

Laborin v Madera Tech. Partners, L.P.

2025 NY Slip Op 34687(U)

December 7, 2025

Supreme Court, New York County

Docket Number: Index No. 651893/2020

Judge: Debra A. James

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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. DEBRA A. JAMES

PART 59

Justice

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MARIO BOURS LABORIN,

Plaintiff,

- v -

MADERA TECHNOLOGY PARTNERS, L.P.,

Defendant.

-----X

INDEX NO. 651893/2020

MOTION DATE 07/02/2025

MOTION SEQ. NO. 002

**DECISION + ORDER ON
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 002) 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101

were read on this motion to/for AMEND CAPTION/PLEADINGS.

ORDER

Upon the foregoing documents, it is

ORDERED that the motion, pursuant to CPLR 3025(b), of plaintiff to amend the complaint is denied; and it is further

ORDERED that the Stipulation and Order for the Production and Exchange of Confidential Information signed by counsel on June 8, 2024, is hereby so-ordered; and it is further

ORDERED that counsel are directed to post on NYSCEF a proposed joint preliminary discovery conference order or competing proposed preliminary discovery conference order(s) at least two days before January 22, 2026, on which date counsel shall appear via Microsoft Teams (IAS Part 14), unless such appearance, by joint request sent to SFC-Part14-Clerk@nycourts.gov, be waived by the court.

DECISIONStatement of Facts

On May 29, 2020, Plaintiff filed a complaint against defendant Madera Technology Partners, L.P. On May 29, 2020, ("Madera") alleging that he was a partner of the firm and, as such, entitled to certain payments in connection with Madera's investment activities. NYSCEF Doc No 2, ¶¶ 1-3, 7-12.

On December 14, 2023, Madera filed its answer. Answer, NYSCEF Doc No 84. The parties proceeded with discovery, including document production and depositions.

During his deposition, Plaintiff testified that he resided in Mexico while performing services related to Madera's investment work. Pl Dep Tr at 82:20-83:12, NYSCEF Doc. No. 98. He stated that he did not enter into a written agreement formalizing his role or compensation. Id. Plaintiff also testified that he did not complete any employment-related forms, such as a W-4, I-9, or direct deposit authorization. He stated that he had not received a W-2 or 1099 form from Madera. Id. at 80:14-21.

In his testimony, Plaintiff stated that there were verbal discussions about potential future compensation, including possible participation in carried interest and management fees.

Id. at 67:21-68:18. He testified that these discussions were informal and not reduced to writing. Id. Plaintiff also testified that he believed he would become a partner in an affiliated investment manager entity, but that he was not able to identify a document confirming such representations. Id.

During discovery, Plaintiff did not produce any written agreement or communication confirming the terms of any partnership, employment, or compensation structure. No partnership agreements, offer letters, or wage statements were submitted.

On March 27, 2025, five years after commencement of the herein action, Plaintiff moved for leave to file a First Amended Complaint. Notice of Mot, NYSCEF Doc. No. 89. The proposed complaint introduces new factual allegations concerning Plaintiff's classification and compensation and seeks to add Kristopher Drankiewicz, Geoff Koide and Liliana Macias, as individual defendants. Prop Am Compl, at ¶ 2-9, NYSCEF Doc. No. 92. The proposed pleading states that each of these individuals had the ability to hire and fire Plaintiff and exercised control over the terms of his compensation. Id. at ¶ 9-15.

Discussion

As the Second Department stated in Favia v. Harley-Davidson Motor Co., Inc., 119 AD3d 836 (2014):

"No evidentiary showing of merit is required under CPLR 3025 (b)". "The court need only determine whether the proposed amendment is 'palpably insufficient' to state a cause of action or defense, or is patently devoid of merit" (id.). "[A] court shall not examine the legal sufficiency or merits of a pleading **unless such insufficiency or lack of merit is clear and free from doubt**" (citations omitted, bolding added).

Plaintiff's proposed New York Labor Law claims are palpably insufficient and patently devoid of merit under such standard because they fail to sufficiently express a legally cognizable theory of liability for unpaid wages. For example, Plaintiff fails to "sufficiently allege that [the proposed additional individual defendants were] 'employer(s)', as defined by [the] Labor Law". See Ammar v Carbone, 237 AD3d 883, 885 (2d Dept 2025). In addition, as in Burriesci v Paul Revere Life Ins. Co., 255 AD2d 993, 994 (4th Dept 1998), "the proposed amendment[s] would contradict sworn statements by plaintiff and, therefore, are without merit".

Moreover, plaintiff should have known about the factual basis for the proposed pleadings at the beginning of the action. His delay in seeking the subject amendments will cause defendant undue prejudice, hindering defendant's ability to adequately defend itself. See Matter of Bolofsky v. City of New York, 205 AD3d 515

(1st Dept 2022) (affirming trial court denial of amendment where the petitioners sought to add new parties three years after the litigation began, as the delay impaired respondent's ability to take responsive measures and adequately defend its position).

Debra A. James

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12/7/2025

DATE

DEBRA A. JAMES, 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