Bokman v Manhattan Motor Cars Inc.
2026 NY Slip Op 30313(U)
January 28, 2026
Supreme Court, New York County
Docket Number: Index No. 151871/2017
Judge: Hasa A. Kingo
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SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: **HON. HASA A. KINGO** **PART** **65M**

Justice

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ERIC BOKMAN,

Plaintiff,

- v -

MANHATTAN MOTOR CARS INC.,PORSCHE CARS NORTH AMERICA, INC.,JOHN DOE

Defendants.

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INDEX NO. 151871/2017

MOTION DATE N/A

MOTION SEQ. NO. 008

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 008) 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 191, 192, 193, 194, 195, 196, 198

were read on this motion to AMEND CAPTION/PLEADINGS.

Plaintiff Eric Bokman ("plaintiff") moves under CPLR § 3025(b) for leave to serve and file a Second Amended Complaint. The proposed Second Amended Complaint (Ex. D to the motion) would add Porsche Financial Services, Inc. ("PFS"), Porsche Enterprises, Inc. ("PEI"), Porsche Leasing Ltd. ("PLL"), Dr. Ing. h.c. F. Porsche AG ("Porsche AG") and "John Doe 2" as defendants. It would assert eight causes of action (breach of contract, conversion, negligence, negligent supervision, fraud, fraudulent misrepresentation, negligent misrepresentation, and forgery) against the five new defendants and John Doe 2, plus three new causes of action (negligent supervision, fraud and negligent misrepresentation) against the original defendants (Manhattan Motorcars, Inc., Porsche Cars North America, Inc., and John Doe 1). Plaintiff seeks to increase damages to approximately $190,000. Defendants oppose the motion.

BACKGROUND AND PROCEDURAL HISTORY

This action was originally commenced on February 27, 2017. The original Complaint (Dkt. No. 1) named Manhattan Motorcars, Inc. ("MMC"), Porsche Cars North America, Inc. ("PCNA"), and John Doe 1 as defendants, asserting claims arising from plaintiff's lease of a 2017 Porsche automobile and related transactions. The court denied defendants' motion to dismiss in November 2017. On December 6, 2017, plaintiff filed the First Amended Complaint ("FAC") re-alleging breach of contract, conversion, negligence, fraudulent misrepresentation and negligent misrepresentation claims against MMC and PCNA.

After default and vacatur proceedings, defendants filed their Answer on January 14, 2019. The parties' Preliminary Conference Order (Jan. 16, 2019) set discovery deadlines (document production by March 2019; depositions by April 5, 2019). Defendants failed to timely respond to discovery, prompting plaintiff's April 8, 2019 motion to compel (later withdrawn once some discovery was produced). A further compliance conference (Jan. 15, 2020) extended discovery to

March 31, 2020. After the onset of COVID-19, depositions did not proceed promptly: plaintiff noticed depositions on August 11, 2020, but defendants delayed. A second discovery compliance conference (Nov. 13, 2020) did not resolve the issues. Plaintiff deposed two MMC principals in December 2021 and June 2022, but discovery remained incomplete.

On March 4, 2024, plaintiff's counsel reminded defendants of their outstanding discovery. After continued delays, PCNA finally produced a corporate representative: on September 24, 2024, PCNA's Global Head of Retail, Corbett Head ("Head"), was deposed (Head Dep. Tr. 9/24/24). According to plaintiff, Head's testimony revealed "significant additional facts and prospective parties" related to plaintiff's claims – including the corporate relationships among PCNA, PFS, PLL, PEI and Porsche AG, the structure of the dealership premises lease, and procedures for authorizing vehicle leases – which were not previously known. Armed with this information, plaintiff moved on March 6, 2025 for leave to amend.

The proposed amended complaint and exhibits were served with the motion. Defendants filed opposition on June 17, 2025. Plaintiff filed reply papers on August 8, 2025. All papers have been reviewed. The parties' submissions show that the proposed SAC was prepared in reliance on Head's deposition and the documents produced, and that defendants refuse to consent to the amendment. No new depositions have been taken since. The parties argued the motion before the court on January 28, 2026. The motion is now fully submitted.

ARGUMENTS

Plaintiff emphasizes the liberal standard of CPLR § 3025(b), which provides that leave to amend "shall be freely given" in the absence of a showing that the amendment is prejudicial, vexatious or otherwise contrary to justice. Plaintiff notes that neither CPLR § 3025(b) nor CPLR § 203(f) requires an evidentiary showing of merit; rather, the court need only determine that the proposed amendment is not "palpably insufficient or patently devoid of merit" and that it would not unduly prejudice or surprise the opponent (citing *Lucido v. Mancuso*, 49 AD3d 220, 229 [2d Dept 2008]; *Perrotti v. Becker, Glynn, Meland & Muffly LLP*, 82 AD3d 495, 498 [1st Dept 2011]). Here, plaintiff asserts, none of the rare circumstances justifying denial are present.

According to plaintiff, Head's deposition disclosures provide good cause to amend. He testified that PCNA, PEI and Porsche AG are related corporate entities and that PLL is a subsidiary of PFS. He described MMC's dealership premises as a location leased by PCNA/PFS and subleased to MMC under a Dealer Sales and Service Agreement (DSSA). He explained that PCNA/PLL/PFS personnel were actively involved in MMC's operations and in authorizing retail leases of vehicles. These facts, plaintiff contends, link the proposed defendants to the same transaction at issue (the lease and purchase financing of a Porsche vehicle) and identify them as necessary parties to the claims. Plaintiff also argues that the relation-back doctrine (CPLR § 203[f]) makes timely his late claims: all of the proposed claims arise from the same set of facts alleged in the FAC, and the new parties are "united in interest" with the original defendants and had or should have had notice of this action but for plaintiff's lack of knowledge of their involvement. In plaintiff's view, the amendments merely flesh out the case as the facts have become known. Plaintiff further notes that defendants' own discovery delays explain why the motion comes late,

and that he moved promptly after learning the new information. Plaintiff emphasizes that defendants cite no prejudice from the amendment, only the passage of time.

Defendants contend that the motion must be denied. First, they argue all of the proposed claims against the new parties (PFS, PEI, PLL, Porsche AG, John Doe 2) are barred by the statute of limitations. They compute that the three-year limitations for claims 1, 3, 4 and 7 expired in late 2019 or early 2020, and the six-year limitations for claims 2, 5, 6 and 8 expired in late 2022. Thus all eight claims in the SAC are time-barred. They assert that plaintiff has offered no legally cognizable excuse for this delay: his counsel apparently did not learn of the proposed defendants until 2024, but courts will not entertain amendments that come long after the SOL unless the three-part *Buran* test is satisfied. Defendants argue plaintiff cannot satisfy that test.

Second, defendants contend the court lacks personal jurisdiction over PFS, PEI, PLL and Porsche AG. None is incorporated or domiciled in New York, so CPLR § 301(1) general jurisdiction cannot attach (see *Licci v. Lebanese Can. Bank, SAL*, 20 NY3d 327, 337 [2012]; *Brocco v. Eastern Metal Recycling Terminal LLC*, 211 AD3d 628, 628 [1st Dept 2022]). Nor do the facts support specific jurisdiction under CPLR § 302. Plaintiff's proposed SAC pleads nothing more than general assertions – e.g. that PEI is "parent" of PCNA, that PFS/PLL "own or use" the MMC property, and that all Porsche entities share marketing systems – with no detail. These conclusory allegations are insufficient to show any of the requisite minimum contacts. Under § 302(a)(1), the SAC fails to allege any New York business transaction by PFS, PEI, PLL or Porsche AG that gave rise to plaintiff's claims. As the Appellate Division, First Department, has stressed, there must be an "articulable nexus" between the in-state activity and the cause of action (*English v. Avon Prods., Inc.*, 206 AD3d 404, 406 [1st Dept 2022]). Under § 302(a)(4), mere ownership of the dealership real estate (even if true) does not help, since this lawsuit does not directly implicate any right in that property (see *Karam v. Karam*, 197 AD3d 1041, 1042 [1st Dept 2021]). Plaintiff's failure to plead any purposeful availment by the proposed defendants dooms the jurisdictional issue.

Third, defendants assert the proposed SAC violates CPLR § 3013's prohibition on group pleading. Paragraph 18 of the SAC defines all defendants (old and new) as a single group ("Together, MMC, PCNA, PEI, PFS, PLL, Porsche AG, John Doe 1, and John Doe 2 are the 'Defendants.'" Pl. Ex. D ¶18). Thereafter, the SAC repeatedly alleges that "the Defendants" collectively performed the complained-of acts (see, e.g., SAC ¶¶37, 40, 43–45, 50, 54–60, 100–101). Defendants point out that under *Principia Partners LLC v. Swap Fin. Grp., LLC*, 194 AD3d 584, 584 (1st Dept 2021), a complaint is improper group pleading if it "failed to distinguish between the [entities] and was an improper group pleading." By lumping all parties together, plaintiff has allegedly deprived each defendant of "notice of the material elements of each cause of action" as required by CPLR § 3013. For this reason as well, defendants say, the amendment should be denied as "palpably insufficient and clearly devoid of merit" (see Barlow v. Skroupa, 221 AD3d 482 [1st Dept 2023]).

Defendants rely on *Perrotti, supra* (leave to amend denied where amendment is palpably insufficient), and on *Bisono v. Mist Enters., Inc.*, 231 AD3d 134, 140 (2d Dept 2024) (an amendment adding time-barred claims is not "devoid of merit" if relation-back can save them). They argue that here neither relation-back nor jurisdiction is satisfied, and that the group-pleading

defect is fatal. Defendants do not claim any other prejudice besides the statute– and jurisdiction-based grounds.

DISCUSSION

A. Amendment Standard (CPLR § 3025[b])

Under CPLR § 3025(b), leave to amend a pleading "shall be freely given" upon such terms as may be just, so long as the proposed amendment is not "palpably insufficient or patently devoid of merit" and will not cause undue prejudice or surprise to the opponent. The courts apply a liberal policy: a party need not demonstrate that its new allegations will prevail, only that they are arguable and do not fall within one of the narrow exceptions. Here, none of the so-called "rare circumstances" warranting denial (e.g. prejudice, dilatory motive, bad faith, or complete futility) is inherently established on this record. The sole issues are whether the proposed claims are time-barred or otherwise futile, whether personal jurisdiction is lacking, and whether the pleading itself is deficient. These issues will be addressed in turn.

B. Statute of Limitations and CPLR § 203(f) (Relation-Back)

The parties agree that the statute of limitations would bar all of the proposed claims if they were deemed new. However, CPLR § 203(f) provides that an amendment adding new parties or claims is deemed interposed when the original action was commenced, if the original pleading gave notice of the transactions to be proved and the amendment does not assert wholly unrelated claims. As the Court of Appeals held in *Buran v. Coupal*, 87 NY2d 173, 178–79 (1995), the relation-back doctrine under CPLR § 203(f) applies when: (1) both the original and amended claims arise out of the "same transaction, occurrence or series of transactions or occurrences" (*Matter of Nemeth v. K-Tooling*, 40 NY3d 405 [2023]); (2) the party to be added is "united in interest" with the existing defendant so that they stand or fall together; and (3) the new party "knew or should have known that but for plaintiff's mistake, it would have been named as a party" (*Matter of Nemeth, supra*). These elements are liberally construed to avoid forfeiture of meritorious claims. Notably, whether the plaintiff's omission was "excusable" is not a separate requirement – the focus is on notice to the new defendant (*Matter of Nemeth, supra*). Moreover, courts refuse to allow the doctrine where the plaintiff deliberately omitted a known defendant or waited for tactical reasons (*id*.).

Here, these relation-back criteria are satisfied. First, the proposed claims plainly arise from the same transactions as alleged in the FAC. A "bare perusal" of the pleadings shows that both the FAC and the proposed SAC concern plaintiff's 2017 Porsche lease transaction, the surrender of his prior BMW lease, and related financing and misrepresentation issues. For example, both complaints describe (a) the original lease of a 2017 Porsche (see FAC ¶¶5, 12–15; SAC ¶¶25, 29–31), (b) the return and payoff of the 2015 BMW lease (FAC ¶¶6–8, 10, 12–13; SAC ¶¶32–36), (c) the alleged forgery of plaintiff's signature on a loan document (FAC ¶¶8–9; SAC ¶¶44–45), and (d) misrepresentations about credits or payments on the BMW (FAC ¶¶13–14; SAC ¶¶37–40). These overlapping allegations all arise from the same core dealership transactions in late 2016 and early 2017. Thus the first prong of *Buran* is satisfied.

Second, the proposed new defendants are "united in interest" with the original defendants. Under *Matter of Nemeth v. K-Tooling*, 40 NY3d 405, 415 (2023), parties' interests are united if they "stand or fall together" in relation to the subject matter. Plaintiff's SAC alleges extensive corporate affiliation among the entities. PCNA and MMC are parties to a Dealer Sales and Service Agreement (DSSA) (SAC ¶19). Plaintiff alleges on information and belief that PEI, PFS, PLL and/or Porsche AG are parties to the same lease or assignment for MMC's dealership premises (SAC ¶20), that some or all of these entities "work inside" MMC's principal place of business (SAC ¶21), and that they have contracts or agreements among one another (SAC ¶22). These allegations, borne out by Head's testimony, show that the entities operate as a coordinated enterprise with MMC and PCNA. For instance, Head testified that PLL is a subsidiary of PFS and that Porsche-related leases ultimately flow through these corporate channels. In light of this interlocking structure, it is reasonable to infer that each of PEI, PFS, PLL and Porsche AG had an interest in the same transaction and would be affected by its outcome. They thus "stand or fall together" with PCNA and MMC.

Third, there is strong indication that the new defendants had notice of the action or would have known of their potential involvement. Given their close affiliation, it is fair to infer that each would have known that they were part of the same enterprise dealing with plaintiff. Indeed, the proposed SAC itself alleges facts that would alert these entities to the case (see SAC ¶¶19–22). Head's testimony bolsters this inference: he explained the operational ties among the entities and how Porsche AG's U.S. affiliates handle customer transactions. In short, nothing suggests that plaintiff intentionally withheld these parties; on the contrary, the information only came to light through discovery. As the Court of Appeals recently emphasized, absent deliberate strategy, a plaintiff's "mistake" in failing to name a party is excusable so long as the added party knew or should have known that, but for the mistake, it would have been named (*Matter of Nemeth*, 40 NY3d at 412). Here, each of PFS, PEI, PLL and Porsche AG can be charged with notice of the pertinent facts and the existence of this lawsuit. In view of the above, the *Buran* test is met for all claims against the new defendants (and, by the same token, for the additional claims against the original defendants, since they arise from the same transactions as those in the FAC).

Defendants argue that the amendment is still time-barred because plaintiff's lack of knowledge was not "excusable." But *Buran* itself held that the inquiry is whether the plaintiff's omission was deliberate or strategic – mere ignorance is not fatal. Courts no longer require the plaintiff to have an "excusable" mistake; rather, once the *Buran* criteria are met, the amended claims "relate back" to the date of the original pleading (see generally *Matter of Nemeth*, *supra*). Defendants point to no evidence of gamesmanship. Indeed, the deposition record shows that defendants' repeated discovery delays prevented plaintiff from learning the identities of the additional parties until September 2024. Plaintiff moved shortly thereafter. In these circumstances, the relation-back doctrine applies and none of the proposed claims is time-barred.

C. Personal Jurisdiction (CPLR 301 and 302)

Even assuming the amendment is timely under CPLR § 203(f), the court must consider whether it is "futile" to add defendants over whom no jurisdiction exists. Under CPLR § 3025(b), leave is appropriate only if the amended pleading is not palpably insufficient. Lack of jurisdiction

would render the claims against those defendants legally ineffectual. Here, plaintiff has not shown any basis for personal jurisdiction over PFS, PEI, PLL or Porsche AG.

Under CPLR § 301(1), an individual or corporation is subject to general jurisdiction only if it is incorporated or has its principal place of business in New York (*Brocco*, 211 AD3d at 628; *Aybar v. Aybar*, 37 NY3d 274, 289 [2021]). Defendants concede that each of PEI, PFS and PLL is a Delaware corporation with a principal office in Georgia, and Porsche AG is a German corporation. None falls under CPLR § 301. Nor does the assertion that any "transacts business" here invoke general jurisdiction; as *Brocco* and *Licci* teach, only the paradigmatic forms of presence (incorporation or PPB) qualify. Therefore, the court lacks general jurisdiction over these entities.

Plaintiff's only hope is specific jurisdiction under CPLR § 302. Under § 302(a)(1), jurisdiction exists if (a) the defendant transacted business in New York and (b) the cause of action arose from that transaction. To satisfy (a), there must be "purposeful availment" in the state. Here, the SAC allegations concerning the proposed defendants' activities in New York are conclusory and vague. They include beliefs that PEI, PFS, PLL and Porsche AG "work inside" MMC's New York facility and have "minimum contacts" with New York. Such generic allegations fall far short of the substantial in-state activities required. Courts routinely hold that mere corporate affiliations, property leases or minimal contacts do not equal "transacting business" in the sense of CPLR § 302(a)(1) (see *Kreutter v. McFadden Oil Corp.*, 71 NY2d 460, 465–66 [1988]). Crucially, plaintiff has not identified any specific deal or agreement entered into by PFS, PEI, PLL or Porsche AG in New York, nor any act by them in New York that gave rise to these claims. Without such allegations, the first prong of CPLR § 302(a)(1) is not met. Even if it were, plaintiff's claims must "arise from" the in-state transaction. Plaintiff's causes of action concern the sale and financing of a Porsche vehicle and related fraud – transactions that appear to have occurred in New York but were conducted by MMC and PCNA. Any incidental New York contacts of PFS or PEI (e.g. contracting with MMC at that address) are too attenuated to give rise to the contractual and tort claims here. In short, the proposed defendants did not "purposefully avail" themselves of the privilege of New York law in a way that would satisfy CPLR § 302(a)(1).

Under CPLR § 302(a)(4), a defendant "owns, uses or possesses any real property" in New York, and the cause of action arises from that ownership, then jurisdiction exists. Defendants note that plaintiff alleges the proposed defendants are parties to MMC's lease of the 270 Eleventh Avenue premises (SAC ¶20–21). Even assuming *arguendo* that PFS or PLL technically "own" or "use" that property, CPLR § 302(a)(4) still does not help plaintiff. It is black-letter law that a mere interest in the landlord's or tenant's property – unrelated to the lawsuit – cannot confer jurisdiction. For example, in *Karam*, 197 AD3d at 1042, *supra*, the Appellate Division, First Department, held that a defendant's indirect property ownership and business interests in New York "cannot serve as bases" for jurisdiction over claims that have no nexus to that property. Here the subject matter (an automobile lease and related contracts) has no connection to the ownership of the dealership real estate. Accordingly, even if PLL or PFS is the record landlord, CPLR § 302(a)(4) would not make the court the proper forum for these disputes.

The Appellate Division, First Department, has similarly rejected attempts to bootstrap jurisdiction by alleging corporate parent–subsidiary relationships without more. Plaintiff's notion

that Porsche AG "does business throughout New York" as the ultimate parent is nothing but a legal conclusion. Absent a showing that Porsche AG itself engaged in the transaction at issue, its "contacts" via affiliates are disregarded (see *Licci*, 20 NY3d at 337–38). Here there is no allegation that Porsche AG personally sent employees or executed agreements in New York.

In sum, plaintiff has failed to allege any facts that would subject PFS, PEI, PLL or Porsche AG to New York's long-arm jurisdiction. The proposed SAC contains none of the detail required to satisfy CPLR §§ 302(a)(1) or (4). As such, adding those defendants would be futile: the Court simply cannot exercise jurisdiction over them. This is a fatal flaw: any judgment against non-jurisdictional parties would be void. Accordingly, to the extent plaintiff seeks to join these entities as defendants, the motion must be denied. Conversely, this jurisdictional defect does not affect plaintiff's claims against MMC, PCNA or John Doe 1, which remain properly before the court.

D. Group Pleading (CPLR § 3013)

Even if leave were granted, the proposed Second Amended Complaint suffers from a pleading deficiency. CPLR § 3013 requires that the plaintiff set forth in the complaint the "material elements of the cause of action" and give each defendant notice of the "transactions or occurrences" to be proved. It is impermissible to lump multiple defendants together in generic allegations. Here, paragraph 18 of the SAC defines a group "Defendants" comprising all seven entities (the two original defendants, the four proposed corporate defendants, and John Doe 1 and John Doe 2). The body of the pleading then repeatedly refers to "the Defendants" collectively, without specifying which defendant performed which act (see e.g. SAC ¶¶37, 40, 43–45, 50, 54–60, 100–101). This is textbook group pleading.

New York courts have condemned this practice. In *Principia Partners LLC, supra*, the Appellate Division, First Department, affirmed dismissal of a complaint that "failed to distinguish between the [defendants] and was an improper group pleading." More recently, the Appellate Division, First Department, affirmed dismissal of a fraud claim where the complaint pled the claim against "all defendants collectively" without attributing any misrepresentation to a particular defendant, depriving them of notice of the material elements of each cause of action (see *Barlow*, *supra*). Here too, by attributing all conduct generally to "the Defendants," plaintiff has deprived each party of fair notice under CPLR § 3013. Such a pleading is "palpably insufficient." It will have to be corrected if any amended complaint is filed.

E. Impact of Discovery Delays and Timing of Motion

Plaintiff's motion comes nearly eight years after the original action was filed. Defendants suggest this delay is unreasonable. But plaintiff's papers explain that no less than three of the proposed defendants (PFS, PEI, PLL) were not identified until Head's September 2024 deposition, and that defendants' own failure to cooperate had postponed that deposition for many months. Delay attributable to the nonmoving party may warrant leniency. In any event, plaintiff promptly moved once the new information emerged. The court sees no dilatory motive or gamesmanship by plaintiff. Nor have defendants claimed any actual prejudice from the passage of time; their opposition focuses solely on legal defects. In the absence of demonstrable prejudice, delay alone is not a ground to deny leave to amend.

In relation-back cases, courts also consider whether the omission of a new party was a true "mistake" or a deliberate tactic. Here the circumstances suggest it was the former. The new defendants' identities became apparent only through deposition evidence, not through plaintiff's neglect. Under *Buran*/*Nemeth*, this favors permitting the amendment.

CONCLUSION

In sum, plaintiff has shown that the proposed amendments relate to the same transaction as the original complaint and that the new parties are sufficiently connected so as to satisfy the relation-back doctrine. There is no evidence of intentional omission or bad faith. Therefore, the proposed claims are not barred by the statute of limitations. However, plaintiff has not established personal jurisdiction over PFS, PEI, PLL or Porsche AG. Because those entities are neither incorporated nor doing business in New York and no in-state transaction by them is alleged, the court cannot properly entertain claims against them. Attempting to join them would be futile. Finally, the proposed pleading in its current form is defective for impermissible group pleading.

Accordingly, plaintiff's motion for leave to amend is granted in part and denied in part. The motion is granted as to adding John Doe 2 and the three additional causes of action asserted against the original defendants (claims for negligent supervision, fraud and negligent misrepresentation). Plaintiff is directed to submit an amended complaint asserting those claims against the existing defendants only. In doing so, plaintiff must replead the allegations with specificity and must not lump the defendants together – each defendant's conduct must be pleaded in separate numbered paragraphs consistent with CPLR § 3013. The motion is denied with respect to adding Porsche Financial Services, Inc., Porsche Enterprises, Inc., Porsche Leasing Ltd., and Dr. Ing. h.c. F. Porsche AG, as the Court lacks personal jurisdiction over those entities. The Clerk is directed to (a) remove PFS, PEI, PLL and Porsche AG from the caption of the case, and (b) file the amended complaint (upon its timely submission) without those parties. No prior versions of the complaint against the removed parties shall be deemed timely.

As such, it is hereby

ORDERED that plaintiff's motion, pursuant to CPLR§ 3025(b), for leave to amend the complaint is granted in part and denied in part; and it is further

ORDERED that the motion is granted to the extent that plaintiff is permitted to add John Doe 2 as a defendant and to assert the additional causes of action for negligent supervision, fraud, and negligent misrepresentation against the existing defendants Manhattan Motor Cars, Inc., Porsche Cars North America, Inc., and John Doe 1; and it is further

ORDERED that plaintiff shall, within twenty (20) days of the date of this decision and order, serve and file a Second Amended Complaint limited to the claims and parties permitted herein; and it is further

ORDERED that the Second Amended Complaint shall plead the allegations with specificity and shall not employ group pleading, and shall instead set forth, in separate numbered

paragraphs consistent with CPLR § 3013, the specific conduct alleged as to each defendant; and it is further

ORDERED that the motion is denied to the extent that plaintiff seeks to add Porsche Financial Services, Inc., Porsche Enterprises, Inc., Porsche Leasing Ltd., and Dr. Ing. h.c. F. Porsche AG as defendants, as this court lacks personal jurisdiction over those entities; and it is further

ORDERED that the Clerk of the Court is directed to remove Porsche Financial Services, Inc., Porsche Enterprises, Inc., Porsche Leasing Ltd., and Dr. Ing. h.c. F. Porsche AG from the caption of this action; and it is further

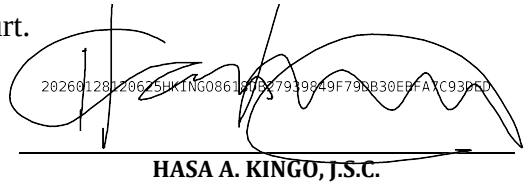
ORDERED that upon timely submission of the conforming Second Amended Complaint, the Clerk shall accept and file the pleading without reference to or inclusion of the removed entities; and it is further

ORDERED that no prior versions of the complaint asserting claims against Porsche Financial Services, Inc., Porsche Enterprises, Inc., Porsche Leasing Ltd., or Dr. Ing. h.c. F. Porsche AG shall be deemed timely or operative; and it is further

ORDERED that the parties shall contact the court, by email to SFC-Part65@nycourts.gov and SFC-Part-65-Clerk@nycourts.gov, no later than 3:00 p.m. (EST) on the same date as their appearance in Part 40, to advise the court of the status of the matter following that appearance; and it is further

ORDERED that failure to comply with the directives set forth herein may result in dismissal of the subject claims, without further order of the court.

This constitutes the decision and order of the court.



01/28/2026
DATE

HASA A. KINGO, J.S.C.

CHECK ONE:		**CASE DISPOSED**			**X**	**NON-FINAL DISPOSITION**	
		GRANTED		**DENIED**	**X**	**GRANTED IN PART**	**OTHER**
APPLICATION:		**SETTLE ORDER**				**SUBMIT ORDER**	
CHECK IF APPROPRIATE:		**INCLUDES TRANSFER/REASSIGN**				**FIDUCIARY APPOINTMENT**	**REFERENCE**