

Madison Sixty Owner LLC v Tristar Mgt. Assoc. LLC

2025 NY Slip Op 34743(U)

December 4, 2025

Supreme Court, New York County

Docket Number: Index No. 655402/2024

Judge: Leslie A. Stroth

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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. LESLIE A. STROTH PART 12M

Justice

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MADISON SIXTY OWNER LLC,
Plaintiff,

- v -

TRISTAR MANAGEMENT ASSOCIATES LLC, FLATIRON REALTY CAPITAL LLC, WEST 125TH STREET EQUITIES LLC, 944 COLUMBUS AVENUE LLC, 1675 LEXINGTON ASSOCIATES LLC, AHA REALTY PARTNERS LLC, 414 FOURTH AVE. EQUITIES LLC, GABALIO LLC, NELSON BRONX HOLDINGS LLC, THIRD AVENUE BRONX HOLDINGS LLC, 3694 BROADWAY ASSOCIATES LLC, 630-636 WEST 136 STREET LLC, 150-160 VERMILYEA ASSOCIATES LLC, EMO REALTY PARTNERS LLC, ALONNA LLC, JACKSON REALTY PARTNERS LLC, 1290 HTYFD LLC, 1290 NOSTRAND CAPITAL LLC, RT 1290 NOSTRAND LLC, ELIZABETH ASSETS LLC, SAMARIO LLC, MURRAY MIDTOWN ASSETS LLC, 615 A HUDSON LLC, 2085 LEXINGTON LLC, MIKEDO REALTY PARTNERS LLC

Defendant.

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INDEX NO. 655402/2024
MOTION DATE 08/05/2025
MOTION SEQ. NO. 001

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 001) 11, 12, 13, 14, 15, 16, 17, 18, 19

were read on this motion to/for SUBST/RELIEVE/WITHDRAW COUNSEL

FACTUAL BACKGROUND

Plaintiff Madison Sixty Owner LLC retained The Klein Law Group CRE PLLC ("the Firm") to prosecute this commercial action seeking money damages related to alleged use and occupancy and unjust enrichment concerning premises at 60 Madison Avenue, Suite 1001, New York, New York.

The Firm now moves to withdraw as counsel pursuant to CPLR 321(b)(2), asserting that Plaintiff, an entity owned and managed by The Moinian Group, has allegedly failed to timely pay outstanding invoices. The motion cites approximately \$15,000 in unpaid invoices for this

action, and unspecified larger unpaid balances related to other matters handled for entities affiliated with Joseph Moinian. The Firm further claims that communications regarding payment were ignored.

The Firm asserts that notice of its intent to seek a stay and withdraw was provided to Defendants' counsel and to representatives of The Moinian Group, and seeks a temporary stay for Plaintiff to retain substitute counsel.

No documentary evidence of ignored correspondence, refusal to communicate, or deterioration of the attorney-client relationship is submitted with the motion. No retainer agreement, invoices, or correspondence are attached. The Firm therefore seeks relief based solely on references to nonpayment and lack of communication.

LEGAL STANDARD

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.”

An attorney may move to be relieved as counsel if the attorney deems it necessary to end the attorney-client relationship without the clients consent. (*Farage v Ehrenberg*, 124 AD3d 159 [2nd Dept 2014]). “The decision to grant or deny permission for counsel to withdraw lies within the discretion of the trial court, and the court's decision should not be overturned absent a showing of an improvident exercise of discretion” (*Applebaum v. Einstein*, 163 AD3d 905, 907 [1st Dept 2018]).

Failure to pay reasonable legal fees is sufficient grounds to grant leave to withdraw. (*Applebaum* 163 AD3d 905 at 907; *Weiss v Spitzer*, 46 AD3d 675 [2d Dept 2007]). Additionally,

an attorney may withdraw from representing a client if the client “fails to cooperate in the representation or otherwise renders the representation unreasonably difficult for the lawyer to carry out employment effectively.” (*Aragona v Shaibani*, 138 AD3d 649, 650 [2d Dept 2016] quoting Rules of Professional Conduct [22 NYCRR 1200.0] rule 1.16[c][7]).

DISCUSSION

The Firm asserts that Plaintiff failed to pay legal fees and ignored efforts to secure payment; however, no documentary proof is provided to substantiate these assertions. The Firm fails to include copies of invoices, communications demanding payment, proof of delivery, or the retainer agreement governing the alleged fees owed. Rather, counsel offers only broad conclusory statements regarding unpaid balances across multiple unrelated matters handled for other entities managed by The Moinian Group.

Critically, the motion papers do not demonstrate that continued representation in this action is impossible or unreasonably difficult. The Firm does not allege non-cooperation in litigation strategy, refusal to communicate about the case, or conduct obstructing representation. There is no showing that discovery deadlines cannot be met, that communications have ceased entirely, or that representation here is materially impeded.

The Firm also seeks an interim stay, yet provides no justification showing prejudice absent a stay, other than its own desire to withdraw. Without evidentiary support showing nonpayment has materially interfered with its representation in this litigation, the Firm has not demonstrated good and sufficient cause under CPLR 321(b)(2). Accordingly, withdrawal is not warranted at this juncture and the motion is denied.

Accordingly; it is hereby

ORDERED that Motion Sequence No. 001 by The Klein Law Group CRE PLLC to withdraw as counsel for Plaintiff Madison Sixty Owner LLC is denied in its entirety; and it is further

ORDERED that the request for a stay is denied.

12/4/2025
DATE



LESLIE A. STROTH, J.S.C.

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