

**Hunter Roberts Constr. Group, LLC v
Vector Structural Preserv. Corp.**

2025 NY Slip Op 33525(U)

September 15, 2025

Supreme Court, New York County

Docket Number: Index No. 653847/2019

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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INDEX NO. 653847/2019

HUNTER ROBERTS CONSTRUCTION GROUP, LLC,

MOTION DATE 09/15/2025

Plaintiff,

MOTION SEQ. NO. 015

- v -

VECTOR STRUCTURAL PRESERVATION CORP., BILL
HANDAKAS, VASSILIOS HANDAKAS, KONSTANTINOS
HANDAKAS,

DECISION + ORDER ON
MOTION

Defendants.

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The following e-filed documents, listed by NYSCEF document number (Motion 015) 402, 403, 404, 405,
406, 407, 408, 409, 410, 411, 412, 413, 414

ATTORNEY -

were read on this motion to/for

DISQUALIFY/RELIEVE/SUBSTITUTE/WITHDRAW .

APPEARANCES:

Klehr Harrison Harvey Branzburg LLP, Philadelphia, PA
(Gaetano Paul Piccirilli, Esq., of counsel), for plaintiff.

Rabinowitz and Galina, Mineola, NY (Michael M. Rabinowitz,
Esq., of counsel), for defendants.

EMILY MORALES-MINERVA, J.S.C.

In this action where trial dates are scheduled and the
parties submitted motions in limine, non-party movant RABINOWITZ
AND GALINA (Michael M. Rabinowitz, Esq., of counsel), moves, by
order to show cause (mot. seq. no. 015), for an order permitting
the law firm to withdraw as attorney of record for defendants
VECTOR STRUCTURAL PRESERVATION CORP., and BILL HANDAKAS a/k/a
VASSILIOS HANDAKAS, and staying the six-year-old action for
defendants to secure new counsel. The matter was returnable in

Part 42M, at 12:00 P.M., today, September 15, 2025.

At the call of the calendar, all parties appeared. Plaintiff HUNTER ROBERTS CONSTRUCTION GROUP, LLC, submits a written response, opposing a stay of the proceeding given the age of the case. However, plaintiff does not oppose the withdrawal of defendants' counsel of record.

Defendant BILL HANDAKAS a/k/a VASSILIOS HANDAKAS appeared on the motion, accepting service of it in court both as a person and as the alleged president of defendant VECTOR STRUCTURAL PRESERVATION CORP.

After a discussion on record, the Court denies non-party counsel's application.

On the eve of trial, non-party counsel's sole reason for withdrawing from representing its clients is their failure to pay attorneys' fees (see New York State Court Electronic Filing System [NYSCEF] Doc. No. 403, Affirmation of Michael M. Rabinowitz, Esq., dated September 09, 2025). There is no allegation that such failure by itself interferes with the firm's ability to represent its clients (see McCord v New York, 2008 NY Misc LEXIS 6157, *9 [Ct of Claims 2008] ["Sufficient cause for withdrawal has [] been found to exist if the client fails or refuses to pay attorneys' fees or expenses necessary to carry on the litigation"] [emphasis added] [citations omitted]).

There is also no allegation that there has been a breakdown

in communication between non-party counsel and defendants (see generally Raff & Becker LLP v Kaiser Saurborn & Mair, P.C., 160 AD3d 479, 480 [1st Dept 2018] [An attorney may withdraw as counsel if the client's failure to communicate with counsel renders the representation unreasonably difficult, undermining counsel's ability to represent the client effectively]; see also Bankers Trust Co. v Hogan, 187 AD2d 305 [1st Dept 1992]).

Indeed, counsel stated on record only that communication with their clients may become strained given the subject motion.

CPLR § 321 (b) (2) provides:

"[a]n attorney of record may withdraw or be changed by order of the court in which the action is pending, upon motion on such notice to the client of the withdrawing attorney, to the attorneys of all other parties in the action or, if a party appears without an attorney, to the party, and to any other person, as the court may direct."

However, an attorney's right to withdraw as counsel is not absolute (see Matter of Jamieko A., 193 AD2d 409, 410 [1st Dept 1993]). An attorney may only withdraw as counsel upon a showing of good and sufficient cause, and reasonable notice (see CPLR § 321 [b] [2]; see also Bok v Werner, 9 AD3d 318 [1st Dept 2004]). The question of whether good cause exists lies within the sound discretion of the court (see Rivadeneria v New York City Health & Hosps. Corp., 306 AD2d 394, 395 [2d Dept 2003]).

Here, non-party movant has not presented such cause for

purposes of withdrawing as counsel at this late stage of the litigation based solely on nonpayment of fees. "Where the client does not refuse ultimate liability for litigation expenses, but does refuse to pay expenses in advance, such refusal, absent an agreement requiring advance payment, would not be in deliberate disregard of an obligation and would not be a basis for permissive withdrawal under [Code of Professional Responsibility] DR 2-110 (C)(1)(f)" (McCord, supra, 2008 NY Misc LEXIS 6157 at *9-10, quoting NY State Bar Ass'n, Ethics Op. 93-653 [emphasis in McCord]; see also Sharon Israel I Am. v Trump Org., 2020 NY Misc LEXIS 44746, *1 [Sup Ct NY Cnty 2020]). Non-party movant provides no retainer agreement or other agreement explaining the fee arrangement between it and defendant clients.

Accordingly, it is

ORDERED that non-movant's motion, by order to show cause (seq. no. 015), is denied; it is further

ORDERED that non-movant shall serve this decision and order with notice of entry on all parties within 15 days of such entry and shall file proof of the same with the Court; it is further

ORDERED that the parties shall appear in Part 42, 111 Centre Street, New York, NY, on October 08, 2025, at 11:00 A.M. for oral arguments on their motions in limine; and it is further

ORDERED that the Clerk of Court shall mark the file

accordingly.

THIS CONSTITUTES THE DECISION AND ORDER OF THE COURT.

9/15/2025
DATE


EMILY MORALES-MINERVA, J.S.C.

CHECK ONE:

CASE DISPOSED

NON-FINAL DISPOSITION

GRANTED

DENIED

GRANTED IN PART

OTHER

APPLICATION:

SETTLE ORDER

SUBMIT ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

FIDUCIARY APPOINTMENT

REFERENCE