

Tekin v Ambiance Wine, LLC

2025 NY Slip Op 34446(U)

November 20, 2025

Supreme Court, New York County

Docket Number: Index No. 158337/2018

Judge: Arlene P. Bluth

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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. ARLENE P. BLUTH **PART** **14**

Justice

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KAAN TEKIN,

Plaintiff,

- v -

AMBIANCE WINE, LLC (D/B/A VELLA WINE BAR AND KITCHEN), BILLY KARASIK in his Individual Capacity and as Manager of Ambiance Wine, LLC,

Defendants.

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INDEX NO. 158337/2018

MOTION DATE 11/17/2025

MOTION SEQ. NO. 002

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 002) 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76

were read on this motion to/for RESTORE TO TRIAL CALENDAR.

Plaintiff’s motion for *inter alia* restoration of this action, to amend the caption and to compel defendants is granted in part and denied in part.

Background

In this disposed case concerning alleged violations of the Labor Law, the parties entered into a settlement agreement so-ordered by this Court on May 7, 2024 (NYSCEF Doc. No. 53). The agreement provided that defendants would pay plaintiff \$10,000 “without costs, disbursements, or [the] award of legal fees” (*id.*). It also stated that “Simultaneously with the entry of this So-Ordered Stipulation by the Court, this Action shall be discontinued with prejudice against all Parties without further notice to any Party.”

Plaintiff then attempted to enter a judgment against defendants as provided for in the aforementioned settlement agreement (*id.*). However, the County Clerk rejected the judgment in May 2025 on the ground that the proposed judgment failed to include the addresses of the

parties. Instead of just resubmitting the judgment with the addresses plaintiff had for himself and for the defendants (they were served with process and appeared), plaintiff tried to get information from the defendants.

Plaintiff now complains that following the rejection of the proposed judgment, counsel for plaintiff reached out to defendants' attorney to get their addresses. When plaintiff did not receive any response, plaintiff served a second set of interrogatories that included queries about these addresses. Plaintiff has not received a response.

Discussion

As an initial matter, plaintiff's request for a declaration that defendants have breached the terms of the settlement agreement by not providing addresses is denied. The settlement agreement contains no requirement that defendants turn over this information. More to the point, plaintiff's attempt to serve interrogatories in a disposed case is without merit—interrogatories are a discovery device meant to be utilized during the course of an active litigation. This case was settled and is not active.

In any event, it is unclear to this Court why plaintiff does not utilize the last known addresses it has for defendants in connection with the filing of a proposed judgment (*see e.g.* [NYSCEF Doc. No. 3] [affidavit of service with a service address]). If defendants continue to ignore plaintiff's requests for this information (defendants failed to even oppose this motion), then it follows that plaintiff should use the best information he currently possesses in order to effectuate the judgment and enforce the settlement. The Court notes that there were no addresses on the rejected proposed judgment – not even plaintiff's address.

Plaintiff's request to amend the caption to reflect that defendant Billy Karasik's name is an "a/k/a" of Vladislav Karasik is granted; this name was given in response to interrogatories and

in the settlement agreement itself. However, the remaining requests for relief are denied as they are without merit.

The proposed judgment may be resubmitted to the judgment clerk upon proper papers.

Accordingly, it is hereby

ORDERED that plaintiff's motion to *inter alia* restore this action is denied except that the branch of the motion that seeks to amend the caption; and it is further

ORDERED that the motion by plaintiff to amend the caption is granted without opposition; and it is further

ORDERED that the caption shall be amended to reflect defendant Karasik's name; and it is further

ORDERED that the caption¹ of the action will be:

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: PART 14**

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KAAN TEKIN

Plaintiff,

-against-

**AMBIANCE WINE, LLC, and VLADISLAV KARASIK
A/K/A BILLY KARASIK, in his Individual Capacity and
as Manager of Ambiance Wine, LLC**

Defendants.

----- X

; and it is further

¹ The Court did not include the spelling for the individual defendant contained in the proposed amended caption found in both NYSCEF Doc. Nos. 74 and 75 ("Karaski") and instead used the spelling set forth in the response to interrogatories and signed settlement agreement.

ORDERED that within 21 days from entry of this order, counsel for the movant shall serve a copy of this decision and order with notice of entry upon the Clerk of the Trial Support Office (Room 158) and the County Clerk (Room 141B) **via e-filing**; and it is further

ORDERED that such service upon the County Clerk and the Clerk of the General Clerk’s Office 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)].

11/20/2025
DATE

ARLENE P. BLUTH, J.S.C.

CHECK ONE:

CASE DISPOSED
 GRANTED DENIED

NON-FINAL DISPOSITION
 GRANTED IN PART OTHER

APPLICATION:

SETTLE ORDER

SUBMIT ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

FIDUCIARY APPOINTMENT REFERENCE