

Unique Logistics Intl. (NYC), LLC v Steptoe LLP

2026 NY Slip Op 31454(U)

April 8, 2026

Supreme Court, New York County

Docket Number: Index No. 650976/2025

Judge: Phaedra F. Perry-Bond

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This opinion is uncorrected and not selected for official publication.

SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. PHAEDRA F. PERRY-BOND PART 35

Justice

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INDEX NO. 650976/2025

UNIQUE LOGISTICS INTERNATIONAL (NYC), LLC,

MOTION DATE 06/25/2025

Plaintiff,

MOTION SEQ. NO. 002

- v -

STEPTOE LLP F/K/A/ STEPTOE & JOHNSON LLP, LAW OFFICES OF JEFFREY LICHTMAN A/K/A THE LAW OFFICES OF JEFFREY LICHTMAN, JEFFREY HARRIS LICHTMAN D/B/A LAW OFFICES OF JEFFREY LICHTMAN A/K/A THE LAW OFFICES OF JEFFREY LICHTMAN

DECISION + ORDER ON MOTION

Defendant.

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The following e-filed documents, listed by NYSCEF document number (Motion 002) 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 41, 42, 44

were read on this motion to/for DISMISSAL

Upon the foregoing documents, Defendant Steptoe LLC f/k/a Steptoe & Johnson LLP's ("Steptoe") motion to dismiss Plaintiff's Amended Complaint is granted. Plaintiff's cross motion seeking leave to file a Second Amended Complaint is denied.1

I. Background

As alleged in the Amended Complaint, on January 4, 2022, Plaintiff commenced an arbitration (the "Arbitration") against non-party Jett LLC ("Jett") for breach of contract and fraud. Prior to Arbitration, in November of 2021, Plaintiff wired Jett various sums which were to be used to provide Plaintiff with various services related to transferring cargo on aircraft. Around the same time Plaintiff made payments to Jett, Defendant Jeffrey Harris Lichtman d/b/a Law Office of Jeffery Lichtman a/k/a The Law Offices of Jeffrey Lichtman ("Lichtman") received payments

1 Defendant Jeffrey Lichtman writes, pro se, seeking to join Steptoe's motion to dismiss. However, the CPLR requires a motion to dismiss to be made via notice of motion, therefore the Court disregards Mr. Lichtman's improper request for dismissal via letter correspondence.

from Jett. The payments to Lichtman were for legal fees associated with Lichtman's representation of Jett's principal, Barend Oberholzer, in a federal criminal matter pending in the United States District Court for the Southern District of New York (the "Criminal Matter").

Plaintiff further alleges that after the Arbitration was commenced, Jett paid money to Steptoe for legal fees associated with the Criminal Matter. Plaintiff also alleges transfers to several other entities including Infinite Flips, LLC and payments to certain bank accounts in South Africa and Malaysia. Plaintiff now sues Lichtman and Steptoe under the California Uniform Voidable Transactions Act seeking to void the transactions made to Lichtman and Steptoe. In response, Steptoe filed a pre-answer motion to dismiss. Steptoe argues that the Amended Complaint fails to satisfy pleading requirements, which requires that Plaintiff plead Jett's insolvency. Steptoe also argues that Plaintiff fails to allege that Jett failed to receive reasonably equivalent value for the money paid to Steptoe. Moreover, Steptoe argues that Plaintiff failed to plead the requisite badges of fraud with particularity. Plaintiff opposes and cross moves seeking leave to serve a Second Amended Complaint to remedy any potential pleading deficiencies.

II. Discussion

Steptoe's motion to dismiss is granted and Plaintiff's cross motion seeking leave to amend is denied. When reviewing a pre-answer motion to dismiss for failure to state a claim, the Court must give the Plaintiff the benefit of all favorable inferences which may be drawn from the pleadings (*Sassi v Mobile Life Support Services, Inc.*, 37 NY3d 236, 239 [2021]). However, conclusory allegations or bare legal conclusions with no factual specificity are insufficient (*Godfrey v Spano*, 13 NY3d 358, 373 [2009]). A motion to dismiss for failure to state a claim will be granted if the factual allegations do not allow for an enforceable right of recovery (*Connaughton v Chipotle Mexican Grill, Inc.*, 29 NY3d 137, 142 [2017]). Causes of action sounding in fraud

must be pleaded with particularity (*see* CPLR 3016[b]). Leave to amend is freely granted in the absence of prejudice if the proposed amendment is not palpably insufficient as a matter of law (*Mashinsky v Drescher*, 188 AD3d 465 [1st Dept 2020]). A party opposing a motion to amend must demonstrate that it would be substantially prejudiced by the amendment, or the amendments are patently devoid of merit (*Greenburgh Eleven Union Free School Dist. v National Union Fire Ins. Co.*, 298 AD2d 180, 181 [1st Dept 2002]).

The claim for constructive fraud is insufficient as it is supported by barebone and conclusory allegations of insolvency (*see, e.g. Patterson Belknap Webb & Tyler LLP v Marcus & Cinelli LLP*, 227 AD3d 505, 507-508 [1st Dept 2024]; *see also Eagle Eye Collection Corp. v Shariff*, 190 AD3d 600 [1st Dept 2021]). Although Plaintiff tries to remedy this defect through the affidavit of its Chief Executive Officer, Sunandan Ray, this affidavit provides no foundation for Mr. Ray's purported knowledge as to Jett's insolvency. The specific allegations as to insolvency only deal with the amount of money in Jett's Chase bank account, but there are no specific factual allegations as to what, if any, other assets were available to Jett besides the Chase bank account. The allegations of insolvency are further defeated by the fact that money transfers far in excess to those transferred to Steptoe were being transferred to other entities, including a transfer to a bank account in Malaysia worth \$1,710,000.00 (*see* NYSCEF Doc. 29 at ¶ 474).

Moreover, the allegedly fraudulent conveyances to Steptoe were used to pay Steptoe in its efforts to keep Jett's principal out of jail or to minimize his sentence. The reputational and operational damage to Jett incurred by its principal being imprisoned, which the payments to Steptoe sought to avoid, show that the transfers were not fraudulent but for reasonably equivalent value of legal defense costs. Simply put, the conclusory and contradictory allegations are insufficient to sustain a constructive fraudulent transfer claim against Steptoe (*see also Arel*

Capital Partners II LLC v JP Morgan Chase Bank, N.A., 232 AD3d 406, 406 [1st Dept 2024]).

The cross motion seeking leave to amend the constructive fraudulent transfer claim is denied, as the proposed pleading fails to sufficiently remedy the conclusory allegations as to insolvency (*see also Wildman & Bernhardt Const., Inc. v BPM Associates, LP*, 273 AD2d 38, 38-39 [1st Dept 2000]).

The cause of action alleging actual fraudulent conveyance is also insufficient (*see SSC NY Corp. v Computershare Inc.*, 224 AD3d 620, 621-622 [1st Dept 2024]). The Amended Complaint fails to allege with the requisite particularity badges of fraud. The Amended Complaint fails to allege that the Jett retained control over the funds it paid to Steptoe, instead alleging Steptoe accepted payment for its defense of Jett's principal (*see RTN Networks, LLC v Telco Group, Inc.*, 126 AD3d 477, 478 [1st Dept 2015]). Moreover, Plaintiff's conclusory belief that the legal fees were paid without fair consideration is insufficient (*see Jaliman v D.H. Blair & Co. Inc.*, 105 AD3d 646 [1st Dept 2013]). As with the prior cause of action, the proposed Second Amended Complaint fails to remedy these deficiencies (*see also Ailon Automotive Group v Leontiev*, 194 AD3d 537, 539 [1st Dept 2021]). Therefore, the motion to dismiss is granted and the cross motion seeking leave to amend is denied (*Ray v Ray*, 108 AD3d 449, 451-452 [1st Dept 2013] [payment of legal fees to attorneys does not demonstrate circumstances so commonly associated with fraudulent transfers]). While there may be fraudulent conveyance claims against others, the allegations of payments of certain legal fees to Steptoe do not give rise to cognizable claims against Steptoe.

Accordingly, it is hereby,


ORDERED that Defendant Steptoe's motion to dismiss Plaintiff's Amended Complaint is granted, and the Amended Complaint as asserted against Steptoe is hereby dismissed; and it is further

ORDERED that Plaintiff's cross motion seeking leave to serve a Second Amended Complaint is denied; and it is further

ORDERED that within ten days of entry, counsel for Steptoe shall serve a copy of this Decision and Order, with notice of entry, on all parties via NYSCEF.

This constitutes the Decision and Order of the Court.

4/8/26
DATE


HON. PHAEDRA F. PERRY-BOND, 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