

Cole v Ishak

2025 NY Slip Op 33507(U)

September 17, 2025

Supreme Court, New York County

Docket Number: Index No. 159662/2022

Judge: Emily Morales-Minerva

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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. EMILY MORALES-MINERVA PART 42M

Justice

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LEILA COLE,

Plaintiff,

- v -

SHERIFF ISHAK, ZINK, ZINK MAGAZINE, ZINK GROUP,
ZINK VENTURES LLC, ZINK GLOBAL VENTURES
LLC, ZINK GLOBAL MEDIA, ZINK INTERNATIONAL LLC, IT
GLOBAL MEDIA, LLC, KASHI INTERNATIONAL
INC., JORMIC MEDIA GROUP INC. D/B/A ZINK, SJI
CONSULTING LLC., and ZINK DNA,

Defendants.

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**DECISION + ORDER ON
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 002) 44, 45, 46, 47, 48, 49, 50

were read on this motion to/for DISMISSAL

APPEARANCES:

Fay Parris, Esq., Saint Albans, NY (Fay Yvette Parris, Esq.) for plaintiff.

Sheriff Ishak, self-represented defendant.

HON. EMILY MORALES-MINERVA, J.S.C.

Plaintiff LEILA COLE (Cole) commenced this action for, among other things, breach of an unwritten employment contract, against defendants SHERIFF ISHAK, ZINK, ZINK MAGAZINE, ZINK GROUP, ZINK VENTURES LLC, ZINK GLOBAL VENTURES LLC, ZINK GLOBAL MEDIA, ZINK INTERNATIONAL LLC, IT GLOBAL MEDIA, LLC, KASHI INTERNATIONAL INC., JORMIC MEDIA GROUP INC. D/B/A ZINK, SJI CONSULTING LLC., and ZINK DNA. The Court (S. Adams, J.S.C.)

granted Cole's motion (seq. no. 001) for a default judgment against all defendants, except Sheriff Ishak, directing the Clerk of the Court to enter judgment in favor of Cole and against said defendants in the sum of \$1,496,000.00 with statutory interest from November 09, 2016 (see New York State Courts Electronic Filing System [NYSCEF] Doc. No. 51, Decision and Order, dated April 29, 2024).¹ Thereafter, the Clerk entered such judgment in the sum of \$2,581,905.24 in favor of Cole against the defaulting defendants, including Zink Corporation and Zink Magazine LLC (see NYSCEF Doc. No. 58, Judgment, dated November 29, 2024).

The only remaining defendant is Sheriff Ishak, who now moves, by notice of motion (seq. no. 002), for an order, dismissing the complaint against him on the ground that he is not the owner of the limited liability company and corporation that employed Cole. His motion sounds to be based on CPLR § 3211 (a) (7), governing dismissal for a plaintiff's failure to state a cause of action.²

¹ While the motion was pending before the court (S. Adams, J.S.C.), Cole voluntarily discontinued the instant action against defendant SJI CONSULTING LLC (see NYSCEF Doc. No. 43, Stipulation of Discontinuance, dated February 01, 2024).

² Defendant Ishak does not identify the specific subdivision of CPLR § 3211 relied upon in the instant motion. However, there is no need to cite the specific subdivision pursuant to which relief is sought when the motion papers apprise one of the actual grounds for the application (see 174 LLC v Goldstein, 45 Misc3d 129[A] [N.Y. App. Term 2014]). Further, the absence of technical precision in motion papers does not bar the Court from granting

Cole appears and submits written opposition to the motion, arguing that her complaint includes viable claims for relief against Ishak personally as an employer, pursuant to Labor Law § 190 (3) (see NYSCEF Doc. No. 48, Memorandum in Opposition). Further, Cole argues that she is entitled to pierce the corporate veil of defendant Zink Magazine to hold Ishak personally liable for defendants' breach of contract. Finally, Cole contends that Ishak fails to state any cognizable basis for dismissal under CPLR § 3211 (see NYSCEF DOC No. 48, Memorandum in Opposition; see also NYSCEF Doc. No. 49, Affidavit in Opposition to Defendant's Motion to Dismiss).

As explained below, the Court grants the motion (seq. no. 002) to dismiss, and dismisses the complaint against Ishak entirely.

BACKGROUND

The following facts are set forth in the complaint, which the court must accept as true for the limited purpose of this motion to dismiss (see Leon v Martinez, 84 NY2d 83 [1994]).

appropriate relief when the substantive basis is clear (Citibank, N.A. v Kerszko, 203 AD3d 42, 44 [2d Dept 2022]).

Defendant ZINK is a domestic business corporation incorporated in New York State and defendant ZINK MAGAZINE is a foreign limited liability company formed under the laws of this State (see NYSCEF Doc. No. 001, Verified Complaint, ¶ 5 and 6). Defendant SHERIFF ISHAK (Ishak) is the former Chief Executive Officer and publisher/editor-in-chief of defendant Zink Magazine LLC (see id., at ¶ 33).

On or around February 21, 2011, defendant Zink Magazine LLC advertised that it was hiring for the position of assistant to its CEO and publisher/editor-in-chief. Plaintiff LEILA COLE (Cole) contacted defendant Zink Magazine LLC in response to said advertisement (see id., at ¶ 32). Defendant Sheriff Ishak interviewed plaintiff for the position of assistant, and defendants Zink Corporation and Zink Magazine LLC hired Cole (see id., at ¶ 5, 6 and 33). Cole explicitly affirms in the verified complaint that defendant Zink Corporation and defendant Zink Magazine LLC (hereinafter magazine) were her employers (see id., at ¶ 5 and 6).

However, neither Zink Corporation nor Zink Magazine LLC entered a written contract of employment with Cole. Indeed, none of the defendants, including Sheriff Ishak, discussed Cole's "prospective salary" (see id., at ¶ 33). Cole broadly states: "Ishak [CEO/Publisher] advised that her [Cole's] salary

would be discussed after the probationary period" (id. [emphasis added]).

Following the probationary period, Cole remained the assistant to defendant Sheriff Ishak (see id.). However, Cole broadly provides: "Defendants never mentioned [her] salary or regularly paid any sums commensurate with the work that [Cole] performed as a full-time ZINK [Corporation] employee" (id., at ¶ 38 [emphasis added]). Instead, between 2011 and 2012, "[d]efendants [which Cole does not specifically identify] would randomly make payments to [Cole] with checks made "Payable to Cash" (id.).

Cole -- who started her employment with the magazine while a Senior at the Fashion Institute of Technology (see id., at ¶ 32), "valued the exposure and experience that the job would afford her and was willing to work long hours, with the expectation that she would be compensated" some amount that was not yet discussed (id., at ¶ 38). Over months and/or a year from 2011 to 2012, Cole consistently "believed that she would be valued and compensated for her intelligence, insights, and contributions to the magazine" (id.). However, as broadly stated in the verified complaint: "Defendants would [only] randomly make payments to Plaintiff [Cole] with checks made "Payable to Cash" (id.). The record contains no copy of such

checks and Cole does not provide any statement as to what entity, if any, or person, if any, endorsed such checks.

This circumstance continued, as Cole took on more responsibility at the magazine. Three years or so after being hired, she functioned as the magazine's "acting" art director (see id., at ¶ 39). Cole vaguely states that she received payments for her work but does not specify the amount or the payee. Instead, Cole states, in a conclusory manner, that her pay "was unpredictable, sporadic, and grossly disproportionate to her added value to the magazine company" (id.).

Cole does not attest that she ever expressed these feelings to any of the defendants, or that defendants ever discussed a compensation plan with her even four years after her employment with the magazine.

Then, in June 2014, Cole and defendant Sheriff Ishak orally agreed that "defendants" -- again broadly identified as such -- would pay her monthly rent in the amount of \$3,500.00 as part of a compensation package that is not and was not otherwise detailed (see id., at ¶ 40). Cole attests that this arrangement was memorialized in a letter that Ishak addressed to non-party landlord 25 Broad Street LLC (see id., at ¶ 41). That letter allegedly provides: "Zink Magazine/Sheriff Ishak assume [sic] responsibility for [Cole's] rent at 25 Broad Street, #14M, for

the duration of her working relationship with the company, or unless otherwise stated" (id.).

However, non-party George Woolverton, a "ZINK partner and investor," executed the lease agreement with non-party landlord, listing Cole as a tenant (see id., at ¶ 42). Non-party Geoge Woolverton also made monthly rent payments on the premises directly non-party landlord from the end of July 2014 until the beginning of June 2016 (id., ¶¶ 42-44). Those payments stopped, on or around June 01, 2016, when Cole "opted to change the name on the lease because she had concerns about her privacy on the premises" (id., at ¶ 45).

According to Cole: "During this time, Defendants through Sheriff Ishak orally agreed that if [Cole] continued to work for the magazine, they would pay [Cole] \$160,000 and continue to make rental payments on [Cole's] behalf" to non-party landlord (id.). Cole contends that "[d]efendants through Sheriff Ishak provided" non-party landlord with an employee reference letter, "evidencing [Cole's] employment with ZINK MAGAZINE and annual salary of \$160,000.00" (id.). Cole contends the letter described her as a "Partner [of Zink Magazine], and Zink Magazine's Editorial Director and Director of Business Development" (id.).

However, non-party George Woolverton stopped paying Cole's rent (see id., at ¶ 46). As Cole also did not pay her rent, on or about September 01, 2016, non-party landlord informed Cole

that she was three months in arrears (see id.). Cole states broadly that "defendants" continued to promise to pay the rent through non-party George Woolverton, a partner of the magazine (see id.). Therefore, she continued to not make any rental payments, eventually moving out of the premises a few years later.

Throughout such time, plaintiff broadly maintains that "defendants" continued to pay her inconsistently and inadequately. On or around November 2016, "defendants" represented orally that they would pay Cole at or around \$1,100,000.00 without stating any specific terms of such compensation, including time frame, duties, schedules, future work, past work, etc. (id., at ¶ 51).

After this point, in or about February 16, 2017 -- seven years since beginning her employment -- Cole "realized that defendants did not intend to pay her as promised" (id., at ¶ 56). Consequently, Cole resigned from Zink Corp. and Zink Magazine LLC (id.).

Around five years thereafter, Cole commenced the instant action by verified complaint against defendants SHERIFF ISHAK, ZINK, ZINK MAGAZINE, ZINK GROUP, ZINK VENTURES LLC, ZINK GLOBAL VENTURES LLC, ZINK GLOBAL MEDIA, ZINK INTERNATIONAL LLC, IT GLOBAL MEDIA, LLC, KASHI INTERNATIONAL INC., JORMIC MEDIA GROUP INC. D/B/A ZINK, SJI CONSULTING LLC., and ZINK DNA. Plaintiff

asserts four claims: (1) breach of contract; (2) fraud in the inducement; (3) violation of New York Labor Law § 193; and (4) violation of New York Labor Law § 195 (see id.). No answer was filed.

In 2024, Cole moved, by notice of motion (seq. no. 001), for a default judgment against all defendants. The Court (S. Adams, J.S.C.) granted said motion against all defendants, except for defendant Sheriff Ishak (see NYSCEF Doc. No. 51, Decision and Order, dated April 29, 2024). The same court directed the Clerk of the Court to enter judgment in favor of Cole and against said defendants -- including Zink Corporation and Zink Magazine LLC -- for \$1,496,000.00 with statutory interest from November 09, 2016 (see NYSCEF Doc. No. 51, Decision and Order, dated April 29, 2024). The Clerk then entered said judgment for plaintiff in the sum of \$2,581,905.24 (see NYSCEF Doc. No. 58, Judgment, dated November 29, 2024).

Defendant Sheriff Ishak, appearing self-represented, filed the instant pre-answer motion (seq. no. 002) to dismiss Cole's complaint for failure to state a cause of action against him as an individual.³ Therein, Ishak argues that "[he] is not the owner of [defendant] companies and was an employee just as Cole"

³This motion was transferred to the undersigned after being marked fully submitted to a previous jurist for over one year.

(NYSCEF Doc. No. 45, Affirmation in Support of Motion to Dismiss).

Cole opposes the motion to dismiss, arguing that her complaint includes viable claims for relief and that Ishak's motion fails to state any cognizable basis for dismissal under CPLR § 3211 (see NYSCEF DOC No. 48, Memorandum in Opposition; see also NYSCEF Doc. No. 49, Affidavit in Opposition to Defendant's Motion to Dismiss).

ANALYSIS

"A party may move for a judgment dismissing one or more causes of action asserted against [them] on the ground that: . . . the pleading fails to state a cause of action" (CPLR § 3211 [7]). "On [such] a motion to dismiss, the pleading is to be afforded a liberal construction" (Leon v Martinez, 84 NY2d 83, 87 [1994]). "[The court] accept[s] the facts as alleged in the complaint as true, accord[ing] plaintiffs the benefit of every possible favorable inference, and determin[ing] only whether the facts as alleged fit within any cognizable legal theory" (id. at 87-88). "Whether a plaintiff can ultimately establish its allegations is not part of the calculus in determining a motion to dismiss" (Moore Charitable Found. v PJT

Partners, Inc., 40 NY3d 150, 153 [2023], quoting EBC I, Inc. v Goldman, Sachs & Co., 5 NY3d 11, 19 [2005]).

However, if "the allegations consist of bare legal conclusions [and] factual claims either inherently incredible or flatly contradicted by documentary evidence, they are not entitled to such consideration" (Ullmann v Norma Kamali, Inc., 207 AD2d 691, 692 [1st Dept 1994]).

Here, Cole asserts four causes of action: (1) breach of an employment contract, (2) fraudulent inducement, (3) violation of Labor Law § 193, and (4) violation of Labor Law § 195. Cole asserts these claims broadly against all defendants, including her employers, defendants Zink, a corporation, and Zink Magazine, a limited liability company. Now, for the first time in response to the motion to dismiss -- Cole argues that Ishak is liable for the corporate wrongs under the doctrine of piercing the corporate veil.

It is well-settled that "an attempt to . . . pierce the corporate veil does not constitute a cause of action independent of that against the corporation [or limited liability company]; rather it is an assertion of facts and circumstances which persuade the court to impose the corporate obligation on its owners" (Cortland St. Recovery Corp. v Bonderman, 31 NY3d 30, 47 [2018] [emphasis added]).

Undoubtedly, a claim of piercing the corporate veil is factually laden, making it generally "unsuited" for a motion to dismiss (Cortland, 31 NY3d at 47). However, the complaint must not be conclusory and must assert facts and circumstances meeting the requisites of the doctrine.

"Generally, a plaintiff seeking to pierce the corporate veil must show that (1) the owners exercised complete domination of the corporation in respect to the transaction attacked; and (2) that such domination was used to commit a fraud or wrong against the plaintiff which resulted in plaintiff's injury"

(id. [citation and quotations omitted] [emphasis added]).

Nowhere in the subject complaint does Cole allege that Ishak is owner or majority owner of either the limited liability company or the corporation. The complaint alleges only that Ishak is the "Publisher/Editor-in-Chief" of defendant Zink and the "Founder-Creative Director and CEO [Chief Executive Officer]" of defendant Zink Magazine without defining these titles or their scope.

Further, this Court will not presume that being an editor-in-chief, founder, director or publisher generally means that the holder of such title owns or partially owns the corporate entity for which they work. This is especially true here where the complaint alleges facts involving a non-party

identified as a partner, which is a position that Ishak is also not alleged to hold.

The Court is sympathetic to Cole's allegations of wrongdoing for which she has a default money judgment against all defendants, except defendant Sheriff Ishak. However, since the entry of said default judgment, the complaint remains unamended to include facts and circumstances that, if viewed as true, may require the imposition of corporate obligations upon Ishak, as a non-owner.

Accordingly, it is hereby

ORDERED that the motion (seq. no. 002) of self-represented defendant SHERIFF ISHAK pursuant to CPLR § 3211 for dismissal of plaintiff LEILA COLE's complaint as asserted against him personally is granted in its entirety; and it is further

ORDERED that the Clerk of the Court shall mark the file accordingly.

THIS CONSTITUTES THE DECISION AND ORDER OF THE COURT.

9/17/2025

DATE


EMILY MORALES-MINERVA, J.S.C.

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