

Ballard v MLG 904 Hous. Dev. Fund Corp.
2026 NY Slip Op 30382(U)
January 30, 2026
Supreme Court, New York County
Docket Number: Index No. 160993/2020
Judge: Arlene P. Bluth
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**SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY**

PRESENT: HON. ARLENE P. BLUTH PART 14

Justice

-----X

DAPHNE BALLARD,

Plaintiff,

- v -

MLG 904 HOUSING DEVELOPMENT FUND
CORPORATION, PRECISE REAL ESTATE MANAGEMENT
INC.

Defendant.

-----X

INDEX NO. 160993/2020

MOTION DATE 01/29/2026

MOTION SEQ. NO. 002 003

**DECISION + ORDER ON
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 002) 52, 53, 54, 55, 56, 57, 58, 59, 67, 68, 69, 70, 71

were read on this motion to/for ATTORNEY -
DISQUALIFY/RELIEVE/SUBSTITUTE/WITHDRAW .

The following e-filed documents, listed by NYSCEF document number (Motion 003) 60, 61, 62, 63, 64, 65, 66, 72

were read on this motion to/for ENFORCEMENT .

Motion Sequence Numbers 002 and 003 are consolidated for disposition. Counsel for plaintiff’s motion (MS002) to withdraw decided as described below. Defendant MLG 904 Housing Development Fund Corporation (“MLG 904”)’s motion (MS003) to enforce the settlement is granted.

Background

In this personal injury action, defendant MLG 904 contends that this case settled for \$125,000 on April 10, 2025. It attaches emails showing that MLG 904 was to pay \$105,000 and the remaining defendant was to pay \$20,000 (NYSCEF Doc. No. 66). Then MLG 904 sent

numerous emails inquiring about the execution of the settlement documents (*id.*). It claims that the terms of the settlement were agreed upon and that it has now been more than seven months since the settlement, which was settled at a pre-trial conference before a judge. MLG 904 contends that it wants to compel the enforcement of the settlement agreement and have plaintiff's counsel execute the settlement documents.

Plaintiff did not offer any opposition. Instead, counsel for plaintiff moved separately to get off the case and uploaded a letter asking the Court to decide its withdrawal motion prior to the enforcement application.

Discussion

It is now axiomatic that a settlement agreement can be enforced even if its terms are discussed in emails (*Nash v Walker Mem. Baptist Church, Inc.*, 220 AD3d 595, 596 [1st Dept 2023]). Here, MLG 904 established that there was a settlement at a pre-trial conference and that the parties agreed on all terms. Because plaintiff did not offer any opposition to this motion, MLG 904's assertion is uncontroverted and the Court grants the motion. Plaintiff's counsel is directed to execute the settlement documents.

Although plaintiff's counsel seeks to withdraw, the Court observes that in counsel's affirmation in support of that application, it confirmed that the case settled in open court (NYSCEF Doc. No. 53, ¶ 9). Instead of filing opposition to MLG 904's motion to explain why the settlement could not go forward, counsel for plaintiff uploaded a letter that states that "our office believes that we are in conflict with our representation of the client" (NYSCEF Doc. No. 71). If there is some sort of conflict or, as plaintiff's counsel seems to suggest, privileged information, then plaintiff should have filed opposition explaining how that conflict should compel the Court to deny enforcement of the settlement.

On this record, the Court is left with an unopposed motion to enforce a settlement that plaintiff's counsel agrees was settled in open court and no explanation for why that settlement cannot go forward. A mere disagreement or conflict with the client is not a basis to rip up such a settlement where all material terms were agreed. For instance, if the client no longer wants to accept the settlement that decision is not inherently subject to attorney-client privilege (although the reasons certainly may be privileged). And MLG 904 is now burdened with a case that settled nearly a year ago and that, for reasons no one is aware, has not finalized that settlement. And if plaintiff's attorneys are relieved, there is a good chance that this case will wither away, severely prejudicing both plaintiff and defendants.

Therefore, the Court grants MLG 904's motion to enforce the settlement agreement now and adjourns counsel for plaintiff's motion to withdraw to April 23, 2026 to allow for the execution of the settlement documents. Upon that execution, plaintiff may request the withdrawal motion be moved up. Otherwise, the Court will decide the motion after April 23, 2026.

This is not a case where the papers show that a plaintiff has second thoughts about a settlement and the Court therefore has to ascertain whether a purported settlement is binding. Instead, plaintiff's counsel admits there was a settlement and now, mysteriously wants to get off of the case without explaining why the settlement cannot be executed first. To grant the motion to withdraw first, as counsel for plaintiff requests, puts defendants in an untenable position. They settled the case and now are simply trying to "paper it up." They should not be left in limbo to deal with a self-represented plaintiff based on this record.

Accordingly, it is hereby

ORDERED that defendant MLG 904 Housing Development Fund Corporation's motion (MS003) to enforce the settlement agreement is granted and the settlement documents must be executed on or before February 27, 2026; and it is further

ORDERED that counsel for plaintiff's motion (MS002) to withdraw is adjourned to April 23, 2026.



1/30/2026

DATE

ARLENE P. BLUTH, J.S.C.

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