

St. Clement v Fuchs

2026 NY Slip Op 30274(U)

January 22, 2026

Supreme Court, New York County

Docket Number: Index No. 154359/2025

Judge: Kathleen Waterman-Marshall

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SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. KATHLEEN WATERMAN-MARSHALL PART 31

Justice

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COURTNEY ST.CLEMENT,

Plaintiff,

- v -

RAN FUCHS, MALI FUKS,

Defendant.

INDEX NO. 154359/2025

MOTION DATE 06/20/2025, 08/01/2025

MOTION SEQ. NO. 002 003

DECISION + ORDER ON MOTION

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The following e-filed documents, listed by NYSCEF document number (Motion 002) 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120

were read on this motion to/for DISMISSAL

The following e-filed documents, listed by NYSCEF document number (Motion 003) 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 141, 142, 143, 144, 145, 146, 147, 148

were read on this motion to/for SANCTIONS

Upon the foregoing documents, the motion by defendants Ran Fuchs and Mali Fuks ("the Defendants") to dismiss the complaint under CPLR 3211(a)(5) and (7) and for sanctions is granted in part (Motion Seq. 002). Upon the same record, the motion by pro-se plaintiff Courtney St. Clement ("Ms. St. Clement") for sanctions and to compel discovery under CPLR 3124 and § 3126 and the cross-motion by the Defendants for a protective order under CPLR § 3103 are denied as moot (Motion Seq. 003).

Background

This matter was joined for discovery and trial with the matter entitled Courtney St. Clement v Ran Fuchs and Mali Fuks, Index Number 651339/2019 ("the 2019 Action"), which is also pending before this Court for a bench trial (see Index No. 651339/2019, NYSCEF Doc. No. 149; September 3, 2025 Decision and Order).

In the 2019 Action, Ms. St. Clement asserted, among other things, claims for unpaid wages and claims under the Freelance Isn't Free Act ("FIFA"). All parties moved for summary judgment in the 2019 Action and Justice Crane, who was previously assigned thereto, denied summary judgment to any party, as precluded by issues of fact. However, Justice Crane found that Ms. St. Clement could not recover under FIFA, as the contracts allegedly entered into predated FIFA's effective date, to wit: "Therefore, plaintiff cannot recover under FIFA" (Crane, J.) (Index No. 651339/2019, NYSCEF Doc. No. 354 at 7).

Ms. St. Clement appealed Justice Crane's decision and the Appellate Division, First Department dismissed her appeal, and denied her motion to vacate the dismissal (Appellate Division, First Department Motion Decision, Motion No. 2023-03300, 2023 NY Slip OP 72605[U]).

Five years after Justice Crane found that Ms. St. Clement could not recover under FIFA, and two years after Ms. St. Clement's appeal was dismissed by the Appellate Division, First Department, she filed this action asserting seven causes of action, all under FIFA, against the same Defendants in the 2019 Action. The complaint in the instant action largely mirrors the amended complaint filed in the 2019 Action, and both pleadings seek identical damages.

The Defendants move to dismiss the complaint contending that the instant matter asserts the same FIFA claims which have already been found nonviable by Justice Crane, and seek to recover their reasonable attorneys' fees as sanction for Ms. St. Clement frivolously asserting nonviable claims (Motion Seq. 002).

Ms. St. Clement moves to compel the Defendants to provide responses to her First and Second Requests for Documents in this action and for sanctions (Motion Seq. 003). The Defendants cross-move for a protective order barring Ms. St. Clement's First and Second Requests for Documents and staying all discovery pending their dismissal motion.

Discussion

I. Res Judicata and Collateral Estoppel

CPLR 3211(a)(5), provides for dismissal of one or more causes of actions under the doctrines of collateral estoppel and res judicata. Collateral estoppel precludes a party from re-litigating, in subsequent actions, those issues which have been raised in a prior proceeding and decided against said party and has been characterized as "a narrower species of res judicata" (*Ryan v New York Telephone Co.*, 62 NY2d 494, 500 [1984]). "What is controlling is the identity of the issue which has necessarily been decided in the prior action" (*id.*). Put differently, the issue must be "material to the first action... and essential to the decision rendered therein" and the issue "must be the point actually to be determined in the second action ... such that 'a different judgment in the second would destroy or impair rights or interest established by the first'" (*id.* at 500-01 quoting *Schuylkill Fuel Corp v Nieberg Realty Corp.*, 250 NY 304, 307 [1929]). "The estoppel is limited ... to the point actually determined" (*Schuylkill Fuel Corp v Nieberg Realty Corp.*, 250 NY at 307). Collateral estoppel may only be asserted against a party who has had a fair and full opportunity to litigate the issue (*Ryan v New York Telephone Co.*, 62 NY2d 494); and "the essential prerequisite is fairness" (*Jeffreys v Griffin*, 301 AD2d 232 [1st Dept 2002]).

Res judicata provides finality to the resolution of disputes such that parties may not relitigate that which was already decided (*Matter of New York State Labor Relations Bd. v Holland Laundry*, 294 NY 480 [1945]). The doctrine is applied using a "transactional analysis" (*Matter of Reilly v Reid*, 45 NY2d 24 [1978]). Under this analysis, the final conclusion of one claim bars all other claims "arising out of the same transaction or series of transactions, even if based upon different theories or if seeking a different remedy" (*O'Brien v City of Syracuse*, 54 NY2d 353 [1981]; see also *Platon v. Linden-Marshall Contr. Inc.*, 176 AD3d 409 [1st Dept 2019]).

However, "[i]n properly seeking to deny a litigant two 'days in court', courts must be careful not deprive him of one" (*Matter of Reilly v Reid*, 45 NY2d at 28). "One linchpin of res judicata is an identity of parties actually litigating successive actions against each other: the doctrine applies only

when a claim between the parties has been previously brought to a final conclusion” (*City of New York v Welsbach Elec. Corp.*, 9 NY3d 124, 127 [2007] [quotations omitted]). Consequently, res judicata is not rigidly applied where two or more distinct claims arise out of a course of dealing between the same parties (*id.*). Notwithstanding, where “essentially the same relief” is sought under alternative theories such that they may be considered a “single ‘factual grouping’” res judicata will apply to bar the subsequent action (*O’Brien v. City of Syracuse*, 54 NY2d at 357-58 [“all other claims arising out of the same transaction or series of transactions are barred, even if based upon different theories or if seeking a different remedy”]). Stated simply, claim splitting is not permitted (*id.*).

Justice Crane unequivocally found that Ms. St. Clement cannot recover under FIFA, as her claims arose prior to FIFA’s effective date: “Therefore, plaintiff cannot recover under FIFA” (Index No. 651339/2019, NYSCEF Doc. No. 354 at 7). This determination was made on summary judgment motions, in which Ms. St. Clement was afforded a full and fair opportunity to litigate her FIFA claims and raise arguments in support of them. The applicability of FIFA to Ms. St. Clement’s 2019 Action in which she seeks unpaid wages, is identical to the unpaid wage issues raised in this 2025 Action. However, Justice Crane conclusively decided the issue in the 2019 Action. Ms. St. Clement’s appeal of Justice Crane’s decision was dismissed by the Appellate Division, as was her motion to vacate the dismissal.

Thus, contrary to Ms. St. Clement’s contention on this motion, Justice Crane’s decision that she could not maintain FIFA claims was the final determination of the viability of Ms. St. Clement’s FIFA claims and she is, therefore, barred from asserting these same FIFA claims in a separate action (*O’Brien v City of Syracuse*, 54 NY2d 353 [claims dismissed on res judicata grounds]).

Ms. St. Clement’s argument that Justice Crane permitted her to “bring a separate action” under FIFA” (NYSCEF Doc. No. 1 at ¶ 5; NYSCEF Doc. No. 112 at ¶ 2-3) is without merit. It is true that Justice Crane, in denying Ms. St. Clement’s motion to further amend her complaint in the 2019 Action, did provide that Ms. St. Clement could bring a separate action:

This is a straightforward dispute regarding payment of services and quality of work. Yet, plaintiff has attempted repeatedly to turn this into (1) a landlord-tenant dispute, (2) an employment discrimination/harassment suit and now (3) a dispute under FIFA.

[...]

If Plaintiff is truly aggrieved under FIFA, she can bring separate action. However, the damages plaintiff allegedly suffered appear so speculative as not to be recoverable (Index No. 651339/2019, NYSCEF Doc. No. 353).

However, after Justice Crane denied Ms. St. Clement’s motion to further amend the complaint, the court decided the parties’ competing motions for summary judgment. In that subsequent summary judgment decision, made on the merits, Justice Crane determined that Ms. St. Clement cannot maintain claims under FIFA, as her claims pre-date FIFA’s effective date. Contrary to Ms. St. Clement’s argument that her FIFA claims remain “live” in both this and the 2019 Action, and that Justice Crane’s summary judgment decision permits her to attempt to prove her FIFA claims at trial, Justice Crane’s decision did no such thing. Rather, it definitely foreclosed any FIFA based claims

against the Defendants, stating that “plaintiff cannot recover under FIFA” (Index No. 651339/2019, NYSCEF Doc. No. 354 at 7).

To the extent that Ms. St. Clement contends Justice Crane’s decision on the parties’ summary judgment motions and her motion to further amend her pleading are “not standard” or she otherwise takes issue with these decisions, the appropriate recourse is an appeal, not a duplicative action. As noted, Ms. St. Clement appealed Justice Crane’s summary judgment decision and the Appellate Division, First Department dismissed the appeal and denied Ms. St. Clement’s motion to vacate the dismissal (Appellate Division, First Department Motion Decision, Motion No. 2023-03300, 2023 NY Slip OP 72605[U]).

Consequently, this action asserting FIFA claims against the Defendants must be dismissed under the doctrines of res judicata and collateral estoppel as Justice Crane has already determined that Ms. St. Clement cannot recover against the Defendants under FIFA.

II. Statute of Limitations

Assuming, *arguendo*, that the matter was not dismissed under res judicata and collateral estoppel, it would nevertheless be dismissed as beyond the statute of limitations. CPLR § 213(2) provides for a six-year statute of limitations for contractual claims and subsection (8) extends the time to commence an action based upon fraud until the later of six years from the date the cause of action accrued or two years after the plaintiff could have reasonably discovered the fraud.

Ms. St. Clement’s complaint in this action alleges that she was no longer working for Ms. Fuks and was owed for unpaid work as of May 18, 2018, this is the date her cause of action accrued and the six-year statute of limitations began (*see e.g. Hahn Automotive Warehouse, Inc. v Am. Zurich Ins. Co.*, 18 NY3d 765, 770 [2012]). Thus, her complaint was due on or about May 18, 2024, and her commencement of this action on April 2, 2025 is untimely. Even calculating the statute of limitations from date most favorable to Ms. St. Clement, the date she filed a complaint against the Defendants with the NYC Office of Labor Policy & Standards on June 26, 2018, the action was due to be commenced by June 26, 2024 and Ms. St. Clement’s filing of the complaint in this action on April 2, 2025 was still untimely.

Assuming, without deciding, that CPLR § 213(8) is applicable here, Ms. St. Clement was aware of her FIFA claims no later than the date she filed her amended complaint on June 27, 2019 in the 2019 Action, when she asserted FIFA claims. Thus, CPLR 213(8) would not extend the statute of limitations here, as the two-year extension it provides from the date of discovery of a fraud claim would expire on June 27, 2021, before the standard six-year statute of limitations expired on June 26, 2024. Accordingly, this action is untimely and is dismissed.

III. Sanctions

The Court is afforded discretion to impose sanctions and costs for frivolous conduct (22 NYCRR § 130-1.1[a]). “Conduct is frivolous if it is completely without merit in law and cannot be supported by a reasonable argument for an extension, modification or reversal of existing law” (*Newman v Berkowitz*, 50 AD3d 479 [1st Dept 2008] [internal quotations omitted]; 22 NYCRR § 130-1.1[c]). Likewise, materially false statements are sanctionable (22 NYCRR § 130-1.1[c]). In determining whether conduct is frivolous, the Court considers the totality of the circumstances, as well as the dual purposes of sanctions: (1) retributive, in punishing past conduct and (2) deterrent, preventing future frivolous conduct by the parties and the greater bar at large (22 NYCRR

130.101[c]; *Levy v Carol Mgmt. Corp.*, 260 AD2d 27, 34 [1st Dept 1999]). The deterrent purpose of imposing sanctions includes consideration of the waste of judicial resources (*id.*). “There is no requirement that the dictates of [22 NYCRR] § 130-1.2 be followed in any rigid fashion, the court’s decision was sufficient to set forth the conduct on which the [sanctions] award was based, the reasons why it found this conduct to be frivolous and the amount to be appropriate” (*Benefield v New York City Hous. Auth.*, 260 AD2d [1st Dept 1999]).

For all the reasons stated above, the instant action is without merit. Justice Crane determined that Ms. St. Clement could not maintain a FIFA claim against the Defendants. The Appellate Division, First Department dismissed Ms. St. Clement’s appeal of Justice Crane’s determination, and denied her motion to vacate the dismissal. Thus, Justice Crane’s order finally resolved the issue of whether Ms. St. Clement could assert a FIFA claim, finding that she could not. Thus, this this action, which asserts the same FIFA claims which Justice Crane determined could not be maintained, lacks merit. Additionally, it is untimely brought well beyond the statute of limitations.

However, the Court declines to find that, although without merit, this action is frivolous. Therefore, the Court declines to award Rule 130 sanctions.

IV. Compel Discovery

As this matter has been dismissed, there is no basis to direct further discovery and a protective order is unnecessary. Therefore, Ms. St. Clement’s motion to compel discovery and sanction the Defendants is denied, as is the motion by the Defendants for a protective order.

Accordingly, it is

ORDERED that the motion by Ran Fuchs and Mali Fuks to dismiss the complaint and sanction Courtney St. Clement (Motion Seq. 002) is granted solely to the extent of dismissing the complaint in its entirety; and it is further

ORDERED that the motion by Courtney St. Clement to compel discovery and sanction Ran Fuchs and Mali Fuks and Ran Fuchs and Mali Fuks cross-motion for a protective order (Motion Seq. 003) are each denied as academic; and it is further

ORDERED that any requested relief not expressly addressed herein has nevertheless been considered and is hereby denied.

1/22/2026

DATE

KATHLEEN WATERMAN-MARSHALL,
J.S.C.

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