repair the physical damage to the Insured Premises that Plaintiff incurred as a result of United Frontier's alleged improper failure to make the payments required under the Policy [Defendant 1; Defendant 2 [Exh. A-J]; Defendant 3; Plaintiffs 4; Plaintiffs 5 [Exh. A-B]; Plaintiffs 6; Defendant 7].

In July 2017, United Frontier moved to dismiss the complaint pursuant to New York Judiciary Law § 470 on the ground that Plaintiffs' original attorney, William Matsikoudis, Esq. of Matsikoudis & Fanciullo, LLC, did not maintain a physical law office for the transaction of law business within New York. By order dated September 15, 2017, United Frontier's motion was granted and Plaintiffs' complaint was dismissed [Defendant 1; Defendant 2 [Exh. A-J]; Defendant 3; Plaintiffs 4; Plaintiffs 5 [Exh. A-B]; Plaintiffs 6; Defendant 7].

On June 12, 2018, Plaintiffs commenced the subject action by filing of a summons and complaint. Plaintiffs assert the same allegations contained in the 2017 Action – that United Frontier breached the insurance contract between the parties by failing to pay for the repair costs related to the water damage caused by the August 2016 storm. Plaintiffs also asserted causes of action for unjust enrichment and breach of good faith and fair dealing, and seek to recover reasonable attorney’s fees and punitive damages [Defendant 1; Defendant 2 [Exh. A-J]; Defendant 3; Plaintiffs 4; Plaintiffs 5 [Exh. A-B]; Plaintiffs 6; Defendant 7].

Plaintiffs are now represented by a different attorney, Constantine Bardis, Esq. of the Law Office of Constantine Bardis, whose main office, as listed on the summons and complaint, is located at 1800 Main Street in Lake Como, New Jersey [Defendant 1; Defendant 2 [Exh. A-J]; Defendant 3; Plaintiffs 4; Plaintiffs 5 [Exh. A-B]; Plaintiffs 6; Defendant 7].

United Frontier now moves to dismiss Plaintiffs’ complaint on the ground that Plaintiffs’ attorney, Constantine Bardis, does not, and did not when he filed the summons and complaint, maintain a New York office for the “transaction of law business” as required by Judiciary Law § 470. Alternatively, in the event that the Court declines to grant its motion to dismiss, United Frontier seeks an order pursuant to CPLR 510(3) changing the venue of this action to Cattaraugus County [Defendant 1; Defendant 2 [Exh. A-J]; Defendant 3; Plaintiffs 4; Plaintiffs 5 [Exh. A-B]; Plaintiffs 6; Defendant 7].

First, United Frontier argues that, in order to practice law in New York, an attorney residing outside of the state is required to maintain a physical law office within the state (*see* Judiciary Law § 740) [Defendant 1; Defendant 2 [Exh. A-J]; Defendant 3; Plaintiffs 4; Plaintiffs 5 [Exh. A-B]; Plaintiffs 6; Defendant 7].

Judiciary Law § 740 provides:

“A person, regularly admitted to practice as an attorney and counsellor, in the courts of record of this state, whose office for the transaction of law business is within the state, may practice as such attorney or counsellor, although he resides in an adjoining state” [Defendant 1; Defendant 2 [Exh. A-J]; Defendant 3; Plaintiffs 4; Plaintiffs 5 [Exh. A-B]; Plaintiffs 6; Defendant 7].

United Frontier also cites a number of cases holding that, in order to practice law in New York, a nonresident attorney is required to maintain a physical law office within New York (*see Schoenefeld v State*, 25 NY3d 22, 26 [2015]; *Lichtenstein v Emerson*, 251 AD2d 64, 64-65 [1st Dept 1998]). United Frontier notes that Judiciary Law § 740 “could not be construed to require only an address for service” but, rather, “was properly understood to require a physical premises” (*Schoenefeld v Schneiderman*, 821 F3d 273, 278 [2d Cir]). Such a physical premises requires, according to the cases cited by United Frontier, a telephone number, employees, and an address for the delivery of legal documents and correspondence (*see Lichtenstein v Emerson*, at 64; *Citibank (South Dakota) N.A. v Howley*, 2011 NY Slip Op 50692[U] at \*3 [Civ. Ct., Richmond Cty. 2011] [requiring further investigation where nonresident attorney’s website and/or attorney registration did not disclose any New York address or phone number]) [Defendant 1; Defendant 2 [Exh. A-J]; Defendant 3; Plaintiffs 4; Plaintiffs 5 [Exh. A-B]; Plaintiffs 6; Defendant 7].

United Frontier argues that failure to maintain an office within New York “requires dismissal of an action commenced by such an attorney” (*Kinder Morgan Energy Partners, LP*

*v Ace Am. Ins. Co.*, 51 AD3d 580, 580 [1st Dept 2008]) [Defendant 1; Defendant 2 [Exh. A-J]; Defendant 3; Plaintiffs 4; Plaintiffs 5 [Exh. A-B]; Plaintiffs 6; Defendant 7].

In this case, United Frontier asserts that Plaintiffs' counsel's purported New York office does not comport with the purpose and requirements of Judiciary Law § 740. United Frontier alleges that the purported New York office space lacks a mailing address or telephone number. United Frontier also alleges that it fails to satisfy the "transaction of law business" standard of section 740 because only a single law clerk works out of the office. Additionally, United Frontier claims that neither the New York Unified Court System attorney registry nor Plaintiffs' counsel's website lists a New York address, phone number, or facsimile number. United Frontier observes that the summons and complaint for the subject action similarly lack a New York address or telephone number [Defendant 1; Defendant 2 [Exh. A-J]; Defendant 3; Plaintiffs 4; Plaintiffs 5 [Exh. A-B]; Plaintiffs 6; Defendant 7].

As it would be impossible to contact Plaintiffs' counsel without first going through his New Jersey office, United Frontier asserts that Plaintiffs' counsel is in violation of Judiciary Law § 740 [Defendant 1; Defendant 2 [Exh. A-J]; Defendant 3; Plaintiffs 4; Plaintiffs 5 [Exh. A-B]; Plaintiffs 6; Defendant 7].

In the alternative, United Frontier moves for a change of venue to Cattaraugus County (where the Insured Premises is located) on the ground that a transfer to a rural county would result in a speedier trial.<sup>1</sup> United Frontier also contends that there is no nexus between Plaintiffs' action and Kings County, and that the ends of justice would be promoted by a change in venue (*see Quick Constr. Corp. v Loribeth Theatres*, 186 AD2d 546, 547 [2d Dept 1992]). Though United Frontier claims that certain non-party witnesses would be required to travel exorbitant distances to testify at a trial held in Kings County, it does not supply the names or addresses of the witnesses whose convenience they claim will be affected or the substance of their testimony [Defendant 1; Defendant 2 [Exh. A-J]; Defendant 3; Plaintiffs 4; Plaintiffs 5 [Exh. A-B]; Plaintiffs 6; Defendant 7].

United Frontier claims that the mere fact that Plaintiffs reside in Kings County is insufficient to support holding the trial in Kings County (*see Jansen v Bernhan*, 149 AD2d 468, 469 [2d Dept 1989]) [Defendant 1; Defendant 2 [Exh. A-J]; Defendant 3; Plaintiffs 4; Plaintiffs 5 [Exh. A-B]; Plaintiffs 6; Defendant 7].

In opposition, Plaintiffs' counsel claims that he has maintained a physical office in New York at 20 West 23<sup>rd</sup> Street in New York, New York since September 2016. Contrary to the assertions of United Frontier, Bardis claims that he regularly conducts depositions and intake interviews for prospective clients at his New York office. In support, Mr. Bardis attaches the affidavit of his law clerk, Ms. Kinza Hecht. Mr. Bardis also provided the lease for his New

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<sup>1</sup> In support, United Frontier cites the New York Unified Court System's 2018 Judiciary Report, which provides that the total amount of non-foreclosure civil cases pending in Kings County is almost five times more than the combined courts of the eight counties comprising the Eighth Judicial District, where Cattaraugus County is located [Defendant 1; Defendant 2 [Exh. A-J]; Defendant 3; Plaintiffs 4; Plaintiffs 5 [Exh. A-B]; Plaintiffs 6; Defendant 7].

York office<sup>2</sup> [Defendant 1; Defendant 2 [Exh. A-J]; Defendant 3; Plaintiffs 4; Plaintiffs 5 [Exh. A-B]; Plaintiffs 6; Defendant 7].

In her affidavit, Hecht declares that she is a law clerk at the Law Office of Constantine Bardis, a position which she has held since May 2016. In connection with her position, she worked at Mr. Bardis' original New York office space located at 1001 Avenue of the Americas in New York, New York and later at his current office space at 20 West 23<sup>rd</sup> Street, which consists of two offices, one for Bardis and one for Hecht [Defendant 1; Defendant 2 [Exh. A-J]; Defendant 3; Plaintiffs 4; Plaintiffs 5 [Exh. A-B]; Plaintiffs 6; Defendant 7].

Ms. Hecht affirms that the Law Office of Constantine Bardis occasionally received mail at the 1001 Avenue of the Americas address and currently receives mail delivered by the U.S. Postal Service at the current New York office. She acknowledges, however, that the firm lists the New Jersey address as its main mailing address as the majority of the support staff responsible for handling the mail works exclusively out of the New Jersey office [Defendant 1; Defendant 2 [Exh. A-J]; Defendant 3; Plaintiffs 4; Plaintiffs 5 [Exh. A-B]; Plaintiffs 6; Defendant 7].

Regarding United Frontier's motion to change venue, Plaintiffs argue that the motion should be denied because United Frontier fails to satisfy the requirements for transfer of venue under CPLR 510(3) [Defendant 1; Defendant 2 [Exh. A-J]; Defendant 3; Plaintiffs 4; Plaintiffs 5 [Exh. A-B]; Plaintiffs 6; Defendant 7].

According to Plaintiffs, the general consensus of New York's appellate courts is that the movant's burden is made up of four criteria under CPLR 510(3):

"First, the affidavit in support of a motion under this section must contain . . . the names, addresses and occupations of the prospective witnesses. Second, a party seeking a change of venue for the convenience of witnesses is also required to disclose the facts to which the proposed witnesses will testify at the trial, so that the court may judge whether the proposed evidence of the witnesses is necessary and material. Third, the moving party must show that the witnesses for whose convenience a change of venue is sought are in fact willing to testify. Fourth, there must be a showing as to how the witnesses in question would in fact be inconvenienced in the event a change of venue were not granted" (*O'Brien v Vassar Bros. Hosp.*, 207 AD2d 169, 172 [2d Dept 1995] [internal citations omitted]) [Defendant 1; Defendant 2 [Exh. A-J]; Defendant 3; Plaintiffs 4; Plaintiffs 5 [Exh. A-B]; Plaintiffs 6; Defendant 7].

Plaintiffs contend that the United Frontier's motion papers specify no witnesses who would be inconvenienced by trial in Kings County, provide no addresses, and disclose no facts that

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<sup>2</sup> The lease indicates that the premises located at 20 West 23<sup>rd</sup> Street, 5<sup>th</sup> Floor, New York, New York is occupied by the Law Office of Constantine Bardis as subtenants. It specifies that the month to month tenancy began on October 1, 2016 with an end date to be determined. The monthly rent is \$3,000. The lease also specifies that the premises is to be used for commercial purposes only as a law office [Defendant 1; Defendant 2 [Exh. A-J]; Defendant 3; Plaintiffs 4; Plaintiffs 5 [Exh. A-B]; Plaintiffs 6; Defendant 7].

said witnesses would be anticipated to testify regarding during trial.<sup>3</sup> Plaintiffs contend that these deficiencies are dispositive and necessitate the denial of United Frontier's motion to change venue [Defendant 1; Defendant 2 [Exh. A-J]; Defendant 3; Plaintiffs 4; Plaintiffs 5 [Exh. A-B]; Plaintiffs 6; Defendant 7].

Plaintiffs also challenge United Frontier's assertion that transfer of the trial to a rural county would result in a speedier or fairer trial. They assert that United Frontier fails to establish the facts necessary to demonstrate that any such disparity in trial calendars exists (*see, e.g., Kucich v Leibowitz*, 68 AD2d 1002, 1002-1003 [3d Dept 1989] [where movant relied on sworn affidavit that administrator of the judicial conference had advised attorney of a 36 month trial delay]) or that there are in fact witnesses in Cattaraugus County who have been contacted and are willing to testify on United Frontier's behalf (*see Jansen v Bernhang*, 149 AD2d 468, 469 [2d Dept 1989]) [Defendant 1; Defendant 2 [Exh. A-J]; Defendant 3; Plaintiffs 4; Plaintiffs 5 [Exh. A-B]; Plaintiffs 6; Defendant 7].

United Frontier's reply affidavit reiterates the same arguments and challenges Plaintiffs' counsel's claim that he receives mail or transacts business in a manner akin to that of a resident New York attorney [Defendant 1; Defendant 2 [Exh. A-J]; Defendant 3; Plaintiffs 4; Plaintiffs 5 [Exh. A-B]; Plaintiffs 6; Defendant 7].

## DISCUSSION

Judiciary Law § 740 requires that nonresident attorneys maintain a physical office in New York in order to practice law in the state (*see Arrowhead Capital Finance Ltd. v Cheyne Specialty Finance Fund L.P.*, 2019 NY Slip Op 01124 at \*2 [2019], citing *Schoenefeld v State*, 25 NY3d at 25).

The purpose of the physical law office requirement contained in the statute, according to the New York State Bar Association on Professional Ethics, "is to ensure that attorneys practicing in [New York] are amenable to contact by their clients, adversaries and other interested parties" within the state (NY Eth. Op. 746, 2002 WL 1303480 at \*2 [March 13, 2002]). The committee further explained that the requirements of section 740 are meant to "facilitate[ ] the ability of a client or prospective client to find the attorney and meet with the attorney at a known physical location" in New York (*Id.*).

The Court of Appeals recently addressed Judiciary Law § 740 and its requirements in *Arrowhead Capital Finance Ltd. v Cheyne Specialty Finance Fund L.P.* The Court, extrapolating from case law concerning whether the actions (such as the filing of a complaint) of a disbarred attorney constitute a nullity or render all prior proceedings in an action void per

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<sup>3</sup> Plaintiffs note that the cases upon which United Frontier relies, such as *Quick Constr. Corp. v Loribeth Theatres*, explicitly state the same criteria under CPLR 510(3) discussed above requiring that the movant must supply the names, addresses and occupations of the witnesses whose conveniences they claim will be affected (*see Quick Constr. Corp. v Loribeth Theatres*, 186 AD2d at 547) [Defendant 1; Defendant 2 [Exh. A-J]; Defendant 3; Plaintiffs 4; Plaintiffs 5 [Exh. A-B]; Plaintiffs 6; Defendant 7].

se, held that the commencement of an action or filing of a nonresident attorney in violation of the physical location requirement of Judiciary Law § 740 does not render actions taken by said attorney a nullity or require dismissal of the action (2019 NY Slip Op at \*3). Instead, the Court of Appeals opined, the party “may cure the section 470 violation with the appearance of compliant counsel or an application for admission pro hac vice by appropriate counsel” (*id.* at \*2).

In so holding, the Court of Appeals had occasion to review a number of cases where the physical location requirement issue had been raised. In *Chupack v Gomez*, a California attorney, licensed to practice in New York, sufficiently complied with the physical office requirements of section 470 where said attorney utilized the address of a New York office made available to him by a client, where he had use of a desk, telephone, fax machine, and computer (*see Chupack v Gomez*, 2016 NY Slip Op 30051[U] at \*5 [Sup. Ct., NY Cty. 2016]). The nonresident attorney also stated that he was able to accept service of process and receive mail there (*see id.*; *see also Sovereign Bank v Calderone*, 84 AD3d 778, 779 [2d Dept 2011]; *Goldweber v. Goldberg*, 2017 WL 840333 at \*1 [Sup. Ct., NY Cty. 2017] [physical office requirements satisfied where plaintiff’s attorney (a nonresident attorney admitted to practice in New York) had an agreement to use a conference room in plaintiff’s offices]; *Austria v Shaw*, 143 Misc2d 970, 971 [Sup. Ct., NY Cty. 1989] [where nonresident attorney satisfied physical location requirement by paying a small monthly rent to a New York resident attorney in exchange for desk space from which the nonresident attorney had a telephone, secretarial staff, and a listing on the door]).

In the *Arrowhead Capital* case, the Court of Appeals held that the nonresident attorney satisfied the requirements of Judiciary Law § 740 where he had for many years shared office space with a resident attorney who served as his co-counsel in a number of prior actions in New York (*see Arrowhead Capital Finance, Ltd. v Cheyne Specialty Finance Fund L.P.*, 2016 NY Slip Op 31407[U] at \*2-3 [Sup. Ct., NY Cty. 2016]). From the New York office, he accepted service of process, documents, and correspondence, and also had use of a computer and printer, which the attorney used to file legal documents and draft discovery requests (*see id.* at \*5). He also made use of the office space to meet with witnesses and perform research (*see id.*). A clerical employee also worked out of the New York office and provided assistance to the nonresident attorney (*see id.* at \*3).

In this case, it is clear that Mr. Bardis satisfied the requirements of Judiciary Law § 740. In accordance with the aforesaid cases, Mr. Bardis, an attorney and officer of the Court, affirms that he conducts business, including client intake and depositions, from a physical office space with a telephone number and mailing address located in Manhattan at 20 W 23<sup>rd</sup> Street, which he has leased since September 2016 (*see Arrowhead Capital Finance, Ltd. v Cheyne Specialty Finance Fund L.P.*, at \*2). United Frontier’s assertions that Mr. Bardis’ office is a “secret” or “phantom” workspace are not supported by the record [Defendant 1; Defendant 2 [Exh. A-J]; Defendant 3; Plaintiffs 4; Plaintiffs 5 [Exh. A-B]; Plaintiffs 6; Defendant 7].

Accordingly, United Frontier’s motion to dismiss the complaint on the ground that Plaintiffs’ attorney failed to maintain a New York office for the “transaction of law business”

as required by Judiciary Law § 740 is denied [Defendant 1; Defendant 2 [Exh. A-J]; Defendant 3; Plaintiffs 4; Plaintiffs 5 [Exh. A-B]; Plaintiffs 6; Defendant 7].

United Frontier's motion to change the venue of this action to Cattaraugus County should also be denied due to its failure to satisfy the clear and well-established requirements of CPLR 510(3) [Defendant 1; Defendant 2 [Exh. A-J]; Defendant 3; Plaintiffs 4; Plaintiffs 5 [Exh. A-B]; Plaintiffs 6; Defendant 7].

First, contrary to United Frontier's assertions, the fact that Plaintiffs reside in Kings County is a sufficient ground for determining the proper venue of an action (CPLR 503[a]; *see also*, *Demirovic v Performance Food Group, Inc.*, --- NYS3d ----, 2019 NY Slip Op 01560 at \*2 [2d Dept 2019]; *Deas v Ahmed*, 120 AD3d 750, 750-751 [2d Dept 2014]). CPLR 503(a) provides, in relevant part, that "the place of trial shall be in the county in which one of the parties resided when it was commenced" (*see* CPLR 503[a]; *Deas v Ahmed*, at 750) [Defendant 1; Defendant 2 [Exh. A-J]; Defendant 3; Plaintiffs 4; Plaintiffs 5 [Exh. A-B]; Plaintiffs 6; Defendant 7].

In order to prevail on a motion pursuant to CPLR 510 to change venue, a defendant must show that the plaintiff's choice of venue is improper, and also that the defendant's choice of venue is proper (*see* CPLR 510[1]; *see also* *Bikel v Bakertown Realty Group, Inc.*, 157 AD3d 924, 926 [2d Dept 2018]; *Chehab v Roitman*, 120 AD3d 736, 737 [2d Dept 2014]; *HVT, Inc. v Safeco Ins. Co. of America*, 77 AD3d 255, 258 [2d Dept 2010]). To succeed here, United Frontier was obligated to demonstrate that the action was commenced in an improper county and that the criteria of CPLR 510(3) were satisfied through the submission of affidavits from the pertinent witnesses expected to testify at trial (*Deas v Ahmed*, at 751, citing *Ramos v Cooper Tire and Rubber Co.*, 62 AD3d 773, 773 [2d Dept 2009]; *Lapidus v 1050 Tenants Corp.*, 94 AD3d 950, 950 [2d Dept 2012], citing *Lafferty v Eklecco, LLC*, 34 AD3d 754, 755 [2d Dept 2006]). United Frontier has done neither [Defendant 1; Defendant 2 [Exh. A-J]; Defendant 3; Plaintiffs 4; Plaintiffs 5 [Exh. A-B]; Plaintiffs 6; Defendant 7].

The affidavits submitted in support of United Frontier's motion name no witnesses, list no addresses or facts to which said witnesses will testify at trial or any of the remaining requirements of the CPLR necessary to demonstrate that the requested venue change would further the ends of justice or convenience of material witnesses [Defendant 1; Defendant 2 [Exh. A-J]; Defendant 3; Plaintiffs 4; Plaintiffs 5 [Exh. A-B]; Plaintiffs 6; Defendant 7].

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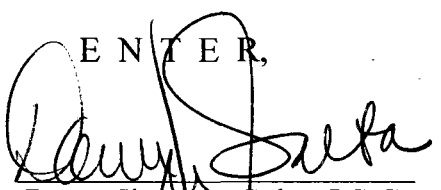

**CONCLUSION**

Based on the foregoing, United Frontier's motion is *denied* in its entirety. United Frontier failed to demonstrate that Plaintiffs' counsel was in violation of Judiciary Law § 740. United Frontier's motion to change venue must also be denied for failing to satisfy the requirements of CPLR 510(3) or demonstrate that the ends of justice would be promoted by the change in venue.

This constitutes the Decision and Order of the Court.

Dated: March 18, 2019  
Brooklyn, NY

*Bashkim Sina and Christine Sina v. United Frontier Mutual Insurance Co.*  
Index No. 509212/2018

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Dawn Jimenez Salta, J.S.C.  


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