

Justice Ramos has presided over numerous significant cases and issued landmark rulings including:

*Alpha Manhattan, LLC v UBS Real Estate Sec., Inc.* (2008 NY Slip Op 32976[U])- interpretation of clause requiring “commercially reasonable efforts” as a condition precedent to fund a commercial loan.

*Ambac Assurance Corp. v EMC Mortg.* (39 Misc3d 1240[A]) (2013); *American Home Assur. Co. v American Re-Ins. Co.* (2010 WL 8938996); *Assured Guar. Corp. v EMC Mortg., LLC* (39 Misc 3d 1207[A]) (2013)- analysis of a financial guaranty insurer’s “repurchase protocol” remedy in a residential mortgage-backed-securities transaction.

*Annonymous v CVS Corporation* (188 Misc2d 616) (2001)- class action challenging a pharmacy’s sale of its customers’ medical and prescription information without their knowledge or consent.

*Arfa v Zamir* (2008 NY Slip Op 30137[U]), (2008 NY Slip Op 31332[U]), (21 Misc3d 1101[A]) (2008). 2008 NY Slip Op 32513[U]), (2008 NY Slip Op 33348[U])- interpretation of LLC operating agreements following management deadlock.

*Bankers Trust New York Corp. v Greenberger* (120 Misc2d 957) (1983)- service of process at home during business hours rejected.

*Bullmore v Ernst & Young Cayman Is.* (2006 NY Slip Op 30069[U]), (20 Misc3d 667) (2008)- allegations of negligence on part of collapsed hedge fund’s auditor who failed to detect investment managers’ fraudulent valuation.

*Ceasars Bahamas Invs. Corp. v Baha Mar JV Holdings Ltd.* (2008 NY Slip Op 32533[U])- interpretation of choice of law and forum selection clauses.

*Christie’s Inc. v SWCA, Inc.* (22 Misc 3d 380) (2008)- rescission sought on a contract of sale involving the sale a bronze sculpture created by the artist Pablo Picasso that was subsequently challenged as a fake.

*CIFG Assur. N. Am. v Bank of Am.* (41 Misc3d 1203[A]) (2013)- financial guaranty insurer who insured “re-MIC” transactions alleged fraud after the insured suffered extremely high default rates.

*Citigroup Global Mkts., Inc. v Fiorilla* (2018 NY Slip Op 31919[U])- litigant’s frivolous conduct- which included making inaccurate and incomplete factual assertions in subsequent foreign jurisdictions following his loss of the lawsuit- warranted imposition of sanctions.

*Credit Suisse Intl. v URBI* (41 Misc3d 601) (2013)- unauthorized foreign corporation lacked capacity to bring an action in New York State.

*Daesang Corp. v Nutrasweet Co.* (55 Misc3d 1218[A]) (2017)- application of manifest disregard of law pertaining to an international arbitral award.

*Doe v The Daily News LP* (173 Misc2d 321) (1995)- constitutional implications of libel litigation against the news media.

*DLJ Mortg. Capital, Inc. v Kontogiannis* (41 Misc 3d 1237[A]), (2014 NY Slip Op 30042[U])- provisional and post-judgment remedies involving priority disputes among competing judgment creditors under Articles 52 and 62 of the CPLR.

*Duran v Bautista* (47 Misc3d 1207[A]) (2015)- turnover proceeding involving one of Claude Monet's famous water lily paintings purportedly owned by Imelda Marcos.

*Expedi City of New York* (2010 NY Slip Op 33863[U], reversed 89 AD3d 640 [1<sup>st</sup> Dept 2011], *reversed and reinstated* 22 NY3d 121 [2013])- determined that the City of New York has a right to impose the hotel room occupancy tax on third-party marketers of hotel rooms.

*Explorers Club v Diageo PLC* (45 Misc3d 434) (2014)- interpretation of General Business Law s. 135.

*Federal Ins. Co. v North Am. Specialty Assur. Co.* (2008 NY Slip Op 33349[U])- analysis of the anti-subrogation rule.

*First Acquisition Funding LLV v 1<sup>st</sup> Alliance Lending, LLC* (40 Misc3d 1230[A], affirmed 121 AD3d 429) (2013)- contractual interpretation of a warehouse financing line of credit agreement.

*Giorgio Armani Corp. v SL Green Realty Corp.* (2015 NY Slip Op 31482[U])- commercial tenant sought a Yellowstone injunction to prevent its landlord from evicting it from its flagship retail space.

*Hanwa Life Ins. V UBS AG* (43 Misc3d 1224[A])- foreign bank challenged New York as the appropriate forum to resolve a dispute involving its investment in a CDO.

*Higgins v New York Stock Exchange, Inc.* (10 Misc3d 257) (2005)- shareholder derivative lawsuit arising out of the proposed merger of the New York Stock Exchange and the electronic stock market, ArcaEx.

*Hotel 71 v Falor* (February 8, 2008), reversed 58 AD3d 270 (1<sup>st</sup> Dept 2009), reversed and reinstated 14 NY3d 270 (2010)- issue of first impression involving pre-judgment attachment of un-certificated LLC membership interests of an out-of-state garnishee.

*In re Liquidation of Jugobanka* (46 Misc3d 615)- issue of first impression examining judicial authority to authorize a settlement between the New York State Superintendent of Banks and a foreign bankruptcy trustee arising out of the liquidation of a defunct Yugoslavian bank.

*JP Morgan v Vigilant Ins. Co.* (42 Misc3d 1230[A] (2014), (53 Misc3d 694) (2016), (53 Misc3d 694) (2016), (58 Misc3d 1211[A]) (2018)- insurance coverage dispute stemming from Bear Stearns' monetary settlement of regulatory investigations.

*JP Morgan Chase & Co. v Travelers Indem. Co., Twin City Fire Ins. Co.* (22 Misc3d 111[A]) (2009), (2009 NY Slip Op 30652[U])- insured sought judicial declaration that its Enron-related claims were covered under its excess insurance program.

*Madison Hudson Assoc. v Neumann* (2005 NY Slip Op 51289[U])- failed joint venture to develop the Gansevoort Hotel.

*Miramax Films Corp. v Motion Picture Assoc. of America, Inc.* (148 Misc2d 1) (1990)- movie ratings as a marketing tool.

*National Union Fire Ins. Co. v Xerox Corp.* (6 Misc3d 763) (2004)- determined that the parties did not intend a condition precedent contained in the binder to be incorporated into an insurance policy.

*NSB Advisors, LLC v C.L. King & Assoc.* (2018 NY Slip Op 32533[U])- Court declined to vacate an arbitral award on the basis of manifest disregard of law.

*Orchard Hotel, LLC v D.A.B. Group* (43 Misc3d 1201[A]) (2014)- foreclosure of mortgage loans securing commercial property in Manhattan.

*Orlich v Helm Brothers Inc.* (146 Misc2d 368) (1990)- car airbag safety.

*Payner v Natixis N. Am. LLC* (43 Misc3d 1224[A]) (2014)- interrelation of an employment agreement and FINRA arbitration.

*People v Grasso* (12 Misc3d 384) (2006)- the Court considered whether the compensation of a director of a not-for-profit corporation was excessive.

*People v Greenberg* (2010 NY Slip Op 33216[U]) (2010); *People v First American Corp.* (24 Misc3d 672)- examination of Martin Act claims and federal preemption.

*People v World Interactive Gaming Corp.* (185 Misc2d 852) (1999)- considered the authority of the State to enjoin a foreign corporation to offer online gambling to residents from an offshore location.

*Phoenix Light SF Limited v Credit Suisse, AG* (2015 NY Slip Op 30658[U])- determined that purchaser of residential mortgage-backed securities failed to state a claim for fraud.

*Princes Point LLC v AKRF Engineering, P.C.* (42 Misc3d 1219[A])- contractual interpretation of a commercial real estate contract of sale.

*Prudential Ins. Co. v WestLB* (37 Misc3d 1208[A]) (2012)- analysis of lender rights and duties lenders under an inter-creditor agreement.

*R&R Capital LLC v Merritt* (2010 NY Slip Op 30778[U])- examination of the rule against claim splitting and Judiciary Law s. 487.

*Reif v Nagy* (2018 NY Slip OP 31781[U]) (2018)- in a landmark ruling, the heirs of Holocaust victim, Fritz Grunbaum, were awarded title to two Nazi-looted paintings by the artist Egon Schiele under the HEAR Act.

*Reva Capital Mkts. LLC v Northend Energy Ltd.* (49 Misc3d 1219[A]) (2015)- contractual interpretation of an engagement letter of employment.

*Roni LLC v Arfa* (2009 WL 8753100)- Court determined that LLC promoters owe a fiduciary duty to investors/future LLC members.

*Scott v Beth Israel Med. Ctr.* (17 Misc3d 934) (2007)- the Court ruled that an employee waived his attorney-client privilege when he used his work computer to communicate with his legal counsel by email.

*Seneca Ins. Co. v Cimran Co.* (2012 NY Slip Op 33166[U])- insurer sought declaration that an insurance policy was void ab initio as a result of a misrepresentation on the part of the insured.

*Shao v Lin* (2013 NY Slip Op 51079[U]) (2013)- determined that an attempt by one member of a three-member LLC to circumvent membership interest transfer restrictions of the type commonly found in LLC agreements by “pledging” to a second member his membership interest in the LLC was invalid.

*Shelton v Elite Model Mgmt., Inc.* (11 Misc3d 345) (2005)- models challenge the charging of excessive fees by modeling agencies.

*Societe Anonyme Marocain De L’Industrie Du Raffinage v Bank of America N.A.* (50 Misc3d 1217[A]) (2016)- commercial paper, conflict of laws.

*Stone Column Trading House Ltd. v Beogradska Banka in Bankruptcy* (2017 NY Slip Op 32077[U])- conflict of laws, application of foreign law.

*Stulman v John Dory LLC* (2010 NY Slip Op 33911[U])- determined that majority members of an LLC may merge the entity into another under section 1002 of the NY LLC Law by written consent.

*Swezey v Merrill Lynch, Pierce, Fenner & Smith, Inc.* (2009 NY Slip Op 32650[U])- human rights abuse victims of the late President Ferdinand Marcos challenge the assertion of sovereign by the government of the Philippines in a turnover proceeding.

*Syncora Guarantee, Inc. v Countrywide Home Loans, Inc.* (36 Misc3d 328) (2012)- residential mortgage-backed securities fraud, contractual remedies.

*Tap Holdings, LLC v Orix Finance Corp.* (45 Misc3d 1217[A])- challenge to the commercial reasonableness of UCC foreclosure sale and examination of champerty.

*Thome v Alexander & Louisa Calder Foundation* (2008 NY Slip Op 31232[U])- declaratory judgment sought as to the authenticity of an original Calder work of art.

*Wathne Imports, Ltd. v Polo USA* (2008 NY Slip Op 31123[U])- interpretation of licensing, vendor and branding agreements.

*Whitney Group, LLC v Hunt-Scanlon Corp.* (2010 NY Slip Op 33805[U])- interpretation of a contractual indemnification clause in employment agreements.

*Wilson v Dantas* (2018 NY Slip Op 50060[U]) (2018)- contractual interpretation, fiduciary relationship/joint venture.

*2470 Cadillac Resources, Inc. v DHL Express (USA), Inc.* (2013 NY Slip Op 30298[U]), (44 Misc3d 1208[A]) (2014)- federal preemption; franchisees challenge enforceability of contract.

*26<sup>th</sup> LS Series LLC v Brooks* (2016 NY Slip Op 31074[U])- life insurance policy arising out of an alleged fraudulent scheme that targeted elderly persons.

*546-552 W.146<sup>th</sup> St. LLC v Arfa* (2011 NY Slip Op 31610[U])- members of LLCs challenge managing member's attempt to seek indemnification of legal fees pursuant to LLC operating agreements.