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ROCKLAND COUNTY BAR ASSOCIATION

NEWSBRIEF

www.rocklandbar.org

September 2019

PRESIDENT'S POST

Dear Members:

I hope you have enjoyed your summer and you are now ready to begin the fall season and meet all the challenges that come with the practice of law. There are many changes coming to the way we have practiced law in the past. The CLE committee is committed to working to get us all up to speed on the various changes. Last month there was an emergency CLE for the overhaul to the Landlord-Tenant law and this month on September 10 there will be a CLE on the looming NYS Sexual Harassment Training deadline. My hope is that in the future CLE's will be videotaped and downloadable for members to view at their convenience. This will provide more access to our members to the resources of the Bar Association. An emergency CLE for Bail Reform is also in the process of being scheduled, I would like to thank Michael Bongiorno for heading that project.

Coming shortly, all Civil matters including Family and Surrogate's matters will be ordered to mediation. The Courts of the Ninth Judicial District will be implementing an Alternative Dispute Resolution (ADR) Program for Civil Matters, which is part of Chief Judge Janet DiFiore's Excellence Initiative. Mediation/ADR services will become operational throughout the Courts of the Ninth Judicial District and will offer parties access to qualified mediators in an effort to resolve disputes without litigation. In the coming weeks, an informational session will be held for members of the Bar Association and it is the hope of the Chief Judge that this Civil Mediation Program will be operational in all Courts starting this Fall.

My understanding is that when the parties appear for a preliminary conference the Court will set a date by which the mediation must be completed. The timing of mediation will be case dependant. The Court and Bar Association will be working together to create a mediator list which will be a less expensive alternative to mediation companies. As you might imagine many mediators will be required, so for those interested this would be a great time to seek out mediation training courses.

I also attended a meeting with District Administrative Judge Kathie Davidson who presided over a meeting of "stakeholders" to discuss the implementation of a plan to comply with the dictates of the Court of Appeals decision in Hurrel-Harring. That decision held that legal counsel is required at even misdemeanor arraignments as that it is an indispensable basic Due Process interest. As a result, the Public Defenders have been working diligently to be at all after-hours arraignments. With that being said, Hurrel-Harring demands one hundred percent compliance and as a result the Bar Association, through the Assigned Counsel Plan, may be called upon to supplement the efforts of the Public Defender's Office.

I know there will be confusion and apprehension as we move forward but the Bar Association will be working with the Courts and our membership to insure the smoothest possible transition as these changes take effect in Rockland County.

Respectfully,

Keith Braunfotel

President

ROCKLAND COUNTY BAR ASSOCIATION, INC.
337 NORTH MAIN STREET - SUITE 1
NEW CITY, NEW YORK 10956
845-634-2149

SOUVENIR JOURNAL

HONORING FIVE LOCAL JUDGES:

**Hon. Craig E. Johns, Hon. John K. Grant, Hon. Richard C. Finning,
Hon. William F. Franks, and Hon. Djinsad Desir with**

Guest Speaker

Hon. Mark C. Dillon

Associate Justice, Appellate Division, Second Department and

The Joseph G. Balsamo Award:

Susan Cooper, Esq.

The Natalie Couch Award:

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Call us with your questions: Sabrina Charles-Pierre – 845-634-2149

Rockland County Bar Association, 337 N. Main St., Suite 1, New City, NY 10956



1893 – 2019

ANNUAL DINNER
THURSDAY, OCTOBER 24, 2019

6:00 P.M. – Pearl River Hilton

**RECOGNIZING AND HONORING
FIVE LOCAL JUDGES:**

**Hon. Craig E. Johns, Hon. John K. Grant, Hon. Richard C. Finning,
Hon. William F. Franks, and Hon. Djinsad Desir**

with **Guest Speaker**

Hon. Mark C. Dillon

Associate Justice, Appellate Division, Second Department *and*

The Joseph G. Balsamo Award:

Susan Cooper, Esq. *and*

The Natalie Couch Award:

Emily Dominguez

IT'S DUES TIME!

**This is a friendly reminder that it is time to pay your 2019-20
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Annual Dues for 2019-20 for regular Members are \$185.00.

**Renew and pay online by clicking [here](#), or send in the
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After October 15, 2019 Dues amount increases to \$200.00!

**If you have any questions about your Membership, please contact
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**Recent Amendment to Real Property Actions and Proceedings Law
§1308 – Foreclosure of Abandoned and Vacant Properties in
Condominium and Homeowner Association Communities
Submitted by
Alden B. Smith, Esq.**

As many of you might know, a New York State law went into effect on December 20, 2016 to provide relief to Communities, Condominiums and Homeowner Associations plagued by abandoned properties.

The law was designed to hasten the time to move foreclosed homes from judgment of foreclosure to sale because borrowers often vacate their homes, leaving properties to deteriorate. The legislation that was passed to help condominium boards, homeowners associations and their attorneys deal with the issues surrounding these vacant and abandoned properties (also referred to as “zombie properties”) are Sections 1308, 1309 & 1310 of the NYS Real Property Actions and Proceedings Law.

RPAPL § 1308 created a post-foreclosure timeline for returning vacant and abandoned properties back to the market. Section 1308 of the Real Property Actions and Proceedings law imposed a duty to inspect, secure, and maintain abandoned properties on the mortgagee (the mortgage creditor) or their servicing agents. Within 90 days of the date on which the loan for the property becomes delinquent, the mortgagee, or its agent, must complete an exterior inspection of the subject property to determine occupancy. Afterwards, follow-up inspections must be conducted every 25-35 days. If at any time the mortgagee or its agent determine that the property is vacant and abandoned, as defined in RPAPL § 1309(c), then it must, within seven business days of the determination, post notice on an easily accessible part of the property that would be reasonably visible to the borrower, property owner or occupant, and monitor the property for any change in occupancy and to ensure that the notice maintains posted. If the posted notice is not responded to or persists for 7 consecutive days, the mortgagee or its servicing agent must secure the property.

Subsection 4 of RPAPL § 1308 defines certain measures the mortgagee or its agents must take in order to secure the property. In addition to posting notice on the property, the mortgagee or servicing agent must assume maintenance obligations for the property and provide pertinent information regarding the property to the Department of Financial Services for inclusion in the Department’s established vacant and abandoned property registry established under RPAPL Section 1310.

After the 2016 law went into effect, I reached out to Assemblyman Zebrowski, the Chair of the Assembly Banking Committee. I also reached out to the Department of Financial services. In my discussions with both, I made it clear to their offices that corrective legislation was needed to provide for additional protection to Condominiums and Homeowners Association. As we all have experienced, mortgage foreclosures can last for years. While a lender’s foreclosure action is pending, homeowner association fees and common charge arrears continue to mount as these actions plod along. The lenders, in most instances, pay the real estate taxes on the premises during the pending foreclosure, but not the homeowner association fees and common charges.

After a conference call with Assemblyman Zebrowski and with legal counsel for the Division of Financial Services (“DFS”) for New York State in September of 2017, I set up a meeting with the members of the Rockland County Bar Association Co-op and Condominium Committee to come up with some needed changes to the new legislation. The committee recommended that at the very least, Real Property Actions and Proceedings Law, Section 1308, Subdivision 4, should be amended by adding a new subparagraph to require the first mortgage lienholder to pay common charges and homeowner association fees for vacant and abandoned units, as defined in the statute, during the pendency of the foreclosure action. The services that are provided by the condominiums and homeowners associations are essential services, i.e., landscaping, snow removal, outdoor lighting, insurance, etc., which benefit not only the unit owners but the first lienholder as well. Subdivision 4, subparagraph (f) of Section 1308 required the first lienholder to pay the utilities for the unit if the posted notice is not responded to or persists for seven consecutive calendar days without contact with the borrower, property owner or occupant indicating that the property is not vacant or abandoned. Therefore, since the statute already contemplated that this is not a situation where there is someone living in the property, or likely to contest the foreclosure action, it seemed logical to ask that the statute be amended so that the first lienholder also be responsible for the homeowner association fees and common charges.

I told the Assemblyman and DFS that our committee recommended that the first lienholder’s obligation to pay any common charges or homeowner association fees should commence once the first lienholder files a foreclosure action on the ground that the subject property is vacant and abandoned. The obligation would cease once the judgment

***Continued* - Recent Amendment to Real Property Actions and Proceedings Law
§1308 – Foreclosure of Abandoned and Vacant Properties in
Condominium and Homeowner Association Communities**

of foreclosure and sale has been signed by the court because recent amendments to the New York State statutory law already provides for a mandatory timeframe in which the first lienholder must hold the auction sale once the judgment of foreclosure and sale has been signed. That statute is RPAPL, Section 1351, subdivision 1 which states that the judgment must direct that the mortgage premises be sold by or under the direction of the sheriff of the county or referee within 90 days of the judgment of foreclosure and sale.

If the first lienholder does not wish to take advantage of the foreclosure proceeding for one reason or another, then of course the condominium or homeowners' association can bring on a foreclosure action to foreclose their lien for unpaid common charges or homeowner association fees. The problem arises when the first lienholder's lien, which the condominiums and homeowner associations take subject to, exceeds the value of the real property. There is no incentive for the condominium or homeowners' association to pay thousands of dollars in legal fees and disbursements to commence an action to foreclose their lien since the first lienholder's lien has priority over the lien for common charges and homeowner association fees. Therefore, in almost every situation that exists in the foreclosure process involving the condominium or homeowners association where a unit owner has vacated and/or abandoned his/her property, the condominium/homeowners association is reluctant to bring on a foreclosure action if there is a pending first lienholder's foreclosure action and/or there is no equity in the property.

Finally, I discussed with the DFS the need to address changes to the existing law as it relates to the criteria used to determine whether a property is vacant or abandoned when it is part of a multifamily dwelling.

I am happy to report that the Governor recently signed into law an amendment to RPAPL § 1308(4) by adding a new subdivision (k) to require holders of first mortgages on vacant and abandoned residential properties to continue to pay "homeowners' association and cooperative fees" during the pendency of a foreclosure. There are however problems with the new legislation. (I pointed out these deficiencies to the Assemblyman's office after they sent me the legislation).

The first concern is that the language contained in paragraph (k) states that the servicer shall pay homeowners' association or cooperative fees as needed to maintain the property". This sentence has two problems. First, it should state "homeowners' association or common charge fees or assessments". Cooperatives, unlike a Condominium and a Homeowners' Association, can foreclose their lien and cut off the lien of the first mortgagee. In New York State, a cooperative corporation generally has lien priority over a lender's security agreement. This is not the case with homeowners' associations and condominiums.

The second problem is the language in the amendment, "as needed to maintain the property". The servicer of the mortgage may be able to argue that they don't have to pay the homeowners' association or common charge fees because it's not needed to maintain the property. If the property that is needed to be maintained is the common elements/common areas, the first lienholder may argue that the Homeowners' Association or Condominium does not need the fees or assessments to be paid by the first mortgagee in order to "maintain the property". This gives the servicer a lot of wiggle room. The lender will parse the fees and say certain items do not apply to maintain the property.

Finally, the 2016 legislation only applies when the unit is vacant and/or abandoned. While this may be better than nothing, the questions may arise like: "but what is vacant? What if the owner is in jail? Or left stuff there? Or claims to return occasionally, if not to sleep, then to move stuff in and out and/or do drugs?"

The new legislation, effective August 14, 2019, is a good start, but we need to first correct the inaccuracies in the recent amendment and lobby for clarifying legislation in order to better protect our condominium and homeowners' association clients from potential financial ruin.

RCBA MEMORIAL RECOGNITION CEREMONY

for those who left us in 2018-19

Friday, October 4, 2019

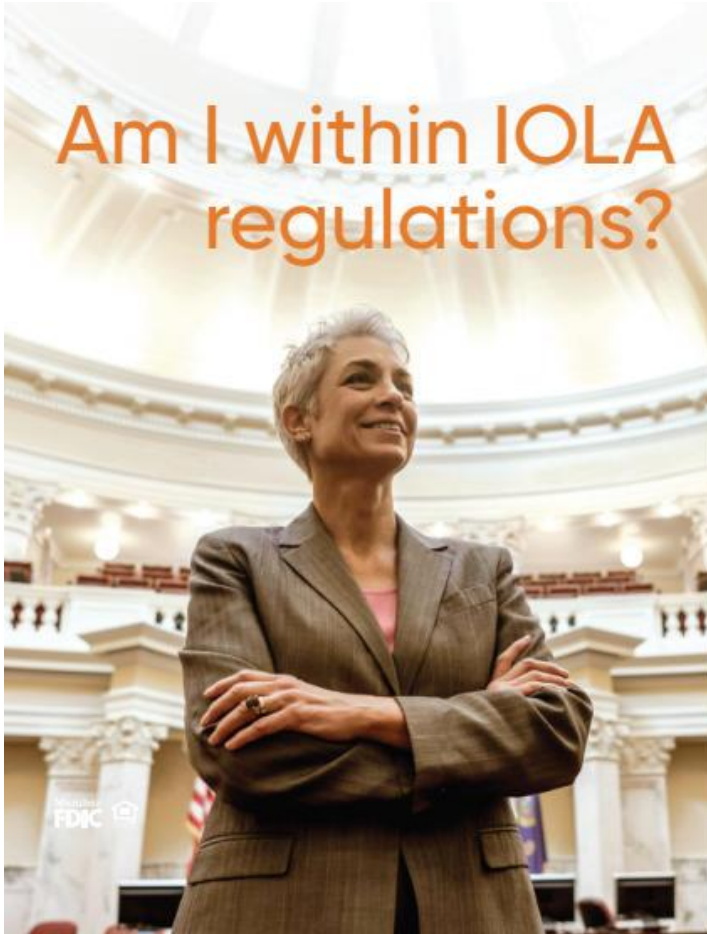
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TECHNOLOGY TIPS FOR ATTORNEYS

submitted by

Michael Loewenberg***Microsoft Word Tips and Tricks**

This month, we'll learn some things to make your life with Microsoft Word easier. I'm a big fan of shortcut keys because I don't have to move my hands from the keyboard to the mouse to do simple, basic tasks. I also like to take advantage of Word's power. Here are a few of my favorites.

Perhaps the most important shortcut you can memorize and use is control-s, the save command. Hold the 'ctrl' key down and then press 's' to save your document. It does the same thing as clicking the disk icon on the toolbar and selecting the 'save' function on the 'file' menu. How often should you press ctrl-s? Early and often!

One of the most powerful time-savers in Word is the AutoCorrect function. You type a few letters, press the space bar and Word substitutes what you've set up in AutoCorrect for those few letters. This is a boon for those words you have to type repeatedly like your company name, your own name, and common business terms. It's also a winner for those words that are often mistyped - did you ever notice that Word changes 'teh' to 'the' for you? That's AutoCorrect at work. Let's learn how to do it!

In the Tools menu, select AutoCorrect Options, then select the AutoCorrect tab. There, you can see the list of AutoCorrect words that Microsoft gives you out of the box. Scroll through the list so you know what's there.

To add one of your own, type the shortcut in the box labeled "Replace" and the full text you want in the "With" box. Be careful what you choose as your shortcut. For example, if you make 'cc' mean 'country club', you'll have trouble when you copy someone with cc: in Word!

When you've added a few shortcuts, press OK and try them! Here are a few that I have in my list:

sys – system

rpt – report

ccl – County Clerk

req – requirement

reqs – requirements

vty – Very Truly Yours,

sele – selection

rec – recommend

recn – recommendation

Continued - TECHNOLOGY TIPS FOR ATTORNEYS

submitted by

Michael Loewenberg***Microsoft Word Tips and Tricks**

Once you start using them, you'll remember them all.

Here is a short list of keyboard shortcuts for often-used Word functions. Remember, Word gives you many ways to do the same thing: clicking icons on the tool bar, using the menus, and pressing function keys in conjunction with the alt, shift or ctrl keys. Here are some of my favorite shortcuts; select the text you want to affect and press (on a Mac, use the command key instead of control):

ctrl-b: bold

ctrl-i: italics

ctrl-u: underline

ctrl-z: undo

ctrl-y: redo

ctrl-q: remove paragraph formatting

ctrl-c: copy

ctrl-v: paste

ctrl-x: cut

and some other shortcuts

ctrl-s: save (but you know that one!)

ctrl-a: select all the text in the document

ctrl-e: center text

shift-F3: toggle case

ctrl-1: single space

ctrl-2: double space

ctrl-5: 1 ½ space

ctrl-enter: page break

ctrl-p: print

Enjoy your new-found timesavers.

*Michael Loewenberg is the President of MESH Business Solutions, Inc., New City, NY, 10956 and he is also an Affiliate Member of the RCBA.

COMMERCIAL LITIGATION ISSUES OF INTEREST**Submitted by Joseph Churgin, Esq. and Susan Cooper, Esq.***

Your client contracted to sell two apartment buildings. The contract provides that if the buyer terminates the contract, it will forfeit its \$900,000 deposit, unless your client's breach causes damages of at least \$250,000. The buyer terminated the contract after the utility company turned off gas and heat for four months due to gas leaks. Although the failure to supply gas to the apartments was a breach of the agreement by your client, it cost far less than \$250,000 to restore the gas service. Various litigations ensued. The Housing Authority that subsidizes the tenants in your client's buildings brought proceedings to force your client to correct the gas leak and numerous other violations, and to pay fines. The buyer brought an action to declare its right to the return of its deposit. You commenced an action against the buyer for breach of contract. You also commenced a separate proceeding for pre-action discovery, pursuant to CPLR 3102(c), to determine if the buyer encouraged the Housing Authority to levy fines for violations in order to run up costs to reach the threshold for return of the deposit. If so, your client would bring claims against the buyer for abuse of process and interference with contract.

Will you prevail in obtaining pre-action discovery for potential claims of abuse of process and interference with contract?

The answer is "no."

In *Glebow Realty Assocs. v. Gollender*, NYLJ 1565678905NY155259201, (Sup. Ct. N.Y. Co., July 29, 2019 [Index No. 155259/2019]), the petitioner sought pre-action discovery for potential claims of abuse of process and interference with contract arising from a contract for petitioner to sell two apartment buildings that were under the jurisdiction of the NYC Department of Housing Preservation and Development (HPD). The contract provided that the buyer would forfeit its \$890,000 deposit if it terminated the contract, except if the seller's breach caused a "Material Adverse Effect," which was defined in the contract as a breach costing at least \$250,000.

The buyer terminated the contract and filed an action to recover its deposit, claiming that Con Edison turned off gas services to the property for four-and-a-half months. The seller commenced a separate action against the buyer for breach of contract, claiming improper termination, because the cost to restore the gas service was far less than \$250,000. HPD commenced a proceeding to force the seller to correct the gas leak and other violations, and for fines.

The seller also commenced a special proceeding against the managing member of the buyer LLC, pursuant to CPLR 3102(c), for pre-action discovery of communications between the buyer's managing member and HPD. The seller believed that the managing member encouraged HPD to commence enforcement proceedings in order run up costs to reach the \$250,000 threshold for return of the deposit, but had no evidence of this. If pre-action discovery bore this out, then the seller would claim abuse of process by the buyer's managing member and others in the HPD proceeding, and that the buyer's managing member interfered with the contract of sale.

Continued - COMMERCIAL LITIGATION ISSUES OF INTEREST**Submitted by Joseph Churgin, Esq. and Susan Cooper, Esq.***

The Court dismissed the pre-action petition from the bench, and later wrote a decision explaining the dismissal on three grounds. First, the Court noted that pre-action disclosure pursuant to CPLR 3102(c), by its express terms, may only be obtained “before an action is commenced,” citing *Johnson v. Union Bank of Switzerland, AG*, 150 A.D.3d 436 (1st Dep’t 2017). Here, there were two other pending actions arising from the same contract dispute.

Second, the Court noted that CPLR 3102(c) permits pre-action discovery “to aid in bringing an action, to preserve information, or to aid in arbitration.” Citing *Sandals Resorts Intl. Ltd. v. Google, Inc.*, 86 A.D.3d 32 (1st Dep’t 2011), the Court explained that pre-action discovery is not available to discover whether a claim exists. Rather, pre-action discovery is available only where a petitioner can demonstrate a meritorious cause of action, and also demonstrate that the information sought is material and necessary to the actionable wrong.

Third, the petitioner did not demonstrate a valid claim against the buyer’s managing member and others. The petitioner did not claim that anyone did anything to abuse the HPD proceeding after it was commenced, as required for a claim of abuse of process. Nor was there a viable claim for interference with business relations, because the HPD proceeding was commenced after the buyer had already terminated the contract.

The lesson? If you can demonstrate that your client has a valid cause of action, but you need discovery to identify a defendant, or to preserve information, or to otherwise aid in framing a complaint, then commence a special proceeding pursuant to CPLR 3102(c) to obtain pre-action discovery. If you need more facts to determine if your client has a valid cause of action, keep investigating.

**OFF-SITE VISITATION through BIG BROTHERS BIG SISTERS COMING SOON IN THE FALL 2019**

With full support from the Rockland County Family and IDV Court, Big Brothers Big Sisters of Rockland County, NY will be offering off-site supervised visitation beginning in the fall of 2019 at \$50.00 per hour.

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**RECOGNIZING AND HONORING FIVE LOCAL JUDGES:
Hon. Craig E. Johns, Hon. John K. Grant, Hon. Richard C. Finning,
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TO ALL RCBA COMMITTEE CHAIRS & VICE- CHAIRS

The Association is seeking articles from your committee for publication in the Bar's monthly Newsletter. The membership would greatly benefit from your input and would appreciate it. The article does not have to be complicated or long- a succinct piece of general interest and importance would be best.

If you are able to submit an article for the Newsletter it should be sent via email to sabrina@rocklandbar.org by the 15th of the month so that the Executive Board may review it.

Thank you!



Monthly
Newsletter

THE PRACTICE PAGE

Hon. Mark C. Dillon *

SIGNIFICANT COURT OF APPEALS OPINION ON YELLOWSTONE INJUNCTIONS

The Court of Appeals has weighed in on a vexing question that has been unanswered until now: Is a provision in a commercial lease, where the tenant waives the right to seek declaratory judgment remedies in the event of lease disputes, void as against public policy? The question was posed in an Outside Counsel article in the New York Law Journal as early as April 2014 (Jeffrey Turkel and Joshua Kopelowitz, “Are Yellowstone Waivers Enforceable?” NYLJ, Apr. 10, 2014, at 4, col. 1), but was not addressed by the Court of Appeals until its recent opinion in *159 MP Corp. v Redbridge Bedford, LLC*, 33 NY3d 353 (2019).

159 MP involved a 20-year lease for a supermarket in Brooklyn. The lease was negotiated at arms length by sophisticated commercial parties represented by counsel. It consisted of 39 standard paragraphs, 9 paragraphs of “rules and regulations,” a 36-paragraph rider, and several handwritten and initialed changes and deletions. In Paragraph 67(H) of the rider, the tenant waived the right to commence declaratory judgment actions in favor of instead defending contractual disputes solely via RPAPL summary eviction proceedings. Since Civil Courts handling summary proceedings cannot issue Yellowstone injunctions, Yellowstone relief, which is a creature of declaratory judgment actions, was necessarily waived as well. The lease did not prevent the tenant from commencing actions as a plaintiff against the landlord for breach of contract at law.

Four years into the lease, the landlord served upon the tenant a 10-day notice to cure certain alleged contractual breaches. In response, the tenant commenced a declaratory judgment action in the Supreme Court, Kings County, notwithstanding the waiver of that remedy under the terms of the lease, and moved for a Yellowstone injunction against its eviction pending a resolution of the case. The defendant established the elements required for a Yellowstone injunction, that no eviction proceeding had yet been commenced and that the tenant was willing and able to cure any breach of the commercial lease. The landlord cross-moved for summary judgment on the ground that in Paragraph 67(H) of the lease rider the tenant had waived declaratory and Yellowstone relief. The Supreme Court granted the landlord’s cross-motion, which was affirmed in a 3-1 opinion of the Appellate Division, Second Department (2015 WL 13701792, *aff’d.*, 160 AD3d 176 [2018]). The opinion of the Appellate Division specifically held that declaratory judgment and Yellowstone waivers were enforceable and not void as against public policy, setting up further review of the issue by the Court of Appeals.

The 4-3 opinion by the Court of Appeals was carefully and exhaustively written by the majority and dissenters of the court. The majority opinion of Chief Judge DiFiore, joined by Judges Stein, Garcia, and Feinman, noted the constitutional and public policy freedom of contract and the state legislature’s role in statutorily declaring certain benefits and obligations as non-waivable. The majority held that the waiver of declaratory remedies was clear and unambiguous, agreed upon by sophisticated parties with counsel, and reflected a considered intent of the parties that breach claims against the tenant be resolved in the quick and inexpensive forum of the summary proceeding under RPAPL Article 7 (*159 MP Corp. v Redbridge Bedford, LLC*, 33 NY3d at 363-64). No statute prohibits the waiver, and the court’s enforcement of it was held to foster the certainty and stability needed for contractual relations in a leading commerce center such as New York State (*Id.*, at 363). The dissent, authored by Judge Wilson and joined by Judges Rivera and Fahey, expressed concern that the enforcement of declaratory judgment and Yellowstone waivers will have the effect of creating commercial instability, eviscerating the Yellowstone protections that the courts have decisionally carved into our case law starting with *First Nat’l. Store v Yellowstone Shopping Ctr.* (21 NY2d 630) in 1968.

The lesson to be gleaned by attorneys from the *159 MP* opinion is that going forward, the parties to commercial leases – and particularly tenants’ counsel – must be alert to, and actively negotiate, any proposed lease provisions that waive declaratory and Yellowstone remedies, to best protect the interests of the clients. It must be accomplished at the bargaining table, otherwise the parties will be bound by their bargains.

* Mark C. Dillon is a Justice of the Appellate Division, 2nd Dept., and an Adjunct Professor of New York Practice at Fordham Law School.

IMPORTANT NOTICE!

Attention All RCBA Members:

You must sign up when you renew your annual Membership – if you wish to serve on any RCBA Committees.

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~

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Memory Switch Workshop	Tuesday, September 17, 2019 12:00PM - 2:00PM
Wages - Fair Labor Standards Act	Wednesday, October 16, 2019 12:00PM - 2:00PM

NEW CLE REQUIREMENT

In addition to ethics and professionalism, skills, law practice management, and areas of professional practice, a new category was added for diversity, inclusion and elimination of bias courses. This category of credit is effective January 1, 2018.

Experienced attorneys due to re-register on or after July 1, 2018 must complete at least one credit hour in the Diversity, Inclusion and Elimination of Bias CLE category of credit as part of their biennial CLE requirement. The transitional CLE requirement for newly admitted attorneys remains unchanged. For more information about the CLE Rules, visit nycourts.gov/Attorneys/CLE.

CLE REQUIREMENTS

Newly admitted attorneys must complete 32 credit hours of accredited “transitional” education within the first two years of admission to the Bar. Sixteen (16) credit hours must be completed in each of the first two years of admission to the Bar as follows: 3 hours of Ethics and Professionalism; 6 hours of Skills; 7 hours of Practice Management and/or areas of Professional Practice.

Experienced Attorneys must complete 24 credit hours of CLE during each biennial reporting cycle: 4 credit hours must be in Ethics and Professionalism. The other credit hours may be a combination of the following categories: Ethics and Professionalism, Skills, Practice Management or Professional Practice.

COMMITTEE CORNER

Criminal Law
Thursday, September 26, 2019
5:30pm @ the RCBA Offices

Need a Place to Meet in New City?

RCBA Conference Rooms available for rent.

MEMBER PRICES:

1st two hours FREE, then \$25/hour
Full Day (8 hours) = \$140.00

NON-MEMBER PRICES:

\$50/hour
Half Day (4 hours) = \$150.00
Full Day (8 hours) = \$300.00

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Searching for Will of Roger Pellegrini. Please contact Gordon Pellegrini at gordon.pellegrini@gmail.com.

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Negotiable price. Please call Gary Lipton at 845-624-0100

OFFICE SPACE

Office in shared service building- North Main Street, New City. Westlaw included. Call Lynn at 638-4718.

OFFICE SPACE

Ideal 1100 sq. ft. attorney office space in Nanuet near Costco, large level parking lot, furnished lobby, reception office, executive office, conference room, large kitchen, storage room, private bath. \$1600/month includes: utilities, landscaping, and weekly cleaning service. Available 2-8-2019 Call Ted 845-222-4215 or email ted@carecrafters.com

OFFICE SPACE

Office within law office suite for rent at 10 Esquire Road, New City. Includes use of free Wifi, conference room, restroom and waiting area. One level building and ample parking. Available September 1, 2019. No security or fee required. Call Dave at 638-2889

OFFICE SPACE

Office for rent - 254 South Main Street, New City - Furnished office in existing practice - complete with filing space and use of conference room. \$750.00 per month. Possible over flow work. Contact opportunityuniquer2019@gmail.com

OFFICE SPACE

Office Space available in Bardonia. 2 Units - \$850 & \$950/month. All utilities included, turn key office space, parking, located on 304, shredding and coffee included, conference rooms, furnished for the right terms and basement storage available. Please call Jason Horowitz at 845-323-9177.

OFFICE SPACE FOR RENT

Haverstraw - one, two or three offices available. Waiting room, receptionist area, large parking lot, large conference room, with or without furniture. Possible overflow. email: lawoffice10927@gmail.com

OFFICE SPACE FOR RENT

Beautiful, fully furnished office available for rent. Convenient location with shared services. Contact Adam Kurland for details: (845) 638-4700 / akurland@akkpc.com

OFFICE FURNITURE FOR SALE

Priced to sell. Vertical and lateral file cabinets, storage units, desks, chairs, conference table, book cases, credenza, tables, dividers, bulletin boards, white board. Please call Madelon at 914-527-2400 for information. Items are located in New City.

OFFICE SPACE

Office space available in New City. One or two offices and reception area available. Bright open area plan with conference room. Congenial working environment. Please call 845-639-2411 or email robert@magrinolaw.com.

PART-TIME OFFICE - NEW CITY

Office in New City available to use on your letterhead, accept packages, meet with clients, hold conferences, send faxes, accept mail, meetings at day or night, receptionist, waiting area for clients, very ample free parking, private bathroom. Perfect for practitioner with home office who needs a public presence. Low monthly fee. Call Bill at 845-300-9168.

ATTORNEY NEEDED

To gradually take over (1 year) a solo law practice in West Nyack, NY (Wills, Trusts, Family Law, Divorce, Real Estate) Please call 845-358-1069 or email vvitalelaw@gmail.com

FULL-TIME IN HOUSE COUNSEL

CreditRiskMonitor (OTCQX:CRMZ), a small, public company and web-based publisher of financial information located in Rockland County (near Nyack and the Tappan Zee/Mario Cuomo Bridge), has an opening for a full-time In House Counsel with 3-5 years' work experience. Seeking an internet savvy attorney with B2B and electronic commerce/contracting experience. Local candidates, preferred. Perks include: easy commute, competitive salary, paid time off, and business casual environment.

PARALEGAL WANTED

Paralegal for plaintiff's personal injury law firm. Experienced all phases of litigation from intake through discovery and trial preparation. Bilingual a plus. Computer Savvy with good interpersonal skills. Send resume to lawyers@pilaw.com.

ENTRY LEVEL ASSOCIATE WANTED

A solo criminal, commercial and personal law office is looking to hire a part or a full-time entry or newly established associate. The salary and hours are negotiable. Please forward resume to lauren@garyliptonlaw.com or fax to 845-624-0288.

ATTORNEY WANTED

New City, NY Law Office seeks attorney with interest in a career with a law firm practicing in the areas of Personal Injury, Malpractice, and Nursing Home Neglect. No experience necessary. Salary and Benefits to be discussed. Call 845.598.8253. E-mail: vcrownlaw@aol.com. Applicants can learn more about the Law Firm of Valerie J. Crown by visiting our website: valericrown.com

TRIAL ATTORNEY WANTED

Finkelstein & Partners is seeking to hire a TRIAL ATTORNEY to cover Orange, Rockland and Westchester County personal injury cases. Candidates must be licensed to practice in New York and have 3 to 5 years of litigation experience. To be considered please your email resume to: tcavallucci@lawampm.com

LEGAL ASSISTANT PART-TIME

Legal/administrative assistant for small law firm in New City. This is a part-time entry level position suitable for someone interested in gaining practicable and invaluable job experience in the legal area. Good computer skills, detailed oriented, knowledge of basic office procedures and Internet savvy candidate preferred. Students are encouraged to apply. Please fax resume to (845) 517-0671.

ASSOCIATE ATTORNEY NEEDED

3-5 years litigation experience for busy Rockland County firm. Please forward resume to phabas@barpc.com or fax to 845-359-5577

ATTORNEYS SEEKING PARALEGALS

Rockland Community College ABA approved Paralegal program can assist attorneys with filling their open job positions for both part and full time employment opportunities. We have students that range from entry level to experienced Paralegals. Paralegals are not permitted to practice law, which means they cannot give legal advice, represent clients in court, set a legal fee or accept a case. Contact Amy Hurwitz-Placement Coordinator at (845) 574-4418 or email at ahurwitz@sunyrocland.edu

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