

Ivanenko v OmniWire, Inc
2026 NY Slip Op 31789(U)
April 24, 2026
Supreme Court, New York County
Docket Number: Index No. 159240/2024
Judge: Kathleen Waterman-Marshall
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SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. KATHLEEN WATERMAN-MARSHALL PART 31

Justice

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INDEX NO. 159240/2024

VADYM IVANENKO, MARHARTYA BULHAR,

MOTION DATE 11/05/2024

Plaintiff,

MOTION SEQ. NO. 001

- v -

OMNIWIRE, INC, OMNIBEK AG, OPTHERIUM
LLC, OPTHERIUM LABS, LLC, SERGE BEKIYANTS,
KARINA BEKIYANTS

DECISION + ORDER ON
MOTION

Defendant.

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The following e-filed documents, listed by NYSCEF document number (Motion 001) 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26

were read on this motion to/for DISMISSAL

Upon the foregoing documents, defendants' motion for an order: dismissing the complaint as against defendants Omnibek AG ("Omnibek") and Karina Bekiyants ("Ms. Bekiyants"), and dismissing the New York Labor Law claims as against all defendants, is denied.

Background

This is an action to recover unpaid wages and damages arising out of alleged employment relationships, the terms of which are set forth in various agreements between different parties. Plaintiffs Vadym Ivanenko ("Mr. Ivanenko") and Marhartya Bulhar ("Ms. Bulhar") claim that they were employed in various capacities from July 2019 through February 9, 2023 by defendants, which consist of related blockchain financial technology companies and two individuals. Defendant Sergio Bekiyants ("Mr. Bekiyants") executed all agreements on behalf of each entity.

Ms. Bulhar's Agreement

On April 1, 2021, Ms. Bulhar entered into a Contractor Agreement with Omnibek, OmniWire Ltd, and Ophtherium Labs, Inc. ("Ms. Bulhar's Agreement") (NYSCEF Doc. No. 11). Pursuant to Ms. Bulhar's Agreement, she agreed to act as Marketing Director of these entities in exchange for 1,000 Omnibek Phantom Shares, valued at 3.00 CFH, per month in lieu of a salary. Ms. Bulhar's Agreement, which specifically designates Ms. Bulhar as an independent contractor, requires that she cover her own expenses in the course of her work, except for travel and lodging, and refrain from engaging "in any capacity with a business which does or could compete with" Omnibek, OmniWire Ltd, and Ophtherium Labs, Inc. without prior written consent (id.). The parties agreed that Ms. Bulhar's Agreement is governed by the laws of the Republic of Estonia, and to resolve any disputes resulting thereunder in the Harju County Court.

Mr. Ivanenko's Agreement with Omnibek

On November 15, 2019, Mr. Ivanenko entered into a Developer Contractor Agreement with Omnibek ("the Omnibek Agreement") (NYSCEF Doc. No. 13). The Omnibek Agreement, which

designates Mr. Ivanenko as a consultant and independent contractor performing services as Global Head of Sales & Marketing for Omnibek, includes a non-compete provision, preventing Mr. Ivanenko from “engaging in any activity directly or indirectly competing with” Omnibek within the territory of any country in which the Omnibek “sells its products and services in the field of digital banking to share services and consulting in the digital banking sector” during the term of the contract and one year following its termination (*id.*). Mr. Ivanenko agreed to perform his work approximately 40 hours per week for what appears to be a flat fee of \$7,000.00. The agreement is governed by the laws of Switzerland, and the parties agreed to resolve disputes in the courts located at Omnibek’s domicile (Switzerland).

Mr. Ivanenko’s First Allocation Agreement and Phantom Share Plan with Omnibek

On December 26, 2019, Mr. Ivanenko entered into an Allocation Agreement with Omnibek (“the First Omnibek Allocation Agreement”), in which Omnibek granted Mr. Ivanenko 59,550 shares in Omnibek valued at 2.50 CHF (NYSCEF Doc. No. 25). As part of the First Omnibek Allocation Agreement, Mr. Ivanenko agreed to the terms of Omnibek’s Phantom Share Participation Plan dated December 26, 2019, which provides that the courts of Lucerne, Switzerland have exclusive jurisdiction over disputes arising thereunder (*id.*).

Mr. Ivanenko’s April 2020 Phantom Stock Agreement with Ophtherium Labs

In April 2020, Mr. Ivanenko entered into a COVID-19 Phantom Stock Distribution and Buyback Agreement with defendant Ophtherium Labs, LLC (“Ophtherium Labs” and such agreement, “the April 2020 Phantom Stock Agreement”), in which Mr. Ivanenko agreed to receive 25% of his monthly salary of \$4,000.00 in Omnibek phantom stock valued at \$2.50 per share from March 1, 2020 to June 1, 2020 (NYSCEF Doc. No. 22). The April 2020 Phantom Stock Agreement states that it is an addendum to the parties’ Engagement Agreement – which does not appear to be included in the record – and that Omnibek will buy the phantom shares back from Mr. Ivanenko for \$2.50 per share should he agree to participate in the buyback otherwise the shares will be redeemable following the next liquidity event.

Mr. Ivanenko’s Agreement with Ophtherium

On June 1, 2020, Mr. Ivanenko entered into a Contractor Agreement with defendant Ophtherium LLC (“Ophtherium” and such agreement, “the Ophtherium Agreement”), which designates Mr. Ivanenko as Chief Information Officer reporting directly to Mr. Bekiyants (NYSCEF Doc. No. 12). Under the Ophtherium Agreement, Mr. Ivanenko was expected to work eight hours per day (40 hours per week) at Ophtherium’s office in Tallinn or another place indicated by Ophtherium, and that Mr. Bekiyants provided and controlled Mr. Ivanenko’s assignments. The parties also agreed that Mr. Ivanenko would receive \$4,000.00 per month as compensation for his work, and to resolve disputes arising from the contract in the courts located in New York City (*id.*). The agreement also entitled Mr. Ivanenko to 28 paid vacation days annually; prevented Mr. Ivanenko from working at another blockchain-related or financial technology company for two years following his termination; and provided that Ophtherium would pay Mr. Ivanenko severance in the amount equal to his monthly compensation based upon his last six months of work during the noncompete period.

Mr. Ivanenko’s July 2020 Phantom Stock Agreement with Ophtherium Labs

In July 2020, Mr. Ivanenko entered into another COVID-19 Phantom Stock Distribution and Buyback Agreement with Ophtherium Labs (“the July 2020 Phantom Stock Agreement”), in which he agreed to continue to receive 25% of his monthly salary of \$4,000.00 in Omnibek phantom stock valued at \$2.50 per share from June 1, 2020 to June 30, 2020 (NYSCEF Doc. No. 23). The terms are otherwise identical to the April 2020 Phantom Stock Agreement regarding Omnibek’s ability to buy back such shares from Mr. Ivanenko should he elect to participate in the buyback, as well as Mr. Ivanenko’s ability to redeem the shares.

Mr. Ivanenko's Second Allocation Agreement and Phantom Share Plan with Omnibek

On November 14, 2020, Mr. Ivanenko entered into a second Allocation Agreement with Omnibek (“the Second Omnibek Allocation Agreement”), in which Omnibek granted Mr. Ivanenko 3,200 shares in Omnibek for what appears to be for Mr. Ivanenko’s salary for October 2020, November 2020, December 2020, and January 2021) and 1,600 shares in Omnibek for “Covid PN” valued at 2.50 CHF per share (NYSCEF Doc. No. 26). Similar to the First Omnibek Allocation Agreement, Mr. Ivanenko agreed to the terms of Omnibek’s Phantom Share Participation Plan dated November 14, 2020, which also provides that the courts of Lucerne, Switzerland with exclusive jurisdiction over disputes arising thereunder (*id.*).

Mr. Ivanenko's Agreement with Omniwire

On July 20, 2021, Mr. Ivanenko entered into an Employment Agreement with Omniwire OÜ (“the Omniwire Agreement”), which appoints Mr. Ivanenko as Chief Information Officer reporting directly to Mr. Bekiyants (NYSCEF Doc. No. 20). The Omniwire Agreement requires that Mr. Ivanenko work eight hours per day (40 hours per week) at Omniwire’s office in Tallinn or another place indicated Omniwire, and states that Mr. Ivanenko’s work assignments are provided and controlled by Omniwire’s CEO (Mr. Bekiyants), CIO, and CTO. The parties agreed that Mr. Ivanenko receive €800.00 per month, and that all income tax, unemployment insurance tax, and mandatory pension insurance payments be withheld. Mr. Ivanenko was also entitled to 28 paid vacation days per year but prohibited Mr. Ivanenko from working at another blockchain-related or fintech company during his employment and for two years following his termination (*id.*). Upon termination, Mr. Ivanenko was entitled to severance compensation equal to his monthly salary during his last six months of employment and for the duration of the non-competition. The parties also consented to resolving disputes relating to the Omniwire Agreement in the courts located in New York City.

Mr. Ivanenko's Addendum to the Omnibek Agreement

On November 30, 2021, Mr. Ivanenko entered into an Addendum to Employment Agreement with Omnibek (“the Addendum to the Omnibek Agreement”), which appears to be an addendum to the Omnibek Agreement (NYSCEF Doc. No. 24). Pursuant to the Addendum to the Omnibek Agreement, the parties agreed that Mr. Ivanenko, as Global Head of Sales, would receive a salary equal to \$5,800.00 plus commissions equal to a percentage of sales as follows: 10% for all deals made after September 1, 2021; 24% for two deals made before September 2021; and 2% of the setup fee and monthly subscription fee during a client’s contract duration for any sales made by a salesperson under Mr. Ivanenko’s supervision.

The Instant Action

On October 4, 2024, plaintiffs commenced this action to recover unpaid wages, severance pay and, with respect to Mr. Ivanenko, sales commissions, as well as damages and attorneys’ fees. The complaint – which alleges causes of action for breach of contract, breach of implied covenant of good faith and fair dealing, violations of New York Labor Law §§ 191 & 193, and libel – also seeks an order directing defendants to perform under the parties’ phantom share agreements.

The complaint states that defendants: employed plaintiffs from July 2019 until their alleged wrongful termination on February 9, 2023; expected plaintiffs, who reported to Mr. Bekiyants as CEO of the corporate defendants, to work a minimum of 40 hours per week for each corporate defendant notwithstanding that not all entities were party to each agreement; have not paid plaintiffs’ outstanding wages (including benefits and commissions), and severance payments in accordance with plaintiffs’ respective employment agreements and despite satisfying the conditions thereof and their demands for payment. Additionally, the complaint asserts that defendants have failed to make any phantom share payments to plaintiffs, who agreed for a time to receive such shares – which have vested – in lieu of a portion of their salaries.

The complaint also asserts that Mr. Bekiyants and Ms. Bekiyants, who allegedly operate, control, and manage the corporate defendants, controlled plaintiffs' employment and were each responsible for hiring them, setting their wages, and terminating their employment.

The Instant Motion

Defendants now move for an order, pursuant to CPLR 3211(a)(7), dismissing the entire complaint as against Ms. Bekiyants and the New York Labor Law claims against all defendants. Defendants also move to dismiss the complaint as against Omnibek based upon the Omnibek Agreement's forum selection clause, which designates the courts located in Omnibek's domicile (Switzerland) for disputes arising from the contract.

Defendants contend that plaintiffs failed to show how this Court has jurisdiction over the matter since the complaint states that "venue is proper in the Southern District of New York Pursuant to 28 U.S.C. 139(b)." Defendants also argue that Mr. Bekiyants is the sole shareholder of the corporate defendants and that Ms. Bekiyants has no affiliation with the corporate defendants. They also assert that Mr. Ivanenko was an independent contractor hired as an executive, which is excluded from the definition of an employee. Finally, defendants allege that Mr. Ivanenko resided in Estonia for most of his employment, worked for other businesses including his own business while working for defendants, and had the flexibility to work wherever and whenever he wanted.

In support, defendants submit the affirmation of Mr. Bekiyants¹ with exhibits thereto, including Ms. Bulhar's Agreement; the Omnibek Agreement; the Ophtherium Agreement; and Mr. Ivanenko's pay schedule showing amounts paid to him in 2022 (NYSCEF Doc. No. 15).

Plaintiffs oppose, arguing that their claims against Ms. Bekiyants should proceed because defendants have not offered any evidence to counter their allegations that Ms. Bekiyants owned, operated, controlled, and managed the corporate defendants, and were involved in supervising plaintiffs, setting their wages, and hiring and firing them. They further contend that Mr. Ivanenko was not an independent contractor because he neither controlled where and when he performed his work nor how his work was performed, and that defendants promised him a base salary, commissions, and fringe benefits. Plaintiffs also claim that defendants failed to provide any evidence showing that Mr. Ivanenko managed the corporate defendants, managed other employees, or was involved in decisions regarding other employees. Additionally, plaintiffs assert that their claims against Omnibek are not based upon the Omnibek Agreement, and that the Ophtherium Agreement and the Omniwire Agreement – each of which designate the courts in New York City for disputes – represent Mr. Ivanenko's relationship with defendants. Finally, plaintiffs explain that, even if Mr. Ivanenko's claims in this action were based upon the Omnibek Agreement, he entered the United States seeking asylum and cannot travel to Switzerland without jeopardizing his application.

In opposition, plaintiffs submit an attorney affirmation; the Ophtherium Agreement; the Omniwire Agreement; the April 2020 Phantom Stock Agreement; the July 2020 Phantom Stock Agreement; the Addendum to the Omnibek Agreement; the First Omnibek Allocation Agreement; and the Second Omnibek Allocation Agreement. Plaintiffs reference a 2021 agreement between Ms. Bulhar and Ophtherium Labs LLC; however, the agreement does not appear to be included in the record.

¹ It bears noting that defendants have presented their argument in support of this motion in a party affirmation, rather than in a memorandum of law. Uniform Rule 202.8(c) provides that "[a]ffidavits shall be for a statement of the relevant facts, and briefs shall be for a statement of the relevant law" (22 NYCRR 202.8[c]; see also *Matter of Foreclosure of Tax Liens by Cnty. of Essex*, 195 AD3d 1187, 1187-88 [3d Dept 2021] ["The practice of embodying argument on the facts and law in an affidavit, including the citation of authorities, is improper and is disapproved"].

Discussion

On a motion to dismiss based upon documentary evidence, the complaint should be liberally construed, the facts presumed to be true, and the pleading accorded the benefit of every possible favorable inference (*see e.g. Leon v Martinez*, 84 NY2d 83, 87-88 [1994]). Dismissal under CPLR 3211(a)(1) is warranted only if the documentary evidence submitted conclusively establishes a defense to the asserted claims as a matter of law (*id.*; citing *Heaney v Purdy*, 29 NY2d 157 [1971]; *see also Alden Glob. Value Recovery Master Fund, L.P. v KeyBank Nat'l Ass'n*, 159 AD3d 618, 621 [1st Dept 2018]). Documentary evidence is “unambiguous, authentic, and undeniable”; however, affidavits, deposition testimony, and letters are not considered documentary evidence for the purposes of a motion to dismiss under CPLR 3211(a)(1) (*Granada Condominium III Assn. v Palomino*, 78 AD3d 996, 996-97 [2d Dept 2010]; *see also GEM Holdco, LLC v Changing World Technologies, L.P.*, 127 AD3d 598, 599 [1st Dept 2015]).

A contract may qualify as documentary evidence, and a forum selection clause in a contract may provide a basis for dismissal (*Landmark Ventures, Inc. v Birger*, 147 AD3d 497 [1st Dept 2017]); *U.S. Merch., Inc. v L & R Distributors, Inc.*, 122 AD3d 613, 614 [2d Dept 2014]). A forum selection clause is prima facie valid and enforceable absent a showing that the clause is “unreasonable, unjust, in contravention of public policy, invalid due to fraud or overreaching, or...that a trial in the selected forum would be so gravely difficult that the challenging party would, for all practical purposes, be deprived of its day in court” (*see generally Grant v United Odd Fellow*, 187 AD3d 440 [1st Dept 2020]; *see also BHRE Grp., LLC v Boger*, 216 AD3d 898, 899 [2d Dept 2023] [“a forum selection clause will be given effect in the absence of a ‘strong showing’ that it should be set aside”]).

On a motion to dismiss for failure to state a cause of action pursuant to CPLR § 3211(a)(7), the complaint is likewise afforded the benefits of liberal construction, a presumption of truth, and any favorable inference (*see e.g. M & E 73-75, LLC v 57 Fusion LLC*, 189 AD3d 1, 5 [1st Dept 2020]). The motion must be denied if, from the four corners of the pleadings, “factual allegations are discerned which taken together manifest any cause of action cognizable at law” (*Polonetsky v Better Homes Depot*, 97 NY2d 46, 54 [2001] [internal quotation omitted]). A complaint should not be dismissed provided that, “when the plaintiff’s allegations are given the benefit of every possible inference, a cause of action exists,” and a plaintiff may cure potential deficiencies in its pleading through affidavits and other evidence (*R.H. Sanbar Projects v Gruzen Partnership*, 148 AD2d 316, 318 [1st Dept 1989]). However, bare legal conclusions and factual allegations which are inherently incredible or contradicted by documentary evidence are not presumed to be true (*Mark Hampton, Inc. v Bergreen*, 173 AD2d 220 [1st Dept 1991]).

At the outset, defendants’ arguments in support of dismissal solely address Mr. Ivanenko’s claims in the complaint. Though they attach Ms. Bulhar’s Agreement to their papers, they do not otherwise argue against or contradict Ms. Bulhar’s claims that defendants failed to pay her outstanding wages and severance pay.

Dismissal of the complaint as against Omnibek is denied. Defendants contend that the Court lacks jurisdiction over Omnibek because the Omnibek Agreement provides that the courts in Switzerland, where Omnibek is domiciled, have exclusive jurisdiction over disputes. However, plaintiffs allege that their claims against Omnibek are not based upon the Omnibek Agreement, and that the Ophtherium Agreement and the Omniwire Agreement – each of which designate the courts in New York City for disputes – represent Mr. Ivanenko’s relationship with defendants. Even if the Omnibek Agreement applied, Mr. Ivanenko has shown that a trial in Switzerland “would be so impracticable and inconvenient that [he] would be deprived of [his] day in court” given his inability to travel without risking his asylum

application (*see Misako Yoshida v PC Tech U.S.A. & You-Ri, Inc.*, 22 AD3d 373 [1st Dept 2005] [trial court properly denied enforcing forum selection clause]).

Though Omnibek is neither a signatory of the Optherium Agreement nor the Omniwire Agreement, Mr. Bekiyants signed all agreements on behalf of the corporate defendants, and defendants do not dispute that they are so interrelated. Given Omnibek's close relationship to Optherium and Omniwire, it is reasonably foreseeable that the forum selection clauses in these agreements would be enforced against it (*Sutton v Houllou*, 191 AD3d 1031 [2d Dept 2021] [forum selection clause may be enforced against a non-signatory "where non-signatory and a party to the agreement have such a 'close relationship' that it is foreseeable that" forum selection clause will be enforced against non-signatory]).

Dismissal of the New York Labor Law claims is also denied. The complaint alleges that defendants employed plaintiffs, who were expected to: work a minimum of 40 hours per week, and receive a monthly salary with benefits, phantom shares, severance pay and, in Mr. Ivanenko's case, commissions. The complaint further alleges that defendants improperly withheld portions of their wages and benefits, as well as Mr. Ivanenko's commissions, despite their requests for payment and in violation of New York Labor Law. N.Y. Lab. Law § 193 prohibits an employer from deducting an employee's wages, except in limited circumstances, including as authorized by law or "expressly authorized in writing by the employee and are for the benefit of the employee, provided that such authorization is voluntary and only given following receipt by the employee of written notice of all terms and conditions of the payment and/or its benefits and the details of the manner in which deductions will be made" (N.Y. Lab. Law § 193[1]). Employers are liable "for the unauthorized withholding of wages, benefits or wage supplements," including severance pay (*Patel v Maybank Kim Eng Sec. USA Inc.*, 243 NYS3d 622, 623-24 [1st Dept 2025]).

Defendants contend that New York Labor Law does not apply because Mr. Ivanenko is considered a bona fide executive; however, there is no evidence showing that Mr. Ivanenko exercised discretionary powers or held a managerial role for defendants (*see* 12 NYCRR 142-2.14[c][4][i]). Neither the Optherium Agreement nor the Omniwire Agreement state that Mr. Ivanenko was responsible for controlling any employees or performing managerial work. Mr. Ivanenko was to report to and perform work as controlled and assigned by Mr. Bekiyants or other executives (*see generally Meregildo v Diaz*, 154 AD3d 630 [1st Dept 2017] [evidence supports position that employee was not an executive "as her duties were not 'primarily' managerial"]).

Defendants' contention that New York Labor Law does not apply because Mr. Ivanenko is an independent contractor, is also unavailing. Labor Law § 190 defines an employee as "any person employed for hire by an employer in any employment" (N.Y. Lab. Law § 190[2]); however, independent contractors are excluded from this definition (*see generally Hernandez v Chefs Diet Delivery, LLC*, 81 AD3d 596, 597-98 [2d Dept 2011]). To determine whether an employer-employee relationship exists, courts analyze the alleged employer's degree of control over the worker's work; "minimal or incidental control over an employee's work product without the employer's direct supervision or input over the means used to complete the work is insufficient" (*id.* [internal quotations and citations omitted]). Courts consider relevant factors, including "whether the worker (1) worked at his or her own convenience, (2) was free to engage in other employment, (3) received fringe benefits, (4) was on the employer's payroll and (5) was on a fixed schedule" (*id.* [internal quotations and citations omitted]).

Despite defendants' assertions regarding Mr. Ivanenko's residence, alleged flexibility to work from any location, control over his work schedule, and ability to engage in other employment, defendants fail to provide any documentary evidence in support of their position. In fact, the Optherium Agreement and the Omniwire Agreement required Mr. Ivanenko to perform his work at Optherium's or Omniwire's (as applicable) office or any other place indicated by such entity, eight hours per day, five days per week,

and prohibited Mr. Ivanenko from working or performing services for any competing business. Though defendants submit the affidavit of Mr. Bekiyants in support of their motion, evidence contained in an affidavit used “to attack the sufficiency of a pleading will seldom if ever warrant the relief...unless such evidence conclusively establishes that plaintiff has no cause of action” (see generally Basis Yield Alpha Fund (Master) v Goldman Sachs Grp., Inc., 115 AD3d 128, 134 [1st Dept 2014] [internal quotations and citations omitted]). The complaint adequately sets forth causes of action to recover unpaid wages, benefits, and commissions allegedly withheld from plaintiffs. Consequently, dismissal of the third cause of action is denied (Ackerman v New York Hosp. Med. Ctr. of Queens, 127 AD3d 794, 795-96 [1st Dept 2015] [complaint adequately alleged causes of action to recover unpaid wages and overtime compensation withheld from plaintiff because complaint asserted that plaintiff was an employee, that his wages were determined on the basis of time, and portions thereof earned were improperly withheld]).

With respect to the claims against Ms. Bekiyants, though defendants allege in their affidavit in support that Ms. Bekiyants is unaffiliated with the corporate defendants, defendants have failed to provide any documentary evidence contradicting the allegations in the complaint, which assert that Ms. Bekiyants owned, operated, controlled, and managed the corporate defendants, and supervised plaintiffs’ employment by way of hiring them, setting their wages, and terminating their employment (Odigie v Gateway Sec. Guard Servs., Inc., 213 AD3d 495, 496 [1st Dept 2023] [lower court should have allowed action to proceed against individual defendants as plaintiff stated cause of action against employer; plaintiff alleged that individual defendants shared management responsibilities of corporate defendant, discussed and determined employees’ assignments, and distributed wage statements and paychecks]; see also Bonito v Avalon Partners, Inc., 106 AD3d 625, 625-26 [1st Dept 2013] [lower court should have allowed action to proceed against individual defendant as plaintiffs stated cause of action against employer; plaintiff’s alleged that individual defendant “hired and fired employees, supervised and controlled employees’ work schedules, determined the method and rate of pay”]). Mr. Ivanenko and Ms. Bulhar have pled sufficient facts to support their claims against Ms. Bekiyants as their employer (Odigie, 213 AD3d at 496). Consequently, dismissal of the complaint as against Ms. Bekiyants is denied.

Accordingly, it is

ORDERED that defendants’ motion is denied in its entirety; and it is further

ORDERED that defendants shall **answer** the complaint no later than **May 15, 2026**; and it is further

ORDERED that this matter is scheduled for a **Preliminary Conference on July 22, 2026, at 10:00 a.m.**, in Part 31, 60 Centre Street, Room 335. Counsel are reminded of the Part 31 Rules, specifically those governing conferences and conference orders.

4/24/2026

DATE

KATHLEEN WATERMAN-MARSHALL,
J.S.C.

CHECK ONE:

CASE DISPOSED
GRANTED DENIED
SETTLE ORDER
INCLUDES TRANSFER/REASSIGN

NON-FINAL DISPOSITION
GRANTED IN PART OTHER
SUBMIT ORDER
FIDUCIARY APPOINTMENT REFERENCE

APPLICATION:

CHECK IF APPROPRIATE: