

**Mark E Seitelman Law Offs., P.C. v Judd Shaw Injury
Law, P.A.**

2025 NY Slip Op 31445(U)

April 18, 2025

Supreme Court, New York County

Docket Number: Index No. 650059/2025

Judge: Lynn R. Kotler

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This opinion is uncorrected and not selected for official publication.

SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. LYNN R. KOTLER PART 08

Justice

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INDEX NO. 650059/2025

MARK E SEITELMAN LAW OFFICES, P.C.

MOTION DATE 01/06/2025

Petitioner,

MOTION SEQ. NO. 001

- v -

JUDD SHAW INJURY LAW, P.A.,

DECISION + ORDER ON MOTION

Respondent.

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The following e-filed documents, listed by NYSCEF document number (Motion 001) 2, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26

were read on this motion to/for FEES/COMMISSIONS/DISBURSEMENTS

Upon the foregoing documents, this petition is decided as follows. In this special proceeding, petitioner MARK E SEITELMAN LAW OFFICES, P.C. ("Seitelman") moves via Order to Show Cause to recover attorney's fees from respondent JUDD SHAW INJURY LAW, P.A. ("JSIL") for legal services performed in relation to a third-party claim by GOHAR KOCHARYAN ("Kocharyan"). Seitelman is seeking a hearing to determine the apportionment of attorney's fees between them and JSIL and an order directing JSIL to reimburse them for the costs of the motion and related fees. JSIL opposes and argues that this Court has no jurisdiction over the matter and that the petition and Order to Show Cause should be dismissed. For the reasons that follow, the petition and Order to Show Cause are denied.

Facts

The relevant facts are as follows. On September 23, 2022, Seitelman was retained by Kocharyan in relation to a bodily injury claim after a motor vehicle accident in New Jersey. On September 29, 2022, Seitelman filed a retainer statement with the Office of Court Administration. Seitelman claims that while they were on retainer, they monitored Kocharyan's

medical treatment, obtained her medical reports and records, prepared and presented a 434-page document for Travelers Insurance (“Travelers”) regarding Kocharyan’s treatment from September 2, 2022, to April 13, 2023, and began settlement discussions with Travelers.

On June 23, 2023, Seitelman received a settlement offer of \$12,200 from Travelers, which was communicated to Kocharyan. During that conversation, Kocharyan told Seitelman to refrain from further negotiations until she told them how to proceed. On June 30, 2023, Seitelman received a letter from JSIL informing them that respondent now represented Kocharyan.

On November 14, 2023, Seitelman claims they received a call from Travelers with an increased settlement offer and that Travelers had not been informed that Kocharyan had retained new representation. That same day, Seitelman contacted Kocharyan to inform her of the new offer.

Seitelman claims that over the next few weeks, they made several calls to Kocharyan, who was still discussing with JSIL as to whether to proceed with the settlement. On December 18, 2023, Travelers informed Seitelman that they had been provided the retainer agreement between Kocharyan and JSIL.

On June 5, 2024, Travelers informed Seitelman that a \$27,500 settlement agreement had been reached with Kocharyan regarding the personal injury matter. On June 21, 2024, Seitelman claims they called JSIL and suggested a 50-50 split of the attorney’s fees, and JSIL advised that they would consider the offer. Seitelman further claims that they left a message with JSIL on June 26, 2024, and emailed on June 28, 2024, but received no response.

On July 15, 2024, JSIL called Seitelman and offered to pay them 10% of the legal fees. Seitelman again asked for a 50-50 split, which was rejected.

Seitelman claims that they informed Travelers of the dispute, and that Travelers issued a three-party settlement check, which included Seitelman as a payable party, as Seitelman was unable to resolve their attorney lien. On September 10, 2024, Seitelman was informed by Travelers that the check had been cashed by JSIL.

On September 13, 2024, Seitelman received a letter from JSIL with a check for \$910.25, which represented 10% of the attorney's fees. Seitelman replied via letter on September 17, 2024, rejecting the check and again requesting a 50-50 split of the fees. Seitelman did not receive a response to their rejection letter as of the time of the filing of the instant petition.

Discussion

Seitelman now seeks a hearing before the Court to determine the apportionment of attorney's fees between Seitelman and JSIL. JSIL opposes and argues that as a New Jersey law firm with no presence in New York, no personal or subject matter jurisdiction exists over the present matter, and that the petition and Order to Show Cause must be denied.

CPLR 301 states that a "court may exercise such jurisdiction over persons, property, or status as might have been exercised heretofore." Generally, in an action "against a person to determine their personal rights and obligations... a state court base[s] its jurisdiction upon its authority over the defendant's person" (*Hetelekides v County of Ontario*, 39 NY3d 222, 232 [2023] [internal quotation marks omitted] quoting *Mennonite Bd. of Missions v Adams*, 462 US 791, 796 n 3 [1983]).

Seitelman argues that JSIL has a permanent presence in New York and is subject to the Court's jurisdiction. Seitelman further argues that Ms. Fuchs, of JSIL, is a New York licensed attorney, that JSIL litigated a two-week trial in Brooklyn Federal Court, that JSIL settled a trip

and fall dispute that occurred in Staten Island, NY, and that JSIL maintains offices at 3265 Westchester Avenue, Bronx, NY, and at 74 Lincoln Avenue, Richmond, NY.

While JSIL concedes that they previously had contacts in New York, they argue that all of the evidence provided by Seitelman is outdated and that JSIL has not done business or had contacts in New York in many years.

While Ms. Fuchs was admitted to the New York Bar Association in 2003, nearly 23 years ago, she currently only practices in New Jersey. Ms. Fuchs claims that she is considered a retired New York attorney, has not completed her required New York CLE, has not kept her registration up to date, and is deemed to have her New York license suspended. JSIL claims that they do not have any attorneys currently licensed to practice law in New York, have no employees in New York, have no active matters in New York, and have not litigated any matters in New York for many years.

In regard to the Brooklyn litigation (index No. 150379/2013) and Staten Island settlement (12-cv-3086 [RRM] [VMS]), both matters were disposed of in 2015. Additionally, both cases were handled by David Kreizer, who left JSIL in 2017.

JSIL concedes that they maintained the 3265 Westchester Avenue address from when they handled cases in New York, but that the office has been empty for many years and was formally surrendered on January 30, 2024. JSIL has provided the court with the surrender agreement which was signed and accepted by the lessor. Seitelman argues that the google maps image of the property still advertises “Accident Attorneys” and displays the name “Judd B. Shaw, Esq.”. By Seitelman’s own admission, the google map image they reference is from June 2004. JSIL has provided a current image of the property which now shows an advertisement for “Brian J. Levy, Esq.”. Judd Shaw has not substantiated the claim that JSIL maintains an office in

Richmond, NY, and JSIL claims that they do not currently own or lease any property in New York.


Seitelman has failed to prove that JSIL conducts business or otherwise has a presence in the state of New York. Based on the foregoing, the petition and Order to Show Cause must be denied for lack of jurisdiction over the matter.

Conclusion

Based on the foregoing, it is hereby

ADJUDGED that the petition is denied and this proceeding is dismissed.

Any requested relief not expressly addressed herein has nonetheless been considered and is hereby denied and this constitutes the decision and order of the court.

4/18/2025		
DATE		LYNN R. KOTLER, J.S.C.
CHECK ONE:	<input checked="" type="checkbox"/> CASE DISPOSED	<input type="checkbox"/> NON-FINAL DISPOSITION
	<input type="checkbox"/> GRANTED	<input checked="" type="checkbox"/> DENIED
APPLICATION:	<input type="checkbox"/> SETTLE ORDER	<input type="checkbox"/> GRANTED IN PART
CHECK IF APPROPRIATE:	<input type="checkbox"/> INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/> SUBMIT ORDER
		<input type="checkbox"/> FIDUCIARY APPOINTMENT
		<input type="checkbox"/> OTHER
		<input type="checkbox"/> REFERENCE