

**Joseph v Rassi**

2025 NY Slip Op 33941(U)

October 10, 2025

Supreme Court, Kings County

Docket Number: Index No. 510914/2016

Judge: Reginald A. Boddie

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This opinion is uncorrected and not selected for official publication.

At an IAS Commercial Part 12, of the Supreme Court of the State of New York, held in and for the County of Kings, at the Courthouse, located at 360 Adams Street, Borough of Brooklyn, City and State of New York, on the 10<sup>th</sup> day of October 2025.

P R E S E N T:

Honorable Reginald A. Boddie, JSC

-----X,

Adam Joseph, individually and as Member of  
Legs Media, LLC and Milk Agency, LLC

Index No. 510914/2016

Plaintiff,

Cal No. 13 MS 21

Decision and Order

-against-

Mazdack Rassi, et al.,

Defendants.

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Papers      Numbered  
MS 21      Doc. Nos. 462-494

Upon the within motion, plaintiff seeks an Order as follows: 1) precluding defendants' counsel, Westerman Ball Eder Miller Zucker & Sharfstein, LLP ("Weststerman Ball") from a) representing any former employees of Legs Media, LLC and Milk Agency, LLC, in this matter in any capacity, and b) tampering with such witnesses by disclosing, disseminating, or sharing any documents, deposition transcripts or other case related information to and/or with said witnesses; 2) requiring the production of all engagement agreements, documents, and written communications between employees and Westerman Ball to date; and 3) reopening the deposition of Angela Wei ("Wei") to permit plaintiff to inquire about Westman Ball's preparation of her in advance of the previous deposition.

The facts underlying this case were previously summarized by the Second Department, and are as follows:

The plaintiff is a minority member holding 25% of Legs Media, LLC (hereinafter Legs Media), and Milk Agency, LLC (hereinafter Milk Agency). Three other members, the defendants Mazdack Rassi, Moishe Mana, and Erez Shternlicht (hereinafter collectively the Controlling Members), each hold 25% of those LLCs. Legs Media is a media production company, and Milk Agency is an advertising and social media company, both organized in Delaware. The plaintiff commenced this action, individually and as a member of Legs Media and Milk Agency, alleging that the Controlling Members used Legs Media and Milk Agency staff and resources to enhance the value of their separate companies, at the expense of the plaintiff, and the LLCs in which he had an interest. This included appropriation of a cosmetic brand, Milk Makeup, which was developed by Legs Media staff, and the use of Legs Media and Milk Agency resources and office space. The Controlling Members, aided by the defendant Scott Sassa, allegedly redirected significant resources to Milk Makeup, draining Legs Media's resources, and then created new companies which excluded the plaintiff from ownership of Milk Makeup. The Controlling Members also allegedly sought to create a new entity which would fold in Legs Media and Milk Agency, without offering the plaintiff an equivalent interest. The plaintiff rejected an offer made to him with respect to Legs Media, and his employment as managing member was terminated. The Controlling Members then started to wind down Legs Media's business. The complaint asserted causes of action, among others, to recover damages for breach of fiduciary duty, corporate waste, misappropriation of corporate opportunity, civil conspiracy, and for declaratory relief (*see Joseph v Rossi*, 197 AD3d 369 [2d Dept 2021]).

By this motion, plaintiff maintains that Westerman Ball, counsel for the defendants, should be precluded from representing any former employees of Legs Media LLC ("Legs Media") and

Milk Agency LLC (“Milk Agency”), including Greville, allegedly a founding employee of Legs Media), Wei, allegedly a former employee and Managing Director of Milk Agency, and Holmes, a former employee of Milk Agency, because it would create an impermissible conflict of interest, and further that the Controlling Members are seeking to continue their control over Legs Media and Milk Agency, and current and former employees by having their law firm represent these witnesses at their depositions.

The relevant statute, Rule 1.7 of the NY Rules of Professional Conduct (22 NYCRR 1200.0), provides as follows:

**Rule 1.7: Conflict of interest: current clients.**

(a) Except as provided in paragraph (b), a lawyer shall not represent a client if a reasonable lawyer would conclude that either:

- (1) the representation will involve the lawyer in representing differing interests; or
- (2) there is a significant risk that the lawyer's professional judgment on behalf of a client will be adversely affected by the lawyer's own financial, business, property or other personal interests.

(b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if:

- (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
- (2) the representation is not prohibited by law;
- (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and
- (4) each affected client gives informed consent, confirmed in writing.

After oral argument on the record, the court finds there is no actual conflict.

Nevertheless, there exists potential for a conflict and the court will impose guardrails as agreed to by defendants' counsel during oral argument to protect against such potential conflict.

Therefore, the motion is granted to the following extent: 1) Defendant shall enter into a retainer agreement with the non-party witnesses, whether or not they are being required to pay a fee, and provide a copy to plaintiff; 2) No other witness transcripts shall be shared with the non-party

witnesses; and 3) the non-party witnesses shall sign a conflicts waiver. Counsel shall also comply with any additional terms as stated in the transcript on the record. Any other relief requested has been considered and is denied.

ENTER:



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Honorable Reginald A. Boddie  
Justice, Supreme Court

HON. REGINALD A. BODDIE  
J.S.C.