

Southey v City Univ. of N.Y.

2025 NY Slip Op 33118(U)

August 8, 2025

Supreme Court, New York County

Docket Number: Index No. 160213/2024

Judge: Verna L. Saunders

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SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. VERNA L. SAUNDERS, JSC PART 36

Justice

-----X INDEX NO. 160213/2024

SARAH SOUTHEY, Petitioner, MOTION SEQ. NO. 001; 002

- v -

CITY UNIVERSITY OF NEW YORK, Respondent.

DECISION + ORDER ON MOTION

-----X

The following e-filed documents, listed by NYSCEF document number (Motion 001) 2, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32

were read on this motion to/for ARTICLE 78

The following e-filed documents, listed by NYSCEF document number (Motion 001) 2, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32

were read on this motion to/for RELEASE RECORDS

The following e-filed documents, listed by NYSCEF document number (Motion 002) 33, 34, 35, 36, 37

were read on this motion to/for EXTEND TIME

In this Article 78 proceeding, petitioner seeks, pursuant to the Freedom of Information Law ("FOIL), a court order directing respondent to produce records previously requested via a March 2024 FOIL request. Petitioner is a City of New York ("CUNY") law student engaged in on-campus social justice advocacy. The FOIL request concerns the production of records pertaining to respondent's investment policies and practices. Petitioner alleges that these records are necessary to support student efforts to advocate for CUNY's divestment from certain companies allegedly involved in Israel's military campaign (NYSCEF Doc. No. 1, petition).

In Mot. Seq. 001, petitioner seeks an order compelling respondent to produce responsive documents pursuant to a FOIL request. With respect to Mot. Seq. 002, petitioner seeks an order granting an extension of time to effectuate service upon the New York State Office of the Attorney General.

The motions are consolidated for disposition.

Concerning Mot. Seq. 001, petitioner filed a FOIL request on respondent on March 13, 2024, seeking the following documents:

- "1. If there have been any amendments to the CUNY "Investment Policy Statement" since March 19, 2018, a copy of the most recent version of the statement.

2. A copy of any comparable CUNY investment policy statement related to CUNY's Short-Term Investment Pool.

3. All records and reports regarding CUNY Portfolio Holdings, organized by Manager, listing stock holdings with amounts for all CUNY investment funds, bonds, and private equity holdings, including but not limited to CUNY's Long-Term Investment Pool (LTIP) and Short-Term Investment Pool (STIP) (including any CUNY campus(es) specifically and any College Foundations) since January 1, 2020.

4. All contracts between CUNY (including any CUNY campus(es) specifically and any College Foundations) and all of the companies listed below including a copy of the contract, dates of contracts, and amounts of contracts:

- i. Boeing
- ii. General Electric
- iii. Lockheed Martin
- iv. Northrup Grumman
- v. RTX and/or Raytheon
- vi. Hewlett-Packard Enterprise
- vii. Motorola Solutions
- viii. Caterpillar
- ix. Cemex
- x. Dell
- xi. IBM
- xii. Elbit Systems
- xiii. Intel
- xiv. HD Hyundai
- xv. Volvo
- xvi. CAT
- xvii. JCB
- xviii. Barclays Bank
- xix. CAF
- xx. Chevron
- xxi. Noble Energy
- xxii. HikVision
- xxiii. TKH Security
- xxiv. RE/MAX
- xxv. Ahava
- xxvi. SodaStream
- xxvii. AXA
- xxviii. Carrefour
- xxix. PUMA
- xxx. Siemens".

According to petitioner, respondent largely denied production of responsive documents in response to the FOIL request on May 24, 2024. With respect to Item #3, seeking investment holdings reports, petitioner asserts that respondent invoked Public Officers Law ("POL") § 87(2)(d), also known as the "trade secrets exemption to withhold the production of the records sought." Specifically, petitioner sets forth that respondent denied the request claiming that the records "were

submitted by a commercial enterprise and, if disclosed, will cause substantial injury to the competitive position of the subject enterprise.” Petitioner emphasizes that respondent denied disclosure, claiming that because “FOIL disclosure is the sole means by which competitors can obtain the requested information. . . the concern for substantial injury to the competitive position of the subject enterprise is significantly greater.” Concerning Item #4 seeking CUNY’s active contracts with various companies, CUNY claimed that no responsive records were found after a comprehensive search was conducted.

Petitioner appealed the FOIL request denial, challenging the invocation of the trade secrets exemption to CUNY’s holdings reports and the adequacy of the search for existing contracts with various entities. Petitioner asserts that since CUNY had previously released its investment reports in response to a FOIL request several years prior, the FOIL’s trade secrets exemption is inapplicable. According to petitioner, CUNY’s prior disclosure of its investment reports undermines the claim that release of its existing reports would lead to a substantial competitive injury to CUNY’s investment manager. Petitioner posits that withholding release of the records is impermissible because the records do not constitute a “bona fide trade secret,” and respondent has not demonstrated that disclosing the records would result in a “substantial competitive injury.” Petitioner further maintains that inasmuch as respondent has failed to identify the competitive injury to its investment manager from the actual disclosure of the prior investment holdings report, production of the records sought here would not pose any competitive injury to CUNY’s investment managers. Moreover, petitioner argues that the information that CUNY characterized as secret is routinely made public by other public and private entities. In addition, petitioner contends that in the alternative, CUNY must redact sensitive material and produce the portions of the records that would not cause a substantial competitive injury to the investment manager. Petitioner avers that invocation of the trade secrets exemption in this case undermines FOIL’s goal of promoting open government and government accountability.

Next, concerning Item #4 seeking existing contracts between CUNY and a list of several specific corporations, petitioner asserts that, at minimum, CUNY possesses responsive material reflecting a contract with the Dell corporation. Petitioner articulates that the New York State comptroller has designated contracts with Dell as “agency” contracts as opposed to “centralized,” and they are therefore within CUNY’s control. Centralized contracts are those entered into by the Office of General Services for use by State agencies and other authorized users, claim petitioner. Petitioner contends that since the CUNY University Accounting Office is listed as the “contracting department,” a detailed search would have yielded relevant information that could be disclosed. Therefore, petitioner urges the court to direct respondent to disclose the records requested in Item #3 and Item #4 in the FOIL request dated March 13, 2024.

Petitioner further seeks attorney’s fees and litigation costs pursuant to Public Officers Law § 89, contending that respondent lacked a reasonable basis to deny production of the records sought (NYSCEF Doc. No. 12, *memo of law*). In support of the application, petitioner submits a copy of the FOIL application, the FOIL Appeal and Denial, and CUNY Investment Report dated September 2014 (NYSCEF Doc. Nos. 5-11).

Respondent opposes and cross-moves to dismiss the petition for lack of jurisdiction, pursuant to CPLR 7804(c), contending that petitioner failed to serve the Office of the Attorney General (hereinafter, “OAG”). Respondent submits an affirmation from Roxanne E. Wild, the Managing Attorney for the OAG, who affirms that petitioner did not serve it with the papers in support of the

instant proceeding (NYSCEF Doc. No. 20). Respondent argues that CPLR 7804(c) must be strictly complied with in special proceedings.

According to respondent, since disclosure of the records reflecting CUNY's investment strategy for the management of CUNY's discretionary accounts would be competitively harmful to CUNY, withholding the production of responsive financial records pursuant to POL § 87(2)(d), was proper. Specifically, respondent argues that disclosure of the records would negatively impact CUNY's ability to effectively manage, invest, and receive returns on CUNY's investments, which in turn could affect CUNY's ability to fund various student-based initiatives vital to its mission. Respondent furnishes the affirmation of Thomas Zhou ("Zhou"), the CUNY University Executive Treasurer, who states that investment managers, not CUNY, design and implement investment strategies for the assets under their management (NYSCEF Doc. No. 21). Furthermore, respondent posits that revealing the records of investment managers would be detrimental to CUNY's capacity to engage with and source new investment managers, which in turn, would have a negative impact on CUNY's ability to implement an optimal investment strategy and maximize returns for the portfolio.

Next, respondent asserts that a prior erroneous disclosure of its investment reports does not undermine its current claim of withholding disclosure, as the records sought involve investment strategies that are managed by a different financial manager. Concerning the claim that investment-related records are produced by other institutions, respondent maintains that such disclosures have no bearing on the harm CUNY would experience by releasing records revealing CUNY's current investments. Also, respondent disputes petitioner's argument that withholding the records at issue undermines FOIL's goal of promoting open government and open accountability, contending that the enumerated FOIL disclosure exemptions protect categories of documents from disclosure. Specifically, the trade secrets exemption to FOIL was enacted to protect the type of harm that CUNY would face.

Turning to FOIL request Item #4, respondent avers that CUNY properly certified that it conducted a comprehensive search for responsive records and no such records were found, and as such, petitioner's request is moot. Respondent also argues that, contrary to petitioner's assertions, it is not a party to contracts for software products from Dell. Rather, argues respondent, State agencies, such as CUNY, are not parties to umbrella contracts that the New York State Office of General Services ("OGS") enters with distributors. Respondent relies on the affirmation of Rosy Abreu, CUNY's Purchasing Manager, to argue that CUNY uses the umbrella contracts as a procurement vehicle to make certain purchases (NYSCEF Doc. No. 22). To make a purchase, claims respondent, "CUNY conducts a request for quote to vendors under the specific OGS umbrella contract(s) and issues a purchase order to the lowest responsive vendor pursuant to the receipt of any approvals from the New York State Office of the Attorney General and the New York State Office of the Comptroller." Thus, respondent maintains that the request for Item #4 should be denied.

Furthermore, respondent contends that petitioner is not entitled to attorneys' fees or costs because petitioner has not substantially prevailed on her claims. Respondent insists that they responded to petitioner's FOIL request within a reasonable time and stated reasonable grounds to deny the disclosure of portions of respondent's request (NYSCEF Doc. No. 19, *memo in opposition and cross-motion to dismiss*).

In reply, petitioner argues that its inadvertent failure to effectuate service on the Office of the Attorney General ("OAG") within the statutory time is a mere technical irregularity that should be

disregarded, especially since respondent was not prejudiced by the mistake. According to petitioner, the OAG was duly served before the case was noticed to be heard once it learned of the error. Hence, the delayed service cannot be considered a jurisdictional defect requiring dismissal of the case, claims petitioner.

Further, petitioner maintains that Zhou's affirmation is conclusory insofar as it does not detail the type of information contained in the investment reports or explain how a one-time snapshot of this information would reveal anything harmful about its investment strategy or in any way prevent it from managing its investments in the future. Petitioner also contends that Zhou's affirmation does not provide any information regarding whether the records could be released with redactions that would address any legitimate concerns about a substantial economic injury. In addition, petitioner maintains that if the purported risk of causing a chilling effect was real, other universities, State agencies, and financial institutions would not release similar information, or that the federal government would compel its release. Such a position is supported by the lack of actual harm that resulted from CUNY's prior release, asserts petitioner, thus undermining CUNY's claim that release of the records sought would result in a substantial competitive injury.

With respect to Item #4, seeking CUNY's active contracts with various companies, petitioner relies on New York State comptroller reports which specifically list CUNY as a "contracting" party to contradict the assertion that CUNY does not have contracts with Dell and other companies. Petitioner maintains that CUNY has relied on a strained definition of "contracts between CUNY and [various entities]" to avoid producing responsive material. Petitioner posits that, at the very least, respondent should produce the purchase orders entered into since they fall under the type of contracts sought. Lastly, petitioner asserts that since it must only "obtain some significant portion of the records it sought in order to have substantially prevailed," it is therefore entitled to an award of attorneys' fees if the court orders respondent to produce any responsive records.

In Mot. Seq. 002, petitioner moves for an extension of time to serve the OAG pursuant to CPLR 306-b and CPLR 2004. According to petitioner, the grant of the extension of time to serve is in the interest of justice since the statute of limitation has elapsed on the petitioner's challenge and dismissal would bar a future challenge. Also, petitioner argues that, in addition to CUNY suffering no prejudice from the inadvertent failure to serve the OAG, both CUNY and the OAG had actual notice of these proceedings and in fact, presented defenses to the merits of this case. Lastly, petitioner argues that it has demonstrated good faith effort in promptly remedying the defect in effectuating service of process and has made a *prima facie* showing of merit (NYSCEF Doc. No. 35, *memo of law*).

In opposition, respondent argues that the Court lacks jurisdiction over CUNY because petitioner failed to serve a copy of the Petition and Notice of Petition on the OAG as required by CPLR 7804(c). Respondent notes that the OAG's awareness of the instant proceeding does not change the jurisdictional defect prompted by petitioner's failure to timely serve process on the OAG. According to respondent, petitioner fails to demonstrate good cause, as required by CPLR 306-b, to extend the deadline to effectuate service. Since petitioner served the papers after the defect issue was raised in the cross-motion to dismiss, respondent posits that petitioner's explanation that the deficient service was an inadvertent error by counsel is insufficient because law office failure does not constitute good cause. Respondent asserts that it was prejudiced by having to expend "unnecessary resources" in cross-moving to dismiss, and petitioner commenced the action ten days before the statute of limitations expired. Respondent also contends that failure to move for an extension until

after the cross-motion to dismiss was filed, as petitioner did here, demonstrates a lack of diligence and contributes to a finding of a lack of good cause. Furthermore, respondent articulates that granting petitioner's extension of time request is not in the interest of justice as it undermines the four-month statute of limitations in Article 78 proceedings, and the requirement in CPLR 306-b that service be completed within fifteen days of the expiration of the statute of limitations.

Next, respondent maintains that petitioner also failed to demonstrate a meritorious cause of action insofar as "CUNY properly withheld records responsive to [p]etitioner's request based on POL § 87(2)(d), and properly certified that it did not have any contracts between CUNY and the list of entities enumerated in Petitioner's FOIL request." Respondent sets forth that to the extent petitioner did not provide detailed explanations of the office failure, the conclusory and vague statements proffered do not rise to the level of a reasonable excuse, and thus, petitioner's application should be dismissed.

In reply, petitioner reiterates arguments made above and maintains that since public policy favors resolving the issues on the merits, the court should grant the request for an extension of time to effectuate service of the OAG (NYSCEF Doc. No. 37, *reply*).

CPLR 306-b authorizes an extension of time for service in two discrete situations: "upon good cause shown" or "in the interest of justice" (*Leader v Maroney, Ponzini & Spencer*, 97 NY2d 95, 104-106 [2001]). "Under [the interest of justice] prong of CPLR 306-b, the Court of Appeals has instructed that a court may consider [plaintiff's] diligence, or lack thereof, along with any other relevant factor . . ., including expiration of the Statute of Limitations, the meritorious nature of the cause of action, the length of delay in service, the promptness of a plaintiff's request for the extension of time, and prejudice to defendant" (*Henneberry v Borstein*, 91 AD3d 493, 496 [1st Dept 2012]).

As a preliminary matter, the court addresses Mot. Seq. 002, in which petitioner seeks an extension of time to effectuate service upon respondent. Although respondent highlights petitioner's alleged lack of diligence in effectuating service, diligence is one of the many factors that a court may consider under a CPLR 306-b interest of justice analysis. Petitioner has argued, convincingly, that she has potentially meritorious claims and promptly requested an extension (see *Gjurashaj v ABM Indus. Groups, LLC*, 213 AD3d 479, 480 [1st Dept 2023]). In fact, respondent does not dispute that both CUNY and the New York State Attorney General were aware of the instant proceedings as they were in communication with petitioner and thus, any assertion of prejudice is unavailing (see *Galindo v. Doherty*, 234 AD3d 571, 571 [1st Dept 2025]). The application seeking an extension of time to effectuate service upon the New York State Attorney General's Office is granted and the Petition and Notice of Petition is deemed served *nunc pro tunc*.

"While typically an agency action is reviewed under an 'arbitrary and capricious' standard, . . . [w]hen reviewing the denial of a FOIL request, a court must apply a far different rule." (*Matter of NY Comm. for Occupational Safety & Health v Bloomberg*, 72 AD3d 153, 158 [1st Dept 2010]; see *Matter of Berger v NY City Dept. of Health & Mental Hygiene*, 137 AD3d 904, 906 [2d Dept 2016].) "[T]he standard of review is whether the denial of the FOIL request was 'affected by an error of law', for which judicial review is 'limited to the grounds invoked by the agency' in its determination. (*Matter of Barry v O'Neill*, 185 AD3d 503, 505 [1st Dept 2020] [internal quotation marks and citations omitted].) "To promote open government and public accountability, the FOIL imposes a broad duty on government to make its records available to the public." (*Gould v NY City Police*

Dept., 89 NY2d 267, 274 [1996], citing Public Officers Law § 84 [legislative declaration].) “All government records are thus presumptively open for public inspection and copying unless they fall within one of the enumerated exemptions of Public Officers Law § 87(2). To ensure maximum access to government documents, the ‘exemptions are to be narrowly construed, with the burden resting on the agency to demonstrate that the requested material indeed qualifies for exemption” (*Gould v NY City Police Dept.*, 89 NY2d at 274-275 [internal quotation marks and citations omitted]; see Public Officers Law § 87[2]; *Hanig v State Dept. of Motor Vehs.*, 79 NY2d 106, 109 [1992]; *Matter of Fink v Lefkowitz*, 47 NY2d 567, 571 [1979].) The agency “is required to articulate particularized and specific justification and, if necessary, submit the requested materials to the court for in camera inspection, to exempt its records from disclosure.” (*Matter of Fink v Lefkowitz*, 47 NY2d at 571; see *Gould v NY City Police Dept.*, 89 NY2d at 275 “[i]f the court is unable to determine whether withheld documents fall entirely within the scope of the asserted exemption, it should conduct an in-camera inspection of representative documents and order disclosure of all nonexempt, appropriately redacted material”)).

“The exemption from disclosure established by New York Public Officers Law § 87(2)(d) has two prongs that apply independently of each other. The first prong allows an agency to deny access to records that constitute trade secrets. The second prong allows an agency to deny access to records that are submitted to it by a commercial enterprise or derived from information obtained from a commercial enterprise and which, if disclosed, would cause substantial injury to the competitive position of the subject enterprise.

“A trade secret is ‘any formula, pattern, device or compilation of information which is used in one’s business, and which gives him an opportunity to obtain an advantage over competitors who do not know or use it’” (*Ashland Mgt. v Janien*, 82 NY2d 395, 407 [1993], quoting Restatement of Torts § 757, comment b).

In determining whether information constitutes a trade secret, “several factors should be considered: (1) the extent to which the information is known outside of [the] business; (2) the extent to which it is known by employees and others involved in [the] business; (3) the extent of measures taken by [the business] to guard the secrecy of the information; (4) the value of the information to [the business] and [its] competitors; (5) the amount of effort or money expended by [the business] in developing the information; (6) the ease or difficulty with which the information could be properly acquired or duplicated by others” (*Schroeder v Pinterest Inc.*, 133 AD3d 12, 27 [1st Dept 2015]).

Second, even records that do not qualify for trade secret protection are exempt if “submitted to [the] agency by a commercial enterprise,” and disclosure “would cause substantial injury to the competitive position of the subject enterprise” (Public Officers Law § 87[2][d]). “[T]he party seeking [this] exemption must present specific, persuasive evidence that disclosure will cause it to suffer a competitive injury” (*Matter of Markowitz v Serio*, 11 NY3d 43, 51 [2008]).

Here, respondent has failed to persuade the court that the FOIL request Item #3 seeking CUNY Portfolio Holding reports are exempt from disclosure pursuant to Public Officers Law § 87[2][d]. Contrary to respondent’s contention that the report sought is a trade secret because discussions related to CUNY’s portfolio are held in close door sessions, and not subject to public examination, the mere fact that discussions are held outside the public view in of itself does not transform discoverable information into a trade secret (see *Crawford v New York City Dept. of Info. Tech. & Telecoms.*, 2017 NY Slip Op 30982[U], *30 [Sup Ct, NY County 2017]). Respondent

argues, in conclusory fashion, that the disclosure of the portfolio report, in whole and in part, will reveal CUNY's investment strategy and would harm CUNY's ability to effectively manage and maximize the returns on CUNY's investments. In addition to failing to address the investment portfolio report's value to competitors, Zhou's affirmation also does not address many of the factors considered when determining whether an information constitutes a trade secret. Petitioner does not seek CUNY's algorithm for selecting trades, trading strategies and methodology, and to the extent portions of the portfolio report contain such information, same should be redacted (see *Matter of Schenectady County Socy. for the Prevention of Cruelty to Animals, Inc. v Mills*, 18 NY3d 42, 46 [2011], citing *Matter of Data Tree, LLC v Romaine*, 9 NY3d 454, 466 [2007]).

Next, respondent fails to meet its burden of showing that the likelihood of substantial competitive injury exemption applies. CUNY relies on Zhou's affirmation to argue, unpersuasively, that disclosure will have a chilling effect on respondent's capacity to engage investment managers. While investment related disclosures by other institutions and a prior disclosure by respondent do not affect CUNY's right to claim exemptions at issue here, CUNY nonetheless fails to present specific evidence demonstrating that the disclosure will cause a substantial competitive injury. The claimed chilling effect on CUNY's ability to source new investment managers if the investment report is disclosed is speculative, at best (see *Markowitz*, 11 NY3d at 51).

Addressing now Item #4 of the FOIL request, seeking active contracts between CUNY and a list of thirty entities, respondent has demonstrated that it properly certified that it conducted a comprehensive search for responsive records and no such records were found. Petitioner's assertion that responsive contract documents must exist because New York State Comptroller reports list CUNY as a "contracting" party in the Procurement Stewardship Act Report, without more, is unavailing. Respondent, relying on Abreu's, the Purchasing Manager at CUNY, affirmation demonstrates that it is not a party to contracts for software products between CUNY and Dell as highlighted in the Procurement Stewardship Act Report. Respondent argues, persuasively, that the highlighted contracts are OGS umbrella contracts, which are contracts that OGS enters with distributors and that CUNY, using the OGS umbrella contracts, conducts a request for quotes to vendors under the specific OGS umbrella contract(s) and issues a purchase order to the lowest responsive vendor. Given same, CUNY shall disclose the purchase orders entered into with vendors made under the OGS umbrella contracts with petitioner.

POL § 89(4)(c)(ii)(iii) provides that within a FOIL proceeding, the court "shall assess, against such agency involved, reasonable attorney's fees and other litigation costs reasonably incurred by such person in any case under the provisions of this section in which such person has substantially prevailed and the court finds that the agency had no reasonable basis for denying access." The Court of Appeals further clarified this rule, stating:

"Pursuant to FOIL's fee-shifting provision, a court may award reasonable counsel fees and litigation costs to a petitioner that has substantially prevailed in the FOIL proceeding and the agency either lacked a reasonable basis for denying access to the requested records or failed to respond to a request or appeal within the statutory time"

(*Matter of Madeiros v New York State Educ. Dept.*, 30 NY3d 67, 78 [2017]).

Turning now to the branch of the petition seeking attorney's fees, the relief is granted. Petitioner substantially prevailed in this proceeding. It has been held that a party "substantially

prevails” where an agency is compelled to produce even a partial, redacted response (see *Matter of Madeiros*, 30 NY3d at 79). Petitioner has demonstrated that respondent lacked a “reasonable basis” for denying access to the records (see *Matter of New York Times Co. v City of New York Off. of the Mayor*, 194 AD3d 157, 166 [1st Dept 2021]). All other arguments have been considered and are without merit. Accordingly, it is hereby

ORDERED that the Mot. Seq. 001 is granted only to the extent that respondent shall disclose records in response to FOIL Item #3 with redactions where appropriate, and disclose responsive purchase orders in response to FOIL request Item #4, and it is otherwise denied; and it is further

ORDERED that the cross-motion to dismiss is denied; and it is further

ORDERED that Mot. Seq. 002 seeking an order pursuant to CPLR 306-b, to extend time to effectuate service upon the New York State Attorney General’s Office is granted and the papers are deemed served *nunc pro tunc*; and it is further

ORDERED that, that branch of petitioner’s motion seeking attorney fees shall be referred to a special referee to hear and determine; and it is further

ORDERED that, within twenty (20) days after this decision and order is uploaded to NYSCEF, counsel for petitioner shall serve a copy of this decision and order, with notice of entry, upon respondent, Special Referee Clerk as well as upon the Clerk of the Court, who shall enter judgment according; and it is further

ORDERED that service upon the Special Referee Clerk and the Clerk of the Court shall be made in accordance with the procedures set forth in the Protocol on Courthouse and County Clerk Procedures for Electronically Filed Cases (accessible at the “E-Filing” page on the court’s website at the address www.nycourts.gov/suptmanh).

This constitutes the decision and order of this court.

August 8, 2025

HON. VERNA L. SAUNDERS, JSC

CHECK ONE:	<input checked="" type="checkbox"/>	CASE DISPOSED	<input type="checkbox"/>	NON-FINAL DISPOSITION
	<input type="checkbox"/>	GRANTED	<input type="checkbox"/>	GRANTED IN PART
APPLICATION:	<input type="checkbox"/>	SETTLE ORDER	<input checked="" type="checkbox"/>	OTHER
CHECK IF APPROPRIATE:	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/>	FIDUCIARY APPOINTMENT
			<input type="checkbox"/>	REFERENCE