

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK: COMMERCIAL DIVISION PART IAS MOTION 48EFM

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WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE BENEFIT OF THE HOLDERS OF CD 2016-CD2 MORTGAGE TRUST COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2016-CD2, WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE, FOR THE BENEFIT OF THE REGISTERED HOLDERS OF JPMDB COMMERCIAL MORTGAGE SECURITIES TRUST 2017-C5, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2017-C5, DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE, ON BEHALF OF THE REGISTERED HOLDERS OF CITIGROUP COMMERCIAL MORTGAGE TRUST 2017-P7, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2017-P7, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE, ON BEHALF OF THE REGISTERED HOLDERS OF CD2017-CD3 MORTGAGE TRUST, and COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2017-CD3,

INDEX NO. 850176/2020  
MOTION DATE N/A  
MOTION SEQ. NO. 006

**DECISION + ORDER ON MOTION**

Plaintiffs,

- v -

ELMWOOD NYT OWNER, LLC, LANDINGS NYT OWNER, LLC, OAKWOOD NYT OWNER, LLC, WALLKILL NYT OWNER, LLC, BOARD OF MANAGERS 229 WEST 43RD STREET CONDOMINIUM, CRIMINAL COURT OF THE CITY OF NEW YORK, GLOBAL SECURITY GROUP INC., and JOHN DOE NO. I THROUGH JOHN DOE NO. XXX,

Defendants.

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HON. ANDREA MASLEY:

The following e-filed documents, listed by NYSCEF document number (Motion 006) 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 95, 96, 97, 98, 99, 100, 101, 103, 104, 105

were read on this motion to/for INJUNCTION/RESTRAINING ORDER.

Upon the foregoing documents, it is

The Ribbon Worldwide 44 LLC d/b/a The Ribbon is a John Doe defendant in this mortgage foreclosure. For the reasons stated on the record on June 1, 2021, the Ribbon's motion brought by OSC is granted. The Ribbon shall submit the transcript to be so ordered.

As stated on the record, this preliminary injunction does not preclude the Receiver from serving notices on the Ribbon consistent with lease. (NYSCEF 85, April 26, 2021 Letter.) However, such notices shall not be addressed to “Gentlemen,” which in 2021 is unprofessional, inconsiderate, and discourteous. Gender neutral language is consistent with the CPLR, the Rules of Professional Conduct Rules and a civil society. “An attorney who demonstrates a lack of civility, good manners and common courtesy taint the image of the legal profession and, consequently, the legal system, which was created and designed to resolve differences and disputes in a civil manner.” (*Laddcap Value Partners, LP v Lowenstein Sandler P.C.*, 18 Misc 3d 1130[A], 2007 NY Slip Op 52538[U], \*7-8 [Sup Ct, NY County 2007].) Gender-neutral language is also essential to good business practices. (See Kim Elsesser, *How To Use Gender-Neutral Language, And Why It’s Important To Try*, Forbes [July 8, 2020], available at <https://www.forbes.com/sites/kimelsesser/2020/07/08/how-to-use-gender-neutral-language-and-why-its-important-to-try/?sh=2087504026ba>.) A judge has a duty to address such conduct. (Code of Judicial Conduct 22 NYCRR 100.3[B].)<sup>1</sup> The Receiver and the Receiver’s attorney shall educate themselves about gender neutral speech. (See New York State Judicial Committee on Women in the Courts, *Fair Speech, Gender Neutral Language in the Courts* [March 2017], available at <http://ww2.nycourts.gov/sites/default/files/document/files/2018-07/fair-broch2.pdf>.)

At this stage, it appears to this court that a cause of action exists in favor of The Ribbon, and against the Receiver, and that the Ribbon is entitled to a preliminary injunction on the ground that the Receiver threatens or is about to do, or is doing or procuring or suffering to be done, an act in violation of the Ribbon’s rights respecting the subject of the action.

Accordingly, it is

ORDERED that the undertaking is fixed in the sum of \$10,000 conditioned that the Ribbon, if it is finally determined that it was not entitled to an injunction, will pay to the Receiver all damages and costs which may be sustained by reason of this injunction; and it is further

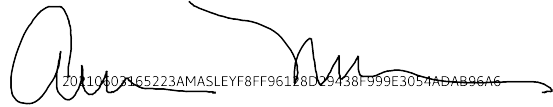
ORDERED that the Receiver, its agents, servants, employees and all other persons acting under the jurisdiction, supervision and/or direction of the Receiver, are enjoined and restrained, during the pendency of this action, from doing or suffering to be done, directly or through any attorney, agent, servant, employee or other person under the supervision or control of the Receiver or otherwise, any of the following acts:

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<sup>1</sup> Indeed, the New York State courts have been training judges how to address such gender bias since March 1999. (New York State Judicial Committee on Women in the Courts, *On the Bench, Judicial Responses to Gender Bias* [March 1999] available at <http://ww2.nycourts.gov/sites/default/files/document/files/2018-07/OntheBench.pdf>.)

1. The Receiver is enjoined from drawing down on the Ribbon's Letter(s) of Credit to preserve the status quo; and

2. The Receiver is enjoined from interfering with the Ribbon's possession of the premises unless it is properly served with notice consistent with the lease.



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6/3/2021  
DATE

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ANDREA MASLEY, J.S.C.

CHECK ONE:

CASE DISPOSED

NON-FINAL DISPOSITION

GRANTED

DENIED

GRANTED IN PART

OTHER

APPLICATION:

SETTLE ORDER

SUBMIT ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

FIDUCIARY APPOINTMENT

REFERENCE