

Ravich v City of New York

2025 NY Slip Op 34928(U)

December 17, 2025

Supreme Court, New York County

Docket Number: Index No. 161574/2025

Judge: Carol Sharpe

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SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. CAROL SHARPE PART 52M

Justice

-----X

VLADIMIR RAVICH,

Plaintiff,

- v -

CITY OF NEW YORK, WINSTON FAISON

Defendant.

INDEX NO. 161574/2025

MOTION DATE 11/12/2025

MOTION SEQ. NO. 001

DECISION + ORDER ON MOTION

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The following e-filed documents, listed by NYSCEF document number (Motion 001) 5, 7, 8, 9, 10, 11, 12, 13, 14, 15

were read on this motion to/for DISQUALIFY COUNSEL

Upon the foregoing documents, the Order to Show Cause ("OSC"), NYSCEF Doc #5, seeking to restrain Eric Sanders, Esq., of the Sanders Law Firm, P.C., from representing defendant Winston Faison ("Defendant Faison") in this lawsuit, or any other matter arising from the same facts, and restraining Mr. Sanders and the City of New York ("City"), and any other party adverse to plaintiff, from accessing and using information Mr. Sanders obtained from plaintiff, is denied in accordance with the below decision, and representations made by Eric Sanders that he is not representing Deputy Chief Winston Faison in this lawsuit. All stays and restraints put in place in the OSC are lifted.

Plaintiff Vladimir Ravich filed this OSC on November 12, 2025, seeking a Temporary Restraining Order and a Preliminary Injunction ("TRO"), pursuant to CPLR § 6301, enjoining Eric Sanders, Esq., from representing or assisting defendant former Defendant Faison or any other party adverse to plaintiff, and from using, disclosing, or relying upon information he obtained from plaintiff, on the grounds that such representation would be in violation of Rule 1.18(c) of the New York Rules of Professional Conduct. In support of the TRO, plaintiff, and his counsel John Scola,

Esq., stated in their respective affidavits that Mr. Ravich previously reached out to Mr. Sanders as a prospective client and shared certain confidential information including plaintiff's cooperation with the FBI concerning Defendant Faison and former Chief Jeffrey Maddrey. Plaintiff alleges that Mr. Sanders is now representing Defendant Faison in this action, in violation of Rule 1.18(c) of the New York Rules of Professional Conduct. Certain email correspondence between plaintiff and Mr. Sanders were attached as Exhibit A to the OSC and filed on NYSCEF as Doc. #5. This Court granted the TRO, and the matter was made returnable on November 19, 2025, where Mr. Scola, Mr. Ravich, Mr. Sanders, and Santos Garcia Avelar, Esq., of the Corporation Counsel of The City of New York ("Corporation Counsel"), appeared.

John Scola, Esq., as counsel to plaintiff, commenced this action by filing a summons and complaint on August 29, 2025, naming City and Defendant Faison, individually, as defendants. On September 22, 2025, City and plaintiff stipulated to extend the time to respond to the complaint to December 9, 2025. Plaintiff alleges in the complaint that, in violation of New York City Administrative Code § 8-107 and New York State Executive Law § 296, he was discriminated against on the basis of race and disability by Defendant Faison, creating a hostile work environment and damage to plaintiff's reputation. Plaintiff further alleges that City failed to properly train and supervise Defendant Faison, and knew or should have known about the discriminatory and retaliatory actions and failed to prevent them.

Plaintiff, a White Male, stated in the complaint that he was employed by the New York City Police Department ("NYPD") in 2007; was promoted to the rank of Sergeant in 2019; sustained a head injury in 2021 resulting in debilitating headaches for which he takes medication; and in December 2022 applied to and was accepted into the NYPD's Aviation Unit. Plaintiff alleges that in May 2023, then Deputy Chief Faison became the Commanding Officer of the Aviation Unit and made it known that he wanted to diversify the aviation unit by bringing in more

Black officers and thereafter engaged in a course of conduct in the unit that discriminated against non-Black officers, including plaintiff, by lowering the standards and limiting the training of White officers. Plaintiff alleges that he and Defendant Faison had a disagreement over the lights in the aviation unit. Plaintiff told Defendant Faison that according to Federal Aviation Administration regulations the lights in the office should be red and not the bright lights Defendant Faison insisted be kept on in the unit. Plaintiff alleges that he thereafter made a request to the NYPD Office of Equal Employment Opportunity (“EEO”) for a reasonable accommodation because the bright fluorescent lights caused him to have headaches, aggravating a head injury he sustained in 2021. He further alleges that Defendant Faison took retaliatory actions against him for making the reasonable accommodation request by, among other acts, transferring him from the midnight shift to the 4pm to midnight shift, which caused him to lose additional income he received from the night differential and from a second job he worked during the daytime, and prevented him from caring for his father who was recovering from a heart attack. Plaintiff alleges that former Defendant Faison also retaliated by issuing a command discipline against plaintiff which resulted in loss of overtime and flying time, and that Defendant Faison took further retaliatory actions when plaintiff filed a second EEO request, including issuing orders that plaintiff should not be allowed to fly.

In support of the OSC, plaintiff submitted Exhibit A (NYSCEF Doc #5, pages 20-26), which purports to be the email correspondence between plaintiff and Mr. Sanders, the earliest of which is dated April 8, 2025, at 11:25am, from a Gmail account named “Vlad Ravich,” and sent to a Gmail account of Eric Sanders, Esq., with the subject noted as “Ravich case Fwd: eeo denial after approval.” The e-mail contains a header from an earlier email that appears to have been forwarded from plaintiff’s NYPD email account to the “Vlad Ravich” Gmail account on November 6, 2024, at 10:53pm, but the subject of that message cannot be seen. Only the following words appear on the very next page of the exhibit: “Sent from my iPhone.”

Following in chronological order, it appears Mr. Sanders emailed plaintiff on April 9, 2025, at 12:05pm, with the subject as “Re: Fwd: eeo denial after approval,” and wrote:

“I did not receive the notes regarding the other things we discussed yesterday. I also did not receive your home address so I can send you the retainer agreement.”

On the same day, at 14:36 hours, plaintiff responded with the subject listed as “Vladimir Ravich,” writing:

“Mr. Sanders, thank you for speaking with me yesterday. I'd like to finalize what we talked about the other day. I also forwarded more material in the provided email. Please let me know what is a good time to stop by your office in Yonkers. I am out of town on a work trip until after the weekend.”

Mr. Sanders responded to plaintiff on the same day at 7:01pm, writing:

“Ok. Let me know upon your return. In the meantime, please email me with the information we discussed that is not part of the timeline that would support legal claims against the department and individual members as well.”

The next communication was from plaintiff to Mr. Sanders on April 21, 2025, at 15:28 hours, with the subject listed as “Re: Ravich Case,” in which plaintiff wrote:

“Good Afternoon Mr. Sanders I hope you had a good Easter. I would like to arrange to meet to finalize the retainer etc regarding my case. Just to inform you last week 2 agents from the FBI Public Corruption unit came to my house and I had a rather interesting conversation with them for about 2 and a half hours. It was about Faison and federal grants as well as other matters which were consistent with our conversation and a GO I had with Group 1 prior to our conversation on April 8th. They also asked about Group 1 and what I gathered about their investigation. This was a rather unprompted visit. I am available any morning except Wed the 23rd, and I leave for a week long training again on Sunday the 27th. Hope to hear from you soon...”

On a separate page following that e-mail were the words: “Blank 13.docx (Open with),” but there was no attachment submitted either with the email or as part of the exhibit to the OSC. Mr. Sanders responded on the same day at 3:29pm, writing:

“Ok, I'll call you after I'm finished with this deposition.”

The next email submitted was from plaintiff to Mr. Sanders on August 14, 2025, at 13:34 hours, with the subject listed as “Ravich,” in which he wrote:

Mr. Sanders, Vlad Ravich here, I was under the impression that you may not have had the interest in taking my case but looking through my emails I missed an email from you stating to come in and continue. I sincerely apologize for my oversight totally missed the email. Regardless in that time I've retained John Scola. However, with the information I provided you along with anything I can help assist in any of your cases please feel free to reach out any time if I can be of any assistance. All the best.”

Mr. Sanders responded that day at 2:29pm writing: “10-4.”

Exhibit B of the OSC consisted of email exchanges between Mr. Scola and Mr. Sanders, the subject of those e-mails listed as “Vlad Ravich and Winston Faison – Conflict of Interest – Stop World.” On November 10, 2025, at 10:38 am, Mr. Scola wrote:

It has come to my client's attention that you are scheduled to appear with Winston Faison on the Sal Greco Show tomorrow. My client, Vladimir Ravich, previously met with you to pursue a potential case against Mr. Faison. Although he ultimately did not retain your firm, he provided you with documents and information relating to his prospective claims.

It has since come to our attention that Mr. Faison has contacted you for legal representation and that you intend to appear publicly with him. This presents a clear conflict of interest under the Rules of Professional Conduct. You are prohibited from representing or advising Mr. Faison given your prior consultation with Mr. Ravich and your possession of confidential information related to his potential claims.

Accordingly, please cease and desist from any further representation, advice, or public appearance with Mr. Faison. Should you proceed despite this notice, we will pursue all appropriate remedies, including notifying the relevant disciplinary authorities.

Thank you for your anticipated cooperation.”

Mr. Sanders responded to Mr. Scola at 2:09pm, writing:

“I never met him.”

Mr. Sanders wrote to Mr. Scola again at 2:32pm, writing:

“I never met with him and there is no conflict. Thank you.”

Mr. Scola responded at 2:35pm the same day, which is the last e-mail provided, writing:

“Are you talking about never meeting with Ravich or Faison? Ravich informed me that he spoke with you 7-10 times on the phone about his case and even sent you many emails including a timeline he created and several other documents. He also informed you that he spoke with the FBI about Faison's illegal conduct and detailed what he said. Ravich called you a couple days after he spoke with the FBI to discuss with you. if your now advising Faison that is a clear conflict of interest.”

The City filed written opposition to the TRO on the issue of any other parties using, disclosing, or relying on any information provided by plaintiff to Mr. Sanders on the grounds that it is overly broad. When the parties appeared for oral arguments on the OSC, the City had not yet filed its answer as it had not yet been decided whether City would represent Defendant Faison in this action.

Mr. Sanders filed written opposition to the TRO and stated in his affirmation that Mr. Ravich's communication with him was solely about his dissatisfaction with how his request for a reasonable accommodation regarding the office lighting was handled, which was followed up with a “timeline,” and that there was not any discussion about Defendant Faison. Mr. Sanders stated that legal advice was not given beyond generic procedural guidance, and that he did not receive any confidential information that would be significantly harmful to plaintiff. Mr. Sanders stated that it is his custom and practice to ask for a timeline from prospective clients and to destroy any information if he is not retained, and that he did the same in this case. Mr. Sanders also submitted an affidavit from Defendant Faison, who stated that Mr. Sanders, his attorney of choice in a different matter, never discussed anything about plaintiff with him, except to inform him that plaintiff had reached out to Mr. Sanders about potential representation and no attorney/client relationship was formed.

Mr. Sanders, a former member of the NYPD, stated that he has independent knowledge of the NYPD Aviation Unit through his profession as a former officer and as an attorney, citing to a client he represented back in 2011, and knowledge he gained from public reports. Mr. Sanders stated that his representation of Defendant Faison does not relate to plaintiff's issues in this case and further stated in court that he will not be representing Defendant Faison in this lawsuit. In his affirmation in opposition to the OSC, Mr. Sanders chronicled cases involving him and Mr. Scola that established a history of acrimony between them, and questions Mr. Scola's intention in filing the OSC. Mr. Scola filed a reply.

Mr. Scola was instructed to bring the emails filed on NYSCEF to court on November 19, 2025. At the appearance, he stated that the emails were protected by attorney/client privilege and presented two documents for the Court's review that he alleged his client had e-mailed to Mr. Sanders. Upon review, this Court noticed that the documents were undated, and they were returned to Mr. Scola. Mr. Scola was instructed to send the e-mails and any attachments to chambers via email, where they would be reviewed *in-camera*. Mr. Scola was told to mark the submissions as "attorney/client privilege." Mr. Scola thereafter submitted email correspondences to the Court in PDF format, but was later instructed to forward the actual emails, which he did.

Rule 1.18 of the New York Rules of Professional Conduct governs an attorney's duties to prospective clients ("Rule 1.18"). A prospective client is defined in Rule 1.18(a) as "a person who consults with a lawyer about the possibility of forming a client-lawyer relationship with respect to a matter." Rule 1.18(b) provides that "[e]ven when no client-lawyer relationship ensues, a lawyer who has learned information from a prospective client shall not use or reveal that information, except as Rule 1.9 would permit with respect to information of a former client." Rule 1.18(c) provides in pertinent parts that, "[a] lawyer subject to paragraph (b) shall not represent a client with interests materially adverse to those of a prospective client in the same or a substantially

related matter if the lawyer received information from the prospective client that could be significantly harmful to that person in the matter, except as provided in paragraph (d).”

Rule 1.6(a) prohibits a lawyer from knowingly revealing confidential information or using such information to disadvantage a client. Rule 1.6(a)(3) defines confidential information as

“...information gained during or relating to the representation of a client, whatever its source, that is (a) protected by the attorney-client privilege, (b) likely to be embarrassing or detrimental to the client if disclosed, or (c) information that the client has requested be kept confidential.

“Confidential information” does not ordinarily include (i) a lawyer's legal knowledge or legal research or (ii) information that is generally known in the local community or in the trade, field or profession to which the information relates.”

Rule 1.9(a), which governs the duty to former clients, provides that “[a] lawyer who has formerly represented a client in a matter shall not thereafter represent another person in the same or a substantially related matter in which that person's interests are materially adverse to the interests of the former client unless the former client gives informed consent, confirmed in writing.”

Disqualification motions call upon the court to balance the confidentiality of attorney/client communication and the general public policy favoring the right to counsel of one's own choosing (*Tekni-Plex, Inc. v Meyner & Landis*, 89 NY2d 123 651 [1996]; *Dietrich v Dietrich*, 136 AD3d 461 25 NYS3d 148 [1st Dept 2016])). “Thus, the movant must meet a heavy burden of showing that disqualification is warranted (*see Broadwhite Assoc. v Truong*, 237 AD2d 162, 163, 654 NE2d 144 [1st Dept 1997])” (*Ullmann-Schneider v Lacher & Lovell-Taylor PC*, 110 AD3d 469, 470, 973 NYS2d 57 [1st Dept 2013]). “An individual's right to select an attorney who he believes is most capable of providing competent representation implicates both the First Amendment guarantees of freedom of association (*N.A.A.C.P. v Button*, 371 U.S. 415; NY Const, art I, § 9) and the Sixth Amendment right to counsel (cf. *Faretta v California*, 422 U.S. 806; NY Const, art I, §

6) and will not yield unless confronted with some overriding competing public interest [internal citation omitted]” (*In re Abrams*, 62 NY2d 183, 196, 476 NYS2d 494 [1984]). “Disqualification of a law firm during litigation implicates not only the ethics of the profession but also the substantive rights of the litigants. Disqualification denies a party's right to representation by the attorney of its choice” (*S & S Hotel Ventures LP v 777 S. H. Corp.*, 69 NY2d 437, 443, 515 NYS2d 735 [1987]).

“The Code of Professional Responsibility establishes ethical standards that guide attorneys in their professional conduct” (*id.*). “A lawyer may not both appear for and oppose a client on substantially related matters when the client's interests are adverse” (*Solow v W. R. Grace & Co.*, 83 NY2d 303, 306, 610 NYS2d 128 [1994]). “Courts should also examine whether a motion to disqualify, made during ongoing litigation, is made for tactical purposes, such as to delay litigation and deprive an opponent of quality representation” (*Mayers v Stone Castle Partners, LLC*, 126 AD3d 1, 1 NYS 3d 58 [1st Dept 2015]).

Here, plaintiff failed to meet his heavy burden that Mr. Sanders is disqualified from representing Defendant Faison, that information from plaintiff - a prospective client - could be significantly harmful to plaintiff in a substantially related matter, or that the information was not publicly available or not discoverable through discovery (*Ellison v Schulte*, 84 Misc 3d 1243[A], 2024 NY Slip Op 51669[U] [Sup Ct, NY County 2024]). Mr. Sanders represented that he is not seeking to represent Defendant Faison in the present lawsuit, and that the issues for which he is representing him do not relate to plaintiff. Mr. Sanders denied receiving confidential information from plaintiff and stated that any knowledge he has about the NYPD aviation unit was from his personal and professional knowledge and public reports. The two undated documents that were submitted for *in camera* review contain some of the information contained in New York Post articles from July and August of 2025.

Mr. Scola's emails to Mr. Sanders on November 10, 2025, were regarding a scheduled appearance by Defendant Faison and Mr. Sanders on the Sal Greco podcast on November 11, 2025. This Court listened to that episode of the Sal Greco podcast and this lawsuit was not discussed, nor was the plaintiff. Defendant Faison talked about the various New York Post articles about him that started in July 2025, his personal history at the NYPD, and the charges that were brought against him, specifically involving the aviation unit, but plaintiff was never mentioned.

One of the issues the Court considered is whether the emails submitted in the PDF format and the emails forwarded to chambers are subject to the attorney/client privilege, or whether plaintiff has waived that privilege by placing the emails "at issue." CPLR § 4503 (a)(1) provides in pertinent parts that "[u]nless the client waives the privilege, an attorney or his or her employee, or any person who obtains without the knowledge of the client evidence of a confidential communication made between the attorney or his or her employee and the client in the course of professional employment, shall not disclose, or be allowed to disclose such communication..." CPLR § 3101(a) provides in pertinent part that "[t]here shall be full disclosure of all matter material and necessary in the prosecution or defense of an action, regardless of the burden of proof..." and (b) provides that "[u]pon objection by a person entitled to assert the privilege, privileged matter shall not be obtainable." The privilege is narrowly construed and "[t]he party asserting the privilege bears the burden of establishing its entitlement to protection by showing that the communication at issue was between an attorney and a client "for the purpose of facilitating the rendition of legal advice or services, in the course of a professional relationship," that the communication is predominantly of a legal character, that the communication was confidential and that the privilege was not waived (*Rossi v Blue Cross & Blue Shield*, 73 NY2d 588, 593-594, 540 NE2d 703, 542 NYS2d 508 [1989])." (*Ambac Assur. Corp. v Countrywide Home Loans, Inc.*, 27 NY3d 616, 524, 36 NYS3d 838 [2016]).

“At issue” waiver of privilege occurs where a party affirmatively places the subject matter of its own privileged communication at issue in litigation, so that invasion of the privilege is required to determine the validity of a claim or defense of the party asserting the privilege, and application of the privilege would deprive the adversary of vital information [internal citations omitted]” (*Deutsche Bank Trust Co. of Ams. v Tri-Links Inv. Trust*, 43 AD3d 56, 63-64, 837 NYS2d 15 [1st Dept 2007]). “Moreover, selective disclosure is not permitted as a party may not rely on the protection of the privilege regarding damaging communications while disclosing other self-serving communications” (*id.*; see also *Orco Bank v Proteinas Del Pacifico*, 179 AD2d 390, 577 NYS2d 841 [1992] [attorney-client privilege was waived by client’s “selective disclosure” of legal advice])” (*id.* at 65). Here, the emails plaintiff claims to be attorney-client privilege were previously disclosed as Exhibit A to the OSC, and plaintiff has put the email exchanges and documents allegedly shared with Mr. Sanders at issue in the OSC. As such, the emails are the subject of the “at issue” waiver of the attorney/client privilege and they will be disclosed to the defendants.

There is also a troubling issue about the emails plaintiff submitted, first as Exhibit A, secondly as a PDF, and thirdly as the actual emails that were forwarded to chambers. The emails submitted by plaintiff as Exhibit A to the OSC are different from the emails submitted in the PDF format, which are also different from the actual emails between plaintiff and Mr. Sanders as forwarded to chambers in a material way. The emails submitted as Exhibit A contain a page with only one entry that reads “Blank 13.docx (Open with),” which followed plaintiff’s email to Mr. Sanders on April 21, 2025, at 15:28 hours. The emails submitted after the court appearance in the scanned PDF format, and which purported to be the “privileged” information, start with an email from plaintiff to Mr. Sanders dated April 8, 2025, at 10:28am, with the subject “Re: Consultation,” but it has no content and ends as “sent from my iPad.” Right below it is an entry that reads, “On

Apr 8, 2025, at 10:16am, Eric Sanders esanders@thesandersfirmpc.com wrote” - but again, there is no content except the words “<image001.jpg>.” At the bottom of the page there is an entry that reads: “2 attachments.” On the next page, with no other entries, are two icons indicating that there are attachments, in this case, Word documents, that are titled: “Background.Docx 13K” and beneath it a second entry “Complaint.docx 11K.” The two undated documents Mr. Scola previously presented in court were scanned into the PDF document, followed by the rest of the emails that were filed with the OSC on NYSCEF.

The emails forwarded to chambers were the same emails as the PDF submission that started on April 8, 2025, at 10:16AM (which did not include any content) but, remarkably, do not show the page listing attachments marked “Background. Docx 13K” and “Complaint.docx 11K.” However, the two undated documents were attached to that email. It is also remarkable, and troubling, that while it appears that plaintiff attached the two undated documents to the April 8, 2025, 10:16am email, the next day, on April 9, 2025, at 12:05pm, Mr. Sanders wrote that he did not receive the notes, and then at 7:01pm, Mr. Sanders asked for the information he and plaintiff discussed that was not a part of the timeline.

The discrepancies in the email submissions raises the question of whether technology and printing issues caused them, or if there is possible misconduct by plaintiff and/or counsel. “[A] court has inherent power to address actions which are meant to undermine the truth-seeking function of the judicial system and place in question the integrity of the courts and our system of justice.” (*CDR Créances S.A.S. v Cohen*, 23 NY3d 307, 318, 991 NYS3d 519 [2014]). Accordingly, a hearing will be held on this issue. It is hereby

ORDERED, that the temporary restraining order and the preliminary injunction is lifted as to Mr. Sanders, upon his representation that he will not represent Defendant Faison in this

matter, and that his representation of Defendant Faison does not involve any discussions he had with plaintiff as a prospective client; it is further

ORDERED, that the temporary restraining order and the preliminary injunction are lifted as to City; it is further

ORDERED, that the PDF submission and the forwarded emails are not subject to attorney/client privilege and will be disclosed; it is further

ORDERED, that the parties shall appear for a hearing on the issue of the discrepancies in the emails submitted by plaintiff on January 14, 2026, at 11:30am, at 111 Centre Street, New York NY 10013, Room 1045; it is further

ORDERED, that plaintiff shall serve a copy of this Order with Notice of Entry within ten (10) days of the date of this Decision and Order, and file proof of service within ten (10) days of service, on all parties and the Clerk of the General Clerk’s office; and it is further

ORDERED, that service of this Order upon the Clerk of the Court shall be made in hard-copy format if this action is a hard-copy matter, or if it is an e-file case, 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).

This constitutes the Decision and Order of the Court.

ENTER:

December 17, 2025

DATE


HON. CAROL SHARPE, J.S.C.
HON. CAROL SHARPE
J.S.C.

CHECK ONE:

APPLICATION:

CHECK IF APPROPRIATE:

<input type="checkbox"/>	CASE DISPOSED	<input checked="" type="checkbox"/>	NON-FINAL DISPOSITION	<input type="checkbox"/>	OTHER
<input type="checkbox"/>	GRANTED	<input checked="" type="checkbox"/>	DENIED	<input type="checkbox"/>	GRANTED IN PART
<input type="checkbox"/>	SETTLE ORDER	<input type="checkbox"/>	SUBMIT ORDER	<input type="checkbox"/>	REFERENCE
<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/>	FIDUCIARY APPOINTMENT		