

Fadal Law Firm v CSDS Asset Mgt.
2026 NY Slip Op 31600(U)
April 16, 2026
Supreme Court, New York County
Docket Number: Index No. 652599/2022
Judge: Lyle E. Frank
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**SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY**

PRESENT: HON. LYLE E. FRANK PART 11M

Justice

-----X

FADAL LAW FIRM,

Plaintiff,

- v -

CSDS ASSET MANAGEMENT,

Defendant.

-----X

CSDS ASSET MANAGEMENT

Plaintiff,

-against-

BANK OF UTAH

Defendant.

-----X

CSDS ASSET MANAGEMENT

Plaintiff,

-against-

747-8-SAA TRUST

Defendant.

-----X

INDEX NO. 652599/2022

MOTION DATE 12/01/2025

MOTION SEQ. NO. 005

**DECISION + ORDER ON
MOTION**

Third-Party
Index No. 595759/2022

Second Third-Party
Index No. 595054/2023

The following e-filed documents, listed by NYSCEF document number (Motion 005) 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150

were read on this motion to/for SUMMARY JUDGMENT(AFTER JOINDER).

Upon the foregoing documents, the motion is denied.

Background

This motion arises out of a dispute over a private airplane. Under federal law, non-U.S. citizens are not permitted to register aircraft with the Federal Aviation Administration. *See* 49

U.S.C. §44102. Non-party the Bank of Utah is in the business of providing aircraft owner trusts for those who wish to avoid complying with this law. One such aircraft owner trust was established for the benefit of the late Crown Prince Sultan Bin Abdulaziz Al Saud, regarding a Boeing 747 aircraft with MSN 40065 (the “Aircraft”). In its capacity as owner trustee, the Bank of Utah entered into an aircraft purchase agreement (the “APA”) with defendant CSDS Asset Management LLC. Under section 2.2 of the APA, Defendant would be obligated to pay the Bank of Utah a deposit of one million dollars within two business days of the APA, to be applied towards the final closing. Plaintiff alleges upon information and belief that Defendant has not paid that deposit.

In July of 2022, Plaintiff, a Saudi law firm who claims to have been assigned the Bank of Utah’s claims under the APA, commenced this underlying proceeding. Defendant answered, asserting cross-claims, and has brought a third-party complaint asserting claims against the Bank of Utah. Defendant alleges, among other claims, that they placed the deposit money in escrow and that the parties disagreed over whether the deposit money should have been placed in escrow or wired directly to a Saudi bank account.

Standard of Review

Under CPLR § 3212, a party may move for summary judgment and the motion “shall be granted if, upon all the papers and proof submitted, the cause of action or defense shall be established sufficiently to warrant the court as a matter of law in directing judgment in favor of any party.” CPLR § 3212(b). Once the movant makes a showing of a prima facie entitlement to judgment as a matter of law, the burden then shifts to the opponent to “produce evidentiary proof in admissible form sufficient to establish the existence of material issues of fact which require a trial of the action.” *Stonehill Capital Mgt. LLC v. Bank of the W.*, 28 N.Y.3d 439, 448 [2016].

The facts must be viewed in the light most favorable to the non-moving party, but conclusory statements are insufficient to defeat summary judgment. *Id.*

Discussion


Plaintiff brings the present motion for summary judgment on their claim for breach of contract related to the unpaid deposit. In support of their motion, they provided an affidavit from a former employee of the Fadal Law Firm, an officer from the Bank of Utah, emails between various parties, and various documents relating to the aircraft and the relationship between the Bank of Utah and representatives of the estate of the late Prince Sultan Bin Abdulaziz. In opposition, Defendant argues that the Bank of Utah first breached the APA by failing to provide an executed bill of sale for the Aircraft and claim that they never consented to an assignment of claims as required by the APA. They raise issues of champerty and claim that issues of material fact preclude summary judgment at this stage.

The general rule is that a “proponent of a summary judgment motion has the burden of submitting evidence in admissible form demonstrating the absence of any triable issues of fact and establishing entitlement to judgment as a matter of law.” *Kozeli v. Renali Realty, LLC*, 243 A.D.3d 412, 413 [1st Dept. 2025]. Furthermore, “it is axiomatic that summary judgment is a drastic remedy and should not be granted where triable issues of fact are raised and cannot be resolved on conflicting affidavits.” *Brunetti v. Musallam*, 11 A.D.3d 280, 280 [1st Dept. 2004].

Here, there are several reasons why granting summary judgment at this time would be premature. Initially, the Court notes that Plaintiff only ever alleges “upon information and belief” that the deposit was not paid. By their own papers, there are unresolved issues of fact going directly to the matter of Defendant’s alleged breach, thus forestalling summary judgment. Additionally, there are issues of fact going to Plaintiff’s standing here. The APA contains a no

assignments provision, and Defendant claims to have never consented to an assignment of claims by the Bank of Utah. Related to that assignment, Defendant raises the issue of champerty. Under this doctrine and Judiciary Law § 489, a party who takes on an assignment “with the intent and for the purpose of bringing an action or proceeding thereon” is barred from pursuing that action. *Justinian Capital SPC v. WestLB AG, N.Y. Branch*, 28 N.Y.3d 160, 166 [2016]. Defendant here has raised, and Plaintiff has not opposed, issues of fact that would implicate the champerty doctrine. Particularly given the limited nature of discovery that has taken place here and the fact that there have been no depositions of the movant, summary judgment at this time would be premature. *See, e.g., Figueroa v. City of New York*, 126 A.D.3d 438, 439 [1st Dept. 2015]; *Contreras v. MDG Design & Constr. LLC*, 210 A.D.3d 407, 407 [1st Dept. 2022]. Accordingly, it is hereby

ADJUDGED that the motion is denied.


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4/16/2026
 DATE

 LYLE E. FRANK, J.S.C.

CHECK ONE:

CASE DISPOSED
 GRANTED DENIED

NON-FINAL DISPOSITION
 GRANTED IN PART OTHER

APPLICATION:

SETTLE ORDER

SUBMIT ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

FIDUCIARY APPOINTMENT REFERENCE