



November 7, 2025

The Honorable Jeannette A. Vargas  
United States District Judge  
Southern District of New York  
Daniel Patrick Moynihan  
United States Courthouse  
500 Pearl Street  
New York, NY 10007-1312

**Re: *In re JJ Arch LLC*, Case #24-08649 (JAV) (S.D.N.Y. Nov. 14, 2024),  
*appeal from* Case #24-10381 (JPM) (Bankr. S.D.N.Y. Mar. 7, 2024)  
Request for Judicial Notice**

Dear Judge Vargas:

Appellant JJ Arch LLC (“JJ Arch,” “Debtor,” and “Appellant”) respectfully requests that judicial notice be taken, pursuant to Federal Rule of Bankruptcy Procedure 8013(a) and Federal Rule of Evidence 201(c), of certain developments that are relevant to the issues on appeal.

In the underlying bankruptcy proceeding before the Honorable John P. Mastando III, *In re JJ Arch LLC*, Case #24-10381 (JPM) (Bankr. S.D.N.Y. Mar. 7, 2024) (the “Bankruptcy Proceeding”), Debtor’s motion for an indicative ruling under Federal Rule of Bankruptcy Procedure 8008 has drawn no opposition, and facts alleged in the motion remain unopposed on the record.<sup>1</sup>

Debtor’s Rule 8008 motion respectfully requests an indicative ruling in one of two ways: substantively, that the Bankruptcy Court would grant relief from judgment, if this Court were to remand the matter pending appeal; or, procedurally, granting such additional State-Federal coordination as may be warranted to facilitate findings of fact and conclusions of law on legal issues that are cross-cutting in the Supreme Court, the Bankruptcy Proceeding, and this appeal.

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<sup>1</sup> Bankr. Pro. Case #24-10381, ECF Dkt. #237, Debtor Rule 8008 Mot.; *id.* #239, Debtor Notice of No Opp.

Appellant's briefing in this matter includes legal issues that surround the standing,<sup>2</sup> undisclosed alignment of interests,<sup>3</sup> and structural attorney conflicts of interest,<sup>4</sup> in relation to 35 Oak Holdings Ltd. ("Oak"), Arch Real Estate Holdings LLC ("AREH"), and Jared Chassen.

Debtor's Rule 8008 motion was intended to notify the Bankruptcy Court that its concerns regarding these three issues were recently corroborated by newly discovered evidence concerning the "Common Interest, Joint Prosecution and Joint Defense Agreement" (the "Joint Defense Agreement") formed between Oak and Mr. Chassen.<sup>5</sup> Mr. Chassen disclosed this document on JJ Arch's motion to compel, which His Honor, Justice Joel M. Cohen, J.S.C., granted in *Simpson v. Chassen*, Index #158055/2023 (Sup. Ct. N.Y. County, Comm. Div. Aug. 15, 2023).<sup>6</sup>

Appellees' three dispositive motions – for remand (joined by Oak),<sup>7</sup> lifting of the automatic stay;<sup>8</sup> and dismissal<sup>9</sup> – rest on the disputed premise that Jeffrey Simpson, on behalf of JJ Arch, filed for bankruptcy without a good faith basis to do so. The produced document, however, reveals that Oak, which controls AREH, and Mr. Chassen, have been operating as a single litigation unit since at least August 6, 2023, *nunc pro tunc* to August 3, 2023,<sup>10</sup> to defeat the Bankruptcy Proceeding while advancing Oak's interests in multistate litigation.<sup>11</sup>

As produced, the Joint Defense Agreement is a composite of two different documents – the body of which indicates version 2 (pages 1-5), whereas the final signature page indicates version 1 (page 7); one page is missing in between them (page 6) – which were merged and held out as a single agreement.<sup>12</sup> The submission of this business record as such furthers questions of professional ethics, which amplify related concerns over standing and structural conflicts.

<sup>2</sup> *Standing*: ECF Dkt. #48, App. Br. at 14, 21-22; *id.* #51-52, Reply Br. at 17-18.

<sup>3</sup> *Joint Defense Agreement*: ECF Dkt. #48, App. Br. at 9, 18-20, 24; *id.* #51-52, Reply Br. at 6-7, 9, 11, 15-18, 21.

<sup>4</sup> *Conflicts of Interest*: ECF Dkt. #51-52, Reply Br. at 5-6, 20-21.

<sup>5</sup> NYSCEF Dkt. #1901, Joint Defense Agmt. A true and correct copy is attached as Exhibit A.

<sup>6</sup> *Id.* #1850, Order re: Mot. Seq. #28.

<sup>7</sup> *Remand*: Adv. Pro. Case #24-01335, ECF Dkt. #2-3, AREH-Chassen Mot.; *id.* #4, Oak Mot.; *id.* #23 AREH-Chassen Reply; *id.* #24, Oak Reply; Adv. Pro. Case #24-04026 ECF Dkt. #5-6, Chassen Mot.; *id.* #12, AREH Mot.

<sup>8</sup> *Lift Stay*: Bankr. Pro. Case #24-10381, ECF Dkt. #38-39, AREH Mot.; *id.* #40-43, Chassen Mot.; *id.* #69, Chassen Reply; *id.* #70, AREH Reply.

<sup>9</sup> *Dismissal*: Bankr. Pro. ECF Dkt. #4-5, Chassen Mot.; *id.* #13, AREH Mot.; *id.* #170, AREH-Chassen Mot.; *id.* #188, AREH-Chassen Reply.

<sup>10</sup> Ex. A, Joint Defense Agmt. at 1.


<sup>11</sup> ECF Dkt. #48, App. Br. at 9, 18-20, 24; *id.* #51-52, Reply Br. at 6-7, 9, 11, 15-18, 21; *see also* ECF Dkt. #52, Attorney Decl. Ex. B (multistate litigation).

<sup>12</sup> Bankr. Pro. Case #24-10381, ECF Dkt. #237, Debtor Rule 8008 Mot. at 4-7.

Finally, additional evidence is being simultaneously filed in the Bankruptcy Court in further support of Debtor's request for an indicative ruling with respect to relief from judgment under Bankruptcy Rule 9024. Enclosed please find a true and correct copy of an email exchange between Jeffrey Simpson and Kevin Wiener, Oak's Executive Vice President, dated between September 22 and 24, 2025, attaching a letter that Mr. Wiener mailed to Mr. Simpson.<sup>13</sup>

In these documents, Mr. Wiener acknowledges having assumed control of an investment entity that JJ Arch managed outside of AREH, which holds assets of Debtor's estate.<sup>14</sup> The assets include a former hotel in Miami, known as the Alton Property.<sup>15</sup> The verified complaint in the associated adversary proceeding against Oak described the Alton Property as an example revealing *ultra vires* actions that Oak has taken in breach of JJ Arch's consent rights.<sup>16</sup>

Respectfully submitted,

  
Benjamin Robert Rajotte, Esq.  
One Maiden Lane, Suite 900  
New York, New York 10038  
(212) 463-6669  
rajb@mllg.nyc

*Counsel for Appellant Jeffrey Simpson*

cc: All parties entitled to notice via ACMS

Encls.

<sup>13</sup> A true and correct copy of the email thread and letter is attached as Exhibit B.

<sup>14</sup> Ex. B, Email Thread (Sept. 22-24, 2025) and Ltr. re: 1700 Arch JJ LLC (Aug. 2, 2025); *see also* Adv. Pro. Case #24-04025, ECF. Dkt. #1, Verified Compl. at 5 ¶20 (noting that JJ Arch and Oak are bound by operating agreements for each investment entity, including for the Alton Property, which “establish the rights and obligations of the parties”).

<sup>15</sup> Adv. Pro. Case #24-04025, ECF. Dkt., Verified Compl. #1 at 16-17 ¶¶54-55 & n.25 (“Regarding the Alton Property, which involves a hotel located at 1700 Alton Road, in Miami Beach, Florida, 1700 Arch JJ LLC, as managing member, entered into a Limited Liability Agreement with Oak, as non-managing member. The operating agreement contains the Consent Provisions. See Section 6.1 and 6.1.3 of the 1700 Arch LLC Operating Agreement. [Adversary Proceeding Defendant Infinity Real Estate LLC] serves alongside 1700 Alton Manager LLC as co-manager of the property owner. As with other Operating Agreements, for certain ‘Major Decisions,’ unanimous consent among co-managers is required. Major Decisions include termination of significant leases.”).

<sup>16</sup> Adv. Pro. Case #24-04025, ECF. Dkt. #1, Verified Compl. at 15 ¶¶48-49.