Goldenberg v Metropolitan Transp. Auth.
2026 NY Slip Op 30322(U)
January 27, 2026
Supreme Court, New York County
Docket Number: Index No. 159096/2022
Judge: Richard Tsai
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SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: **HON. RICHARD TSAI** **PART** **21**

Justice

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JACQUELYN GOLDENBERG, EMELINE LAKROUT and ATHENA SAVIDES,

Plaintiffs,

- v -

METROPOLITAN TRANSPORTATION AUTHORITY, JANNO LIEBER, NEW YORK CITY TRANSIT AUTHORITY, CITY OF NEW YORK and DEMETRIUS CRICHLOW,

Defendants.

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INDEX NO. 159096/2022

MOTION DATE 08/05/2025

MOTION SEQ. NO. 004-005

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 004) 63-80, 92, 94, 106 were read on this motion to/for SUMMARY JUDGMENT (AFTER JOINDER).

The following e-filed documents, listed by NYSCEF document number (Motion 005) 81-90, 93, 95-105, 107 were read on this motion to/for VACATE/LIFT – STAY.

In this putative class action, plaintiffs allege that defendants violated the New York City Human Rights Law (NYCHRL), in that the presence of large vertical and horizontal gaps between subway platforms and train cars, as well as the lack of safety features on platforms, deny access to the subway system to people with mobility and visual disabilities.

Defendants Metropolitan Transportation Authority (MTA), Janno Lieber, New York City Transit Authority (NYCTA) and Demetrius Crichlow (collectively, the Transit Defendants) now move for summary judgment (Seq. No. 004) on the grounds that this action is barred by a court-approved settlement agreement of two prior class action lawsuits, *Center for Independence of the Disabled, New York, et al. v. MTA et al.*, No. 153765/2017 (the "State Action") and *De La Rosa et al. v. MTA et al.*, No. 19-cv-4406 (ER) (SDNY) (the "Federal Action") (collectively, the Prior Actions) (see exhibit A in support of motion [NYSCEF Doc. No. 66], the Settlement Agreement in the Prior Actions). Alternatively, the Transit Defendants argue that, in the event the court does not find that the settlement agreement bars this action, the court should nevertheless grant summary judgment dismissing the action pursuant to the doctrine of res judicata.

Plaintiffs oppose this motion and have separately moved to lift the stay of discovery, under CPLR 3214, and to compel defendants to provide discovery under the threat of conditional sanctions (Seq. No. 005). Plaintiffs' motion to lift the stay and

compel discovery is opposed by both the Transit Defendants and defendant City of New York.

On August 5, 2025, oral argument via MS Teams was held on the stenographic record (Vanessa Miller, court reporter) (*see* NYSCEF Doc. Nos. 106 & 107).

DISCUSSION

I. Motion for Summary Judgment by the MTA Defendants (Seq. No. 004)

> "To prevail on a motion for summary judgment, the movant must make a prima facie showing by submitting evidence that demonstrates the absence of any material issues of fact. Once that initial showing has been made, the burden shifts to the opposing party to show there are disputed facts requiring a trial. All facts are viewed in the light most favorable to the non-moving party" (*Nellenback v Madison County*, 44 NY3d 329, 334 [2025] [internal citations omitted]).

Here, as counsel for the MTA Defendants explains, in 2017, a lawsuit was filed in this court, captioned *Center for Independence of the Disabled v Metropolitan Transportation Authority*, No. 153765/2017 (the State Action). There, the complaint alleged that the putative class-action suit was intended to "challenge[] the systemic, discriminatory exclusion of people with mobility and other disabilities affecting their capacity to use stairs from the New York City subway system" (exhibit B in support of motion Seq. No. 004 [NYSCEF Doc. No. 67], State complaint ¶ 1). Specifically, the plaintiffs in the State action alleged that defendants MTA, NYCTA and defendant City of New York (the City)—as well as various defendants who were sued in their official capacities and are not part of this suit—violated the New York City Human Rights Law (NYCHRL) by "failing to operate" the subway system "so that it is readily accessible and usable by people who cannot use stairs due to disability" (*id*. ¶¶ 139-140).

About a couple years later, in 2019, another putative class action lawsuit was filed in federal court, captioned *De La Rosa v Metropolitan Transportation Authority*, No. 19-cv-4406 (ER) (SDNY) (the Federal Action). In the Federal Action, the plaintiffs—who included many of the same organizations as the state action but different individuals—asserted that they were bringing their action to "challenge[] Defendants' ongoing discriminatory practice of renovating New York City subway stations without installing elevators or other stair-free routes in blatant violation of the Americans with Disabilities Act ('ADA')" (exhibit C in support of motion Seq. No. 004 [NYSCEF Doc. No. 68], Federal complaint ¶ 1). Specifically, the plaintiffs in the Federal action asserted that defendants MTA, NYCTA and defendant City of New York (the City)—as well as various defendants who were sued in their official capacities and are not part of this suit—violated the ADA, Section 504 of the Rehabilitation Act of 1973 (29 USC § 794), and the NYCHRL by their "persistent failure to install elevators or a stair-free accessible route (or to seriously evaluate the feasibility of doing so) when renovating stations or station pathways in a way that affects usability" (*id*. ¶¶ 197).

The State Action and Federal Action (collectively, the Prior Actions) were both resolved pursuant to a settlement agreement dated June 22, 2022 (exhibit A in support of motion Seq. No. 004 [NYSCEF Doc. No. 66], the Settlement Agreement). Pursuant to the Settlement Agreement, the defendants in the Prior Actions agreed to "commit to maximizing the number of Accessible Stations", with an "Accessible Station" defined as "a New York City subway station" that has "one or more stair-free paths of travel and such other types of accessibility improvements that the Transit Defendants undertake to ensure compliance with the ADA when elevators or ramps are added to a subway station to create a stair-free path of travel" (*id*. § 2). Section 16 of the Settlement Agreement, titled "Timing and Milestones" sets forth the parties agreed-upon expectations for increasing the number of "Accessible Stations," with 85 Accessible Stations to be added by 2035, 90 more to be added by 2045 and another 90 to be added by 2055 (*id*. § 16).

As the Transit Defendants point out in this litigation, in exchange for this commitment, the plaintiffs in the Prior Actions agreed to release "'any and all' of their claims, 'known or unknown,' that 'could have been asserted in [] the [Prior] Actions and that relate to providing stair-free paths of travel,' or that seek any relief requiring the Transit Defendants 'to provide any stair-free paths of travel in New York City subway stations'" (memorandum of law in support of Motion Seq. No. 004 [NYSCEF Doc. No. 64] at 2, quoting Settlement Agreement § 20 [emendation in original]). The Settlement Agreement defined the members of the plaintiff class settling their claims ("the Settlement Class") as "all people whose disabilities make the use of stairs difficult or impossible and who require stair-free paths of travel in the New York City subway system" (Settlement Agreement § 19).

As mentioned, the Transit Defendants now argue that this court should award them summary judgment dismissing the complaint as against them on the grounds that this action is barred by the Settlement Agreement, or in the alternative, if not barred by the Settlement Agreement, pursuant to the doctrine of res judicata.

A. Whether the present action is barred by the Settlement Agreement in the Prior Actions

"[A] settlement agreement is a contract and its meaning must be discerned under several cardinal principles of contractual interpretation" (*Brad H. v City of New York*, 17 NY3d 180, 185-86 [2011]).

> "In New York, our general contract interpretation principles are well established. The fundamental, neutral precept of contract interpretation is that agreements are construed in accord with the parties' intent and the best evidence of what parties to a written agreement intend is what they say in their writing. Where a contract was negotiated between sophisticated, counseled business people negotiating at arm's length,

courts should be especially reluctant to interpret an agreement as impliedly stating something which the parties specifically did not include.

Evidence outside the four corners of the document as to what was really intended but unstated or misstated is generally inadmissible to add to or vary the writing. Extrinsic or parol evidence is admissible only if a court finds an ambiguity in the contract; such evidence is not admissible to create an ambiguity in a written agreement which is complete and clear and unambiguous upon its face. A contract's silence on an issue does not create an ambiguity which opens the door to the admissibility of extrinsic evidence to determine the intent of the parties. More to the point, an ambiguity never arises out of what was not written at all, but only out of what was written so blindly and imperfectly that its meaning is doubtful. Determining whether a contract is ambiguous is an issue of law for the courts to decide. Under our established standards, a contract is unambiguous if the language it uses has a definite and precise meaning, unattended by danger of misconception in the purport of the agreement itself, and concerning which there is no reasonable basis for a difference of opinion. Ambiguity in a contract arises when the contract, read as a whole, fails to disclose its purpose and the parties' intent, or when specific language is susceptible of two reasonable interpretations. Consistent with New York law, a written agreement that is complete, clear and unambiguous on its face must be enforced according to the plain meaning of its terms" (*Donohue v Cuomo*, 38 NY3d 1, 12-13 [2022] [internal quotation marks, citations, and emendation omitted]).

1. Whether the plaintiffs are part of the Settlement Class in the Prior Actions

Here, there is no ambiguity. The Settlement Class in the Prior Actions was defined as "people whose disabilities make the use of stairs difficult or impossible and who require stair-free paths of travel in the New York City subway system" (Settlement Agreement § 19).

In contrast, this action has been brought by

"New Yorkers with mobility and visual impairments who have either been forced to abandon the use of the subway because they cannot bridge horizontal gaps (the horizontal distance between the subway platform and the subway car threshold) or vertical gaps (the vertical distance between the subway platform and the subway car threshold) (together referred to as the "gaps") between platforms and subway cars, or who are forced to navigate hazardous conditions as a result of these gaps" (exhibit J in support of Motion Seq. No. 004 [NYSCEF Doc. No. 75], complaint ¶ 3).

Plainly, gaps are different than stairs, and, stair-free paths of travel do not include gap-free paths of travel.

As plaintiffs' counsel points out, "A 'stair' is 'a series of steps or flights of steps for passing from one level to another,' … while a 'gap' is 'a separation in space'" (memorandum of law in opposition to Motion Seq. No. 004 and in support of Motion Seq. No. 005 [NYSCEF Doc. No. 82] at 15, quoting Merriam Webster's Dictionary [11th ed 2014]). Naturally, the court agrees with plaintiff's counsel that it would "def[y] logic" to equate stairs with gaps, and to equate stair-free paths of travel with gap-free paths of travel (*id*.). Thus, it cannot reasonably be argued that the putative class here is the same as the Settlement Class in the Prior Actions, as the plain terms of the Settlement Agreement make clear that the Settlement Class was different than the plaintiffs' putative class here.

Further, the Transit Defendants' argument that plaintiffs in this action are all part of the settlement class in the Prior Actions is contradicted by the allegations of the complaint. For example, plaintiff Emeline Lakrout is a now-roughly 27-year-old rock-climbing enthusiast (complaint ¶ 96). As plaintiffs' counsel asserted at oral argument, Lakrout arguably "can climb stairs better than anyone on this call" (oral argument tr at 24, lines 8-11). Nonetheless, as alleged in the complaint, because Lakrout is blind—walking with the assistance of a cane and service dog—she faces difficulty and danger using the subway given that she could inadvertently fall into a gap or "her service dog's paw [could] get caught in the gaps, or both" (complaint ¶ 93).

While there might be some overlap between the Settlement Class and the putative class members here,[1] that overlap does not justify reinterpreting the plain meaning of "people whose disabilities make the use of *stairs* difficult or impossible and who require *stair-free* paths of travel in the New York City subway system" (Settlement Agreement ¶ 19 [emphasis added) into "people whose disabilities make the use of *subway gaps* difficult or impossible and who require *gap-free* paths of travel in the New York City subway system."

Furthermore, as plaintiffs point out, in addition to this action being about fundamentally different types of obstacles to accessibility from those in the Prior Actions, the location of the obstacles are fundamentally different: the Prior Actions involved staircases are at various points leading to the subway platform, whereas this action involves the gaps between the platform and the train (memorandum of law in opposition to Motion Seq. No. 004 and in support of Motion Seq. No. 005 at 16 n 10).[2]

[1] For example, plaintiff Jacquelyn Goldenberg is "a 78-year-old woman" with "osteoarthritic knees" who admittedly "struggles with stairs" (complaint ¶¶ 86-87).
[2] Indeed, when the court asked counsel for Transit Defendants for "any examples where there are stairs at stations that are used to directly access a train" during oral argument, counsel for Transit Defendants stated that he was not aware of any (Oral Argument [NYSCEF Doc. No. 106] at 39, lines 3-8).

2. Whether plaintiffs' claims were released by the Settlement Agreement in the Prior Actions

Preliminarily, given that the plaintiffs' putative class here is different than the Settlement Class in the Prior Actions, it cannot be said that the present claims were released in the Prior Actions (*see* 2 McLaughlin on Class Actions § 6:10 [22nd ed] ["Generally, non-parties and non-settling defendants lack standing to object to most provisions of a partial settlement, because their rights are usually not affected by the settlement"]). In any event, this court would not find that the present claims were released.

The relevant portion of Settlement Agreement, titled "Plaintiffs' Release," states that the Settlement Class released the Transit Defendants of any claims that:

> "(a) were asserted in any of the Actions;
> (b) could have been asserted in any of the Actions and that relate to providing stair-free paths of travel in New York City subway stations;
> (c) seek as relief, in whole or in part, an order requiring the Defendants to modify any subway station to add an elevator or otherwise provide stair-free paths of travel in New York City subway stations, whether or not due to or as part of any station renovation or other alteration; or
> (d) otherwise seek any type of equitable, injunctive or declaratory relief requiring Defendants to provide any stair-free paths of travel in New York City subway stations, provided that nothing set forth in this provision will release any claims relating to the enforcement of this Agreement"
> (Settlement Agreement § 20 [spacing added]).

Clearly, claims related to gaps and gap-free routes of travel were not asserted in the Prior Actions. Further, even if one were to accept Transit Defendants' argument that the claims in this action could have been brought in the prior action, the claims in this action clearly do not "relate to providing stair-free paths of travel in New York City subway stations"—they relate to providing gap-free paths of travel (*id*. § 20 [b]). Moreover, the present claims do not relate to "add[ing] an elevator" or otherwise "provid[ing] any stair-free paths of travel in New York City subway stations" (*id*. § 20 [c]-[d]). Indeed, rather than attempting to resolve every possible issue posed by every possible obstacle in subway stations, the intent of the parties in the Prior Actions was to limit the scope of the Settlement Agreement to a specific type of obstacle: stairs.

Nonetheless, the Transit Defendants would argue that this court's plain reading of the Settlement Agreement is gravely mistaken and, rather, that "the plain meaning of 'stair-free paths of travel' under the Settlement can mean only one thing: unobstructed paths of travel into subway stations and onto subway cars for individuals with disabilities, including platform gaps" (memorandum of law in support of Motion Seq. No. 004 at 13). In doing so, the Transit Defendants essentially argue that the Settlement Agreement "explicitly incorporated the ADA's requirements for 'other . . . accessibility

improvements'" and thus interpreting the meaning of "stairs" and "stair-free paths of travel" must be done in reference to the ADA and regulations promulgated by the U.S. Department of Transportation, implementing the ADA (*id*. at 13-14).

Notably, the Settlement Agreement does not define either of those terms, and neither does the Settlement Agreement direct that these terms should be defined by a specific provision of the ADA or a specific DOT regulation. Likewise, the sections of the ADA and DOT regulations cited by the Transit Defendants also do not define "stairs" or "stair-free paths of travel" (*id*. at 13-14, citing 42 USC § 12142, 28 CFR 35.151 [b] [4] & 49 CFR 37.43 [d]). In contrast, there are multiple instances where the Settlement Agreement explicitly defines a term within its four corners (*see e.g.* Settlement Agreement § 17 [a] [i] [defining "Qualifying Station Project"] or states that a certain term "will be defined in accordance with its definition in the ADA and its implementing regulations" (*id*. § 17 [c] [i] [defining "feasible"]).

Thus, given that the parties in the Prior Actions defined terms in the Settlement Agreement—either expressly or by reference—that they did not define "stairs" or "stair-free paths of travel" further supports the conclusion that they intended for these terms to have their plain and ordinary meaning: i.e., respectively, "'a series of steps or flights of steps for passing from one level to another,'" (memorandum of law in opposition to Motion Seq. No. 004 and in support of Motion Seq. No. 005 at 15, quoting Merriam Webster's Dictionary [11th ed 2014]) and paths of travel that are free of stairs (*see McCluskey v Cromwell*, 11 NY 593, 601-02 [1854] ["It is not allowable to interpret what has no need of interpretation, and when the words have a definite and precise meaning, to go elsewhere in search of conjecture in order to restrict or extend the meaning"]).

Thus, plaintiffs' claims were not released by the Settlement Agreement in the Prior Actions.

B. Whether the present action is barred by the doctrine of res judicata

Preliminarily, this court must determine whether to apply federal law or New York state law on this branch of the motion. While the parties argue that the result would be the same regardless of which law is applied, Transit Defendants contend that New York state law should be applied (memorandum of law in support of Motion Seq. No. 004 at 18 n 8; reply memorandum in further support of Motion Seq. No. 004 [NYSCEF Doc. No. 94] at 10), whereas plaintiffs argue that federal law should be applied (memorandum of law in opposition to Motion Seq. No. 004 and in support of Motion Seq. No. 005 at 11-12).

Here, because the Settlement Agreement was approved by a federal judge regarding a federal question claim under the Americans with Disabilities Act, federal law governs questions of res judicata here (*Paramount Pictures Corp.*, 31 NY3d at 69 ["As the United States Supreme Court has instructed, the preclusive effect of a federal-court judgment on a subsequent state court action is determined by federal common law. For

judgments in federal-question cases, the uniform federal rules of res judicata apply"] [internal citations, quotation marks and emendation omitted]).

In the context of class action settlements, "class action releases may include claims not presented and even those which could not have been presented as long as the released conduct arises out of the 'identical factual predicate' as the settled conduct" (*Wal-Mart Stores, Inc. v Visa U.S.A., Inc.*, 396 F3d 96, 107 [2d Cir 2005], *overruling recognized in part on other grounds* in *Moses v New York Times Co.*, 79 F4th 235, 243 [2d Cir 2023]). "An identical factual predicate exists 'where there is a realistic identity of issues between the settled class action and the subsequent suit, and where the relationship between the suits is at the time of the class action foreseeably obvious to notified class members'" (*Jenkins v National Coll. Athletic Conference*, 2025 WL 3625934, at *2 [SDNY Dec. 15, 2025], quoting *TBK Partners, Ltd. v W. Union Corp.*, 675 F2d 456, 461 [2d Cir 1982]). When an identical factual predicate exists, "the paramount policy of encouraging settlements takes precedence" (*TBK Partners, Ltd.*, 675 F2d at 461).

In the context of class actions, courts must additionally be careful in applying res judicata "where to do so would violate due process" (*Hecht v United Collection Bur., Inc.*, 691 F3d 218, 222 [2d Cir 2012]). For example, a proposed general release that purported to strip millions of individuals of their rights to sue the defendants upon a wide range of offenses that had nothing to do with the misconduct alleged in the present action for superficial consideration was held to be offensive to the principle of due process (*see Karvaly v eBay, Inc.*, 245 FRD 71, 88-89 [EDNY 2007]).

Here, there is no identical factual predicate present. As discussed in the prior subsection, the Settlement Class in the Prior Actions was defined as individuals who experience difficulty using stairs and who "require stair-free paths of travel in the New York City subway system" (Settlement Agreement § 19), whereas the putative class here centers on the difficulty plaintiffs experience navigating the gaps between the train and the platform. Moreover, the Prior Actions and the Settlement Agreement were entirely focused on the specific obstacle that stairs presented for the Settlement Class, and did not focus on any other specific obstacle in the subway. Indeed, rather than attempting to resolve every possible issue posed by every possible obstacle in subway stations, the scope of the Settlement Agreement was limited to a specific type of obstacle: stairs.

In arguing that plaintiffs' claims are precluded, the Transit Defendants rely heavily on *Chalmers v NCAA*, (2025 WL 1225168 [SDNY Apr. 28, 2025], *affd*, 25-1307-CV, 2025 WL 3628416 [2d Cir Dec. 15, 2025]), where the putative plaintiff college athletes there were precluded from pursuing their claims "even though the prior case had challenged certain NCAA limits on compensation and benefits, not the exploitation of athletes' Name, Image, and Likeness right" (reply memorandum of law in further support of Motion Seq. No. 004 [NYSCEF Doc. No. 94). However, the *Chalmers* court found that 16 out of 16 named plaintiffs were all members of a prior class action (the *O'Bannon* Class) which essentially sought the same relief as related to Name, Image,

and Likeness right, and that 10 of 16 putative class members were also members of a class (the *Alston* Class) that broadly "'sought to dismantle the NCAA's entire compensation framework,' including 'challenging the rules prohibiting NIL compensation'"(*Chalmers*, 2025 WL 1225168, at *14-16). In short, in *Chalmers*, the prior actions actually involved the same issue that the putative class plaintiffs were complaining about, i.e. "exploitation of athletes' Name, Image, and Likeness right", and there was complete overlap with at least one of the prior Class Actions (*O'Bannon*), and partial overlap with a prior class action (*Alston*) that much more broadly sought to challenge "the NCAA's entire compensation framework" (*Chalmers*, 2025 WL 1225168, at *14-16).

Unlike *Chalmers*, the Prior Actions did not broadly seek to dismantle the entire universe of obstacles that disabled people face in the New York City subway system. As discussed above, the Prior Actions focused only on stairs as the obstacle to accessibility.

Additionally, even if this court were to analyze the issue of res judicata under state law, the result would be the same. Under New York State law, "a class action judgment will as a rule bind only as to matters actually litigated and not necessarily those which merely might have been" (*Hurrell-Harring v State*, 81 AD3d 69, 74 [3d Dept 2011] [internal quotation marks omitted]). Although the Transit Defendants dispute the applicability of *Hurrell-Harring* and attempt to distinguish it, the Transit Defendants do not dispute that issues relating to gaps and its effect on the Settlement Class were not actually litigated in the Prior Actions.

Furthermore, even if this court were to disregard *Hurrell-Harring*—which it does not—under New York State law, "[t]he identity requirement is a 'linchpin of res judicata,' which applies 'only when a claim between the parties has been previously brought to a final conclusion'" (*Gulf LNG Energy, LLC v Eni S.p.A.*, 232 AD3d 183, 189-90 [1st Dept 2024], quoting *Parker v Blauvelt Volunteer Fire Co., Inc.*, 93 NY2d 343, 347 [1999], *lv denied* 44 NY3d 902 [2025]). Again, the court finds that the putative class of plaintiffs here—whose issue concerns gaps between the train and platform—is fundamentally different from the Settlement Class, which was defined as "people whose disabilities make the use of stairs difficult or impossible and who require stair-free paths of travel in the New York City subway system" (Settlement Agreement § 19).

II. Plaintiffs' Motion to Lift the Stay of Discovery and Compel Discovery (Seq. No. 005)

Given that defendants' motion for summary judgment has been decided, the stay of discovery pursuant to CPLR 3214 has now ended. The branch of plaintiffs' motion seeking to lift the stay is denied as academic.

However, given the various delays in the discovery process, largely occasioned by the City's motion to dismiss and then the present motion for summary judgment by

the Transit Defendants, the court directs that the parties resume completion of the remainder of all document productions, including the production of privilege logs.

Pursuant to the preliminary conference order, which was in effect at the time that the Transit Defendants motion for summary judgment was filed, the "[d]eadline for completion of all document productions, including the production of privilege logs" was "Thursday, July 24, 2025" (preliminary conference order [NYSCEF Doc. No. 57] at 3). At the time that the Transit Defendants filed their motion for summary judgment on May 2, 2025, which stayed discovery, there were 83 days left to comply with this deadline. Therefore, upon the filing of a copy of this decision and order with notice of entry, the parties will have 83 additional days to complete document production.

While plaintiffs argue that discovery sanctions are appropriate, plaintiff has not pointed to a single court-ordered discovery deadline that either the Transit Defendants or the City of New York have violated. Indeed, the compliance conference order of February 26, 2025 stated, "Parties are in compliance with deadlines of the preliminary conference order and agreed upon scheduling order of October 24, 2025" (NYSCEF Doc. No. 62). Therefore, the branch of plaintiffs' motion for discovery sanctions is denied.

In addition, the court directs the counsel parties to appear for a virtual status conference on Tuesday, February 17, 2026 at 2:30 p.m. The court encourages the parties to submit a stipulation amending any other deadlines set forth in the preliminary conference order in advance of this conference.

CONCLUSION

Accordingly, it is hereby **ORDERED** that the motion for summary judgment by defendants Metropolitan Transportation Authority (MTA), Janno Lieber, New York City Transit Authority (NYCTA) and Demetrius Crichlow (collectively, the Transit Defendants) for summary judgment, dismissing the complaint (Seq. No. 004), is **DENIED**; and it is further

ORDERED that the motion by plaintiffs to lift the stay of discovery, pursuant to CPLR 3214 (b), and to compel discovery, pursuant to CPLR 3124 and 3126 (Seq. No. 005), is **GRANTED IN PART TO THE EXTENT** that, within 83 days the filing of a copy of this decision and order with notice of entry, the parties shall exchange "all document productions, including the production of privilege logs" (preliminary conference order [NYSCEF Doc. No. 57] at 3), and the motion is otherwise denied; and it is further

ORDERED that counsel for the parties are directed to appear for a virtual status

conference on **Tuesday, February 17, 2026** at **2:30 p.m.** via this MS Teams Meeting Link.

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1/27/2026
DATE

RICHARD TSAI, J.S.C.

CHECK ONE:		**CASE DISPOSED**			**X**	**NON-FINAL DISPOSITION**	
Motion Seq. No. 004		**GRANTED**	**X**	**DENIED**		**GRANTED IN PART**	**OTHER**
Motion Seq. No. 005		**GRANTED**		**DENIED**	**X**	**GRANTED IN PART**	**OTHER**
APPLICATION:		**SETTLE ORDER**				**SUBMIT ORDER**	
CHECK IF APPROPRIATE:		**INCLUDES TRANSFER/REASSIGN**				**FIDUCIARY APPOINTMENT**	**REFERENCE**