

JDWC Fund IV, LLC v Ringel
2026 NY Slip Op 30367(U)
January 30, 2026
Supreme Court, New York County
Docket Number: Index No. 654299/2019
Judge: Joel M. Cohen
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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION PART 03M

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JDWC FUND IV, LLC as assignee of ATALAYA ASSET
INCOME FUND II LLP,

Plaintiff,

- v -

BENJAMIN RINGEL, YAEL RINGEL, BCR REALTY
INVESTMENT II, LLC, SAGG MAIN INV LLC,

Defendants.

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INDEX NO. 654299/2019

MOTION DATE 07/25/2025

MOTION SEQ. NO. 022

**DECISION + ORDER ON
MOTION**

HON. JOEL M. COHEN:

The following e-filed documents, listed by NYSCEF document number (Motion 022) 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 603, 605, 613, 614

were read on this motion for PERMISSION FOR RECEIVER TO FILE BANKRUPTCY.

This motion concerns a long-running attempt by JDWC Fund IV, LLC (“JDWC Fund”), as assignee of Atalaya Asset Income Fund II LP (“Atalaya”), to recover sums due under a promissory note issued to Atalaya by 219 Sagg Main LLC and Superfresh Center Associates LLC and guaranteed by Benjamin Ringel, Yael Ringel (collectively, the “Ringels”), and BCR Realty Investments II, LLC (“BCR”). Specifically, JDWC Fund moves for an order permitting it, as the successor court-appointed receiver for BR Lakewood, LLC (“BR Lakewood”) (NYSCEF 579), to file a petition for bankruptcy on behalf of BR Lakewood and its subsidiaries BCR Gertners LLC (“BCR Gertners”) and BCR 12th Carey Street LLC (“BCR Carey”). The motion is unopposed. For the reasons set forth below, JDWC Fund’s motion is granted.

FACTUAL AND PRODEDURAL BACKGROUND

The history of this action is extensive and does not warrant full repetition here (*see* NYSCEF 589 [Memo. in Support] at 1-13). The following summary is provided for context.

On April 27, 2020, the Court granted Atalaya's motion for summary judgment in lieu of complaint, holding the Ringels and BCR liable under a "Guaranty of the Note and Loan Agreement" (*see* NYSCEF 27 [the "Guaranty"]), which guaranteed repayment of a loan made to Benjamin Ringel's companies, 219 Sagg Main LLC and Superfresh Center Associates LLC (*see* NYSCEF 5 [Note and Loan Agreement]). The companies defaulted within two months of receiving approximately \$10 million in April 2015.

After the guarantors also defaulted, the Court entered judgment against them on October 2, 2020, in the amount of \$13,177,056.64 (*see* NYSCEF 32). Atalaya subsequently foreclosed upon and sold property serving as the collateral for the loan and filed a partial satisfaction of judgment reflecting the sale. That partial satisfaction stated that, as of October 26, 2020, the total outstanding on the judgment, including interest, was \$4,177,056.64 plus additional interest, costs, and fees (*see* NYSCEF 34).

Notwithstanding the judgment, and despite twice being held in contempt, Benjamin Ringel refused to cooperate with post-judgment discovery (*see* NYSCEF 165; NYSCEF 322). On March 8, 2023, the Court granted Atalaya's motion for a charging order against Benjamin Ringel's interests in various entities, including BR Lakewood (*see* NYSCEF 310 ["Charging Order"]). The Charging Order applied to 100% of Benjamin Ringel's interests and was not appealed. Benjamin Ringel nevertheless continued to resist, leading Atalaya to move for turnover of Benjamin Ringel's interests in BR Lakewood and for its appointment as receiver. The Court granted the motion on December 11, 2023 (*see* NYSCEF 511 ["Turnover Order"]).

On or about September 30, 2024, Atalaya assigned, *inter alia*, its right, title, and interest in and to the Guaranty to JDWC Fund (*see* NYSCEF 558; NYSCEF 559). Although JDWC Fund has recovered a portion of the remaining amount still owed under the Guaranty (*see* Memo. in Support at 10),¹ a deficiency remains both to JDWC Fund and to other creditors. JDWC Fund maintains that satisfying this deficiency requires the sale of BR Lakewood's remaining assets, BCR Carey and BCR Gertners. JDWC Fund now seeks permission to file bankruptcy petitions for BR Lakewood and its subsidiaries in order to conduct those sales through a bankruptcy process.

DISCUSSION

To file a bankruptcy petition, an entity must possess the authority to do so (*see In re Quad-C Funding LLC*, 296 BR 135, 141 [2013]). Whether such authority exists ordinarily turns on the state law governing that entity (*Id.* [applying Delaware law to determine authority to file]). Under New York law, a receiver is an officer of the appointing court and, as such, may act only within the scope of authority granted by that court (*see Stokes v Hoffman House of New York*, 46 AD 120, 129 [1899]). Bankruptcy courts have recognized the ability of a receiver to file a bankruptcy petition and, by extension, the court's authority to grant a receiver the authority to do the same (*see e.g., In re Prime Cap. Ventures, LLC*, No. 24 10531, 2024 WL 3517621, at 5-6 [NDNY 2024]).

Here, the Court's original receivership order appointed Atalaya as receiver of BR Lakewood and vested it with "all of the rights and powers provided in [CPLR 5228] to satisfy

¹ As of July 19, 2024, the deficiency claimed due to Atalaya was \$818,856 plus attorneys' fees of \$543,000 (*see* NYSCEF 554 [Pinewood Property Distribution Schedule]).

the judgment in this action” (*see* Turnover Order at 2).² The order did not expressly authorize a bankruptcy filing.

However, based on the unopposed submissions of JDWC Fund, the Court concludes that such authority should be granted so that JDWC Fund may attempt to effectuate the sale of the BR Lakewood properties through the bankruptcy process.³ As JDWC Fund has explained, the prior sale of a related entity, BCR Pinewood Realty, LLC, conducted in New Jersey state court was protracted for more than two years due, *inter alia*, to Benjamin Ringel’s resistance (*see* Memo. in Support at 12-13). The Court thus exercises its discretion to broaden the receiver’s remit to permit JDWC Fund to utilize the bankruptcy process (if permitted by the Bankruptcy Court) to proceed more expeditiously.

Accordingly, it is

ORDERED that JDWC Fund IV LLC’s motion for an order permitting it, as the court-appointed receiver for BR Lakewood, to file bankruptcy petitions on behalf of BR Lakewood and its subsidiaries, BCR Gertners and BCR Carey, is **GRANTED**; and it is further

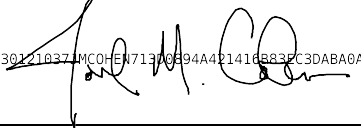
ORDERED that the parties upload a copy of the transcript of proceedings to NYSCEF upon receipt.

² JDWC Fund was substituted as receiver on March 2, 2025 (*see* NYSCEF 579).

³ JDWC Fund submitted a supplementary memorandum of law regarding its ability to file for bankruptcy (*see* NYSCEF 614) and a letter from the court-appointed trustee in Benjamin Ringel’s bankruptcy case in support of its proposed course of action (*see* NYSCEF 613).

This constitutes the Decision and Order of the Court.

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JOEL M. COHEN, J.S.C.

1/30/2026
DATE

CHECK ONE:

CASE DISPOSED

NON-FINAL DISPOSITION

GRANTED

DENIED

GRANTED IN PART

OTHER

APPLICATION:

SETTLE ORDER

SUBMIT ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

FIDUCIARY APPOINTMENT

REFERENCE