SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: **HON. PHAEDRA F. PERRY-BOND** **PART** **35**

Justice

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In the Matter of the Application of
TRANSASIA COMMODITIES INVESTMENT LIMITED,

Petitioner,

For a Judgment Pursuant to CPLR 5225 to Compel Payment of Money and Delivery of Property

- v -

ARTEMIS WORLD S.A., ADAM PASHOLK, AIKATERINI CHAIDA, ALBERTA NAVIGATION LTD., ALPHA SERVICES AND HOLDINGS S.A., ALTAIR NAVIGATION S.A., ANNA ZOLOTAS, ARCHANGEL MARITIME AND TRADING S.A., AROMATOLOGIC A.E., ARTEMIS GIANNARA, ASE SHIPPING SERVICES, INC.,BALTIC INTERNATIONAL BANK, BANQUE CANTONALE VAUDOISE, BANQUE CRAMER & CIE SA, BARCLAYS BANK PLC, BOGDAN IVANSECU, BOGI INVESTMENTS INC.,C.G. HARMONY HOLDINGS LIMITED, CAROLENA CONSULTANTS CORP., CFM INDOSUEZ WEALTH MANAGEMENT, CHRYSANTHI GIARA, COINBASE INC.,COMMERZBANK AG, COMMODITY & TRADING CO., DAMON TESTAVERDE, DONALD MANASSE, EUROBANK ERGASIAS, EUROBANK EQUITIES INVESTMENT FIRM S.A., F&S PARTNERS S.A., FAY CATSIBA, GAIDA TRADING COMPANY, GRANDUNION INC.,HSH NORDBANK AG, IOANNIS NEOCLEOUS, JOELLE PASTOR-BENSA, JOSEPH KOKKINOS, JOSEPH KOKKINOS & CO. LTD., KONSTANTINOS LIVANOS, LIBRA INTERNET BANK, LIFETIME INVESTMENT CO., LIFETIME TRADING INC.,MICHAEL ZOLOTAS, MIHAIL FOLE, NETWORK 1 FINANCIAL SECURITIES, INC.,NEWLEAD HOLDINGS LTD., NN HELLAS, OCBC BANK, OPTIMA BANK, OVERSEAS SHIP MANAGEMENT S.A., PALETTE MARITIME LTD., PIRAEUS BANK A.E., PREMIUM CONSUL LLC,PRICEWATERHOUSE-COOPERS SOCIETE, SHIP MANAGEMENT SYSTEMS A.E., SOCIETE GENERALE BANK - CYPRUS LIMITED, SOCIETE GENERALE PRIVATE BANKING (MONACO) SAM, SOCIETE MARSEILLAISE DE CREDIT, TOPIA NAVIGATION JLT, TRADEWIND GMBH, TSOFLI ENTERPRISES S.A., JOHN DOE LUXEMBOURG, JOHN DOE 2-10,

Respondents.

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INDEX NO. 154465/2025

MOTION DATE 12/05/2025

MOTION SEQ. NO. 016

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 016) 170, 171, 172, 173, 174, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 733, 756, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 1048, 1074

were read on this motion to/for DISMISS.

Upon the foregoing documents, Respondent Alpha Bank S.A.'s ("Alpha") motion to dismiss the petition asserted against it is granted.

I. Background

This is one of several turnover petitions filed by petitioner TransAsia Commodities Investment Limited ("TransAsia") against a sprawling list of respondents, many of whom are not even located within the United States. TransAsia's unorthodox litigation tactics are compounded by the filing of a Kafkaesque 205-page petition. Collectively, the numerous TransAsia petitions have resulted in over 60 motions filed by the parties, the vast majority of which are motions to dismiss. The following background provides context to the instant motion to dismiss filed by Alpha.

A. The Underlying Judgment

This post-judgment petition arises from an action in New York County Supreme Court captioned *TransAsia Commodities Investment Limited v NewLead JMEG, LLC, et al.*, Index No. 654414/2013 (the "Underlying Action"). The Underlying Action alleged a stock fraud scheme orchestrated by Respondent/Judgment-Debtor Michael Zolotas ("Zolotas") to inflate the share price of NewLead Holdings Ltd. ("NewLead"), an international shipping company that until 2014 was traded on the NASDAQ Global Select Stock Market. Allegedly, in 2012 NewLead was facing a cash shortfall and its shipping fleet was threatened with foreclosure, at which time Zolotas and Jan Berkowitz ("Berkowitz") schemed to divert NewLead's remaining value and assets by allegedly using NewLead as a front to defraud others.

Allegedly, as part of this scheme, NewLead entered the commodities business to become a vertically integrated shipping and commodity company. Thus, in April of 2012, NewLead, through its wholly owned subsidiary NewLead Holdings (US) Corp. ("NewLead US"), entered a joint venture with J Mining & Energy Group ("J Mining"), a company owned by Berkowitz. The result of the joint venture was a company called NewLead JMEG LLC ("NewLead JMEG"), whose purpose was to purchase and trade coal.

NewLead entered a contract for the supply of coal to TransAsia in June of 2013 to supply 110,000 metric tons of coal to TransAsia from a NewLead mine in Kentucky, whereby NewLead would transport coal from Kentucky to New Orleans and then shipped to India. The contract was allegedly the result of fraud, with Berkowitz representing to TransAsia that NewLead owned coal mines and facilities to remove coal impurities when in actuality NewLead did not own coal mines or coal mining rights. Berkowitz also allegedly provided TransAsia with fabricated reports from SGS North America, Inc., a recognized coal assayer, which stated NewLead had coal that met TransAsia's specifications. On September 4, 2013, after TransAsia had charted a vessel to dock in New Orleans to bring the contracted for coal to India, NewLead provided official notice it could not fulfill its agreement. Although Zolotas allegedly promised to make TransAsia whole, that promise was never fulfilled, resulting in the Underlying Action being filed in December of 2013.

In the summer of 2015, Hon. Charles Ramos, who presided over the Underlying Action, ordered Berkowitz to produce his hard drive to TransAsia for a forensic analysis to determine whether certain discovery was being improperly withheld. Berkowitz's hard drive was obtained in 2015, and on December 3, 2015, Justice Ramos ordered Zolotas to turn over his hard drive to TransAsia. A forensic analysis of Zolotas's hard drive conducted in March and April of 2016 demonstrated Zolotas had deleted over 100,000 e-mails to avoid discovery. Ultimately, on January

19, 2017, after several bad faith discovery abuses, the defendants' answer in the Underlying Action was stricken and TransAsia was awarded default judgment on the issue of liability.

After a report and recommendation issued by a Special Referee on the issue of damages, a judgment was entered on December 18, 2017, against NewLead JMEG, LLC, NewLead Holdings Limited, NewLead Holdings (US) Corp., Michael Zolotas and Jan Berkowitz (collectively "Judgment Debtors") in the amount of $22,193,220.52. The judgment was modified on February 16, 2018, and held Judgment Debtors jointly and severally liable in the amount of $22,262,965.44 (the "Judgment"). The Judgment was domesticated and recognized in Greece and Monaco, but Petitioner alleges the Judgment remains unsatisfied.

B. Post-Judgment Activity

Petitioner engaged in significant post-judgment litigation arising from discoveries made through documents contained on Berkowitz's and Zolatas's hard drives. According to Petitioner, the analysis of the documents showed that the Judgment Debtors had engaged in a deliberate and systematic campaign of stripping their assets to render them judgment proof. Petitioner alleges that this included a spreadsheet produced in the Underlying Action that showed Zolotas had certain individuals and entities present false or inflated invoices to NewLead which were then kick backed to Zolotas. Petitioner claims money that was siphoned was laundered via banks in Greece, Germany, Romania, and Switzerland involving "straw entities" in Panama, Liberia, Luxembourg, the Marshall Islands and Cyprus. Petitioner alleges that documents produced in the Underlying Action showed that Zolotas recruited Michael Fole and Dimitrios Tsouvelekakis to launder the fraudulent kickbacks by utilizing shell companies with "nominee shareholders" and "nominee directors" which allowed Zolotas to bypass enhanced financial transaction monitoring.

Based on this information, in 2018, Petitioner filed a whistleblower submission with the Securities Exchange Commission ("SEC") based on documents obtained from Zolotas's laptop which showed the Judgment Debtors were fraudulently dissipating their assets to avoid paying creditors. Petitioner likewise engaged in post-judgment enforcement actions in Monaco. On December 24, 2018, the Court of Appeals in Monaco granted Petitioner permission to register a judicial mortgage on an apartment in Monaco owned by an entity called Artemis World S.A. ("Artemis World"), accepting Petitioner's argument that Artemis World was a "sham" entity incorporated by Zolotas to shield himself from creditors.

TransAsia also engaged in post-judgment litigation in this Court, filing a turnover proceeding against Aurora Properties, Zolotas, and Zolotas's ex-wife, Chrysanthi Giara (*see TransAsia Commodities Investment Limited*, *v Zolotas, et al.*, Index No. 150312/2018 [Sup. Ct., New York County]). In that action, commenced on January 12, 2018, TransAsia alleged that Zolotas dissipated his assets through a scheme of opening and closing dozens of corporate entities. TransAsia commenced another turnover proceeding in 2019 in this Court against Zolotas and Giara (*see TransAsia Commodities Investment Limited v Giara et al.*, Index No. 162010/2019 [Sup. Ct., New York County]). That petition made similar allegations about Zolotas's fraudulent dissipation of assets.

C. This Petition

This Petition was not filed until April 3, 2025. In this Petition, which is 205 pages long and consists of 1058 enumerated paragraphs, TransAsia sues over sixty respondents, some of whom are individuals and some of whom are business entities. As it relates to Alpha, TransAsia alleges in a vague and conclusory manner that Alpha failed to conduct due diligence into various entities and nominees utilized by Zolotas, which allowed Zolotas to launder money through Alpha, and asks this Court to award damages against Alpha based on Alpha's failure to conduct due diligence under New York Debtor & Creditor Law ("DCL") §§ 273-276 and 276-a.

Alpha moves to dismiss, joining an omnibus motion to dismiss, and sets forth its own specific and individualized arguments for dismissal. The grounds set forth for dismissal are numerous. First, Alpha argues that TransAsia has failed to establish that the exercise of personal jurisdiction over Alpha, a bank located in Greece, is proper. Second, Alpha argues that Petitioner fails to establish, pursuant to CPLR 5225(b), that Alpha is in possession or custody of any of Petitioner's assets. Third, Alpha argues TransAsia has failed to identify with specificity, as required by DCL §§ 273, 274 and 276, what transfers were allegedly fraudulent, or which were completed with an intent to defraud. On this subject, Alpha also argues that there are insufficient or non-existent allegations with respect to how Alpha benefited from any fraudulent transfer. Alpha further asserts that there can be no "aiding and abetting" a fraudulent conveyance claim based on the failure to conduct due diligence.

Fourth, Alpha argues the claims are time barred because TransAsia was in possession of Zolotas and Berkowitz's hard drives in 2015 and 2016 at which time they were in possession of documents and information to put them on inquiry notice of the allegedly fraudulent transfers. Fifth, Alpha argues the Petition fails to comply with CPLR 3013 and 3014 because the Petition is so lengthy and so poorly organized that it fails to give clear notice to the responding parties of what is alleged against them. Finally, Alpha argues the Petition should be dismissed on the doctrine of *forum non conveniens*.

In opposition, TransAsia submits an omnibus memorandum of law which claims, in sweeping and generalized fashion, that personal jurisdiction exists over all named Respondents because they may have used a bank account in New York to move certain assets. Sergei Turko

("Turko"), the sole director of TransAsia, claims Alpha uses two correspondent banks for U.S. Dollar transactions in New York. TransAsia also argues that Alpha's alleged role in fraudulent transfers caused injury to TransAsia within New York because it harmed TransAsia's ability to enforce a New York judgment, and that Alpha should have reasonably expected that its role in allegedly facilitating a fraudulent transfer would have consequences in New York. TransAsia further argues its claims are adequately alleged (and again does so makes the argument in a generalized and non-specific fashion). TransAsia argues the claims are timely because it filed within the two-year discovery period following May 2023.

In reply, Alpha argues that the mere maintenance of a correspondent account is insufficient to confer jurisdiction under CPLR 302(a)(1). Alpha also argues jurisdiction under CPLR 302(a)(3) fails because financial transactions between foreign persons and entities involving foreign banks and financial institution, which allegedly harmed a TransAsia, a United Kingdom based company, is far too remote to have caused injury "within" New York for purposes of conferring jurisdiction. Alpha also argues exercising personal jurisdiction violates due process as there is no explanation as to how Alpha could have reasonably expected its alleged acts to impact TransAsia's judgment when the allegedly fraudulent conveyances all predated the 2017 judgment. Alpha reiterates that the claims are time barred because TransAsia concedes that its principal, Turko, has filed whistleblower complaints with the Securities and Exchange Commission in 2018 wherein Turko, with the assistance of counsel and a forensic accountant, had identified fraudulent transfers. Alpha reiterates that TransAsia's use of group pleading and lengthy, convoluted, and jumbled Petition violates CPLR 3013 and 3014's pleading standards. Alpha also argues this case satisfies all three factors for dismissal under *forum non conveniens*.

II. Discussion

A. CPLR 3013 and 3014

The motion to dismiss is granted. As a preliminary matter, the Court agrees the sprawling, obscure, and disorganized Petition violates CPLR 3013 and 3014's pleading requirements (*see, e.g. Tong v Granat*, 234 AD3d 625 [1st Dept 2025]; *Nationstar Mortgage, LLC v Ocwen Loan Servicing, LLC*, 194 AD3d 490, 492 [1st Dept 2021]). The Court agrees with Respondents that the allegations, many of which have no relation to numerous respondents and reference various unrelated actions, are cumbersome, confusing, and fail to give fair notice of transactions which form the basis of the various claims asserted against the respondents, let alone in a sufficiently concise and particular mater (*see McNaughton v 5 West 14 Owners Corp.*, 235 AD3d 471, 473 [1st Dept 2025]; *Colleran v Rockman*, 232 AD2d 322, 323 [1st Dept 1996]).

Indeed, it is only after 159 pages of background and over 798 paragraphs of allegations that the Petition begins alleging the causes of action, yet the causes of action fail to state specifically which of the preceding 798 paragraphs and 159 pages which are "re-allege[d]" apply specifically to Alpha. The disjointed, cumbersome, disorganized, and monstruous pleading style alone warrants dismissal (*see Panagoulopoulos v Ortiz*, 143 AD3d 791, 792 [2d Dept 2016] citing *Sibersky v New York City*, 270 AD2d 209, 209 [1st Dept 2000]). The Court should not "be compelled to wade through a mass of verbiage and superfluous matter" to divine which allegations apply to which respondent in order to make some intelligible ruling as to whether certain causes of action have been validly stated (*see Scholastic Inc. v Pace Plumbing Corp.*, 129 AD3d 75, 79 [1st Dept 2015] quoting *Barsella v City of New York*, 82 AD2d 747, 748 [1st Dept 1981]). The pleading defects are compounded by the fact that TransAsia fails to even submit a specific memorandum of law in opposition to Alpha's motion, instead relying on an "omnibus" memorandum of law which proffers only generalized, non-specific arguments that everyone named was somehow involved in fraudulent activity and Petitioner should be entitled to discovery (*see, e.g. 3 East 54th Street New York, LLC v Patriarch Partners, LLC*, 90 AD3d 418, 419 [1st Dept 2011]).

A. Personal Jurisdiction

Alpha's motion to dismiss based on lack of personal jurisdiction is likewise granted. General jurisdiction over a corporate defendant may be exercised where the corporation is incorporated and maintains its principal place of business (*Aybar v Aybar*, 37 NY3d 274, 289 [2021]). Here, general jurisdiction over Alpha does not exist as it is undisputed that Alpha is incorporated and maintains its principal place of business in Greece. There is neither allegations nor actual evidence indicating that Alpha's contacts with New York are so extensive to make this an "exceptional case" where a non-domiciliary can be considered "at home" in New York (*Kyowa Seni, Co., Ltd. v ANA Aircraft Technics, Co., Ltd.*, 239 AD3d 413, 413-414 [1st Dept 2025]; *KPP III CCT LLC v Douglas Dev. Corp.*, 222 AD3d 408, 408-409 [1st Dept 2023]).

Specific jurisdiction also does not exist. TransAsia fails to allege any tortious activity committed by Alpha in New York, and Alpha's mere maintenance of a correspondent bank accounts in New York is insufficient to establish personal jurisdiction (*see Chaar v Arab Bank P.L.C.*, 220 AD3d 479, 480 [1st Dept 2023]). To adopt TranAsia's argument would be tantamount to finding anyone with ties to a bank account located in New York is subject to jurisdiction in New York.

TransAsia's reliance on the Court of Appeals' decision in *Licci v. Lebanese Canadian Bank*, 20 N.Y.3d 327 (2012) is misplaced and misinterprets prerequisites for exercising jurisdiction under *Licci*'s holding. Contrary to TransAsia's argument, in *Licci*, the Court of Appeals reiterated its prior holding in *Amigo Foods Corp. v. Marine Midland Bank-New York*, 39 NY2d 39, 396 (1976) that:

> "standing by itself, a correspondent bank relationship, without any other indicia or evidence to explain its essence, may not form the basis for long-arm jurisdiction under CPLR 302(a)(1)"

Moreover, the *Licci* Court held that there must be "at a minimum, a relatedness between the transaction [with the correspondent bank account] and the legal claim such that the latter is not completely unmoored from the former" (*Licci* at 339). In *Licci*, the Court of Appeals found that Lebanese Canadian Bank's repeated use of a correspondent banking account with American Express in New York to transfer several million dollars of international wire on behalf of Shahid, a financial front for the terrorist organization Hezbollah, subjected Lebanese Canadian Bank to New York's jurisdiction for purposes of adjudicating claims against Lebanese Canadian Bank for aiding and abetting Hezbollah's rocket attacks against United States, Canadian, and Israeli citizens. Here, there are no comparable allegations. What is alleged is that Alpha should have conducted due diligence into certain accounts to somehow discover that the true beneficiary of those accounts was Zolotas, and that Zolotas was using those accounts to fraudulently dissipate his assets. However, there are no allegations that any correspondent bank account in New York was in any way related to the Alpha bank accounts, which were all located in Greece, nor is New York in any way allegedly related to Alpha's failure to conduct due diligence. Thus, Alpha's alleged maintenance of a correspondent bank accounts in New York is completely unmoored from Petitioner's claims against Alpha (*see, e.g. Khalife v Audi Saradar Private Bank SAL*, 129 AD3d 468 [1st Dept 2015]).

The Court denies TransAsia's request for jurisdictional discovery. A party seeking jurisdictional discovery must provide a sufficient basis to conclude that there are some facts that discovery could show which would support the finding of personal jurisdiction (*see, e.g. Matter of New York Asbestos Litig.*, 212 AD3d 584, 586-587 [1st Dept 2023] citing *Latimore v Fuller*, 127 AD3d 521, 522 [1st Dept 2015]). Here, TransAsia failed to allege any facts that could lead to an inference that Alpha engaged in some tortious conduct in New York with a sufficient nexus to the alleged fraudulent conveyance claims (*Noris Medical, Inc. v Siev*, 214 AD3d 540, 541 [1st Dept 2023]). Therefore, the motion to dismiss based on lack of personal jurisdiction is also granted.

B. Statute of Limitations

The motion to dismiss is also granted on the basis that the claims against Indosuez are time barred. The Debtor & Creditor Law §§ 273 and 274 claims asserted against Alpha have a six-year statute of limitations which accrues at the time of transfer (*see G& Y Maintenance Corp. v 540 West 48th St. Corp.*, 234 AD3d 632 [1st Dept 2025] *see also Patterson Belknap Webb & Tyler LLP v Marcus & Cinelli, LLP*, 227 AD3d 505, 507 [1st Dept 2025] citing *Jaliman v D.H. Blair & Co. Inc.*, 105 AD3d 646, 646-647 [1st Dept 2013]). The challenged fraudulent transfers all occurred, at the latest, in 2016. Therefore, the challenge to those transactions under Debtor & Creditor Law §§ 273 and 274 are untimely, as this Petition was not filed until April 2025.

The claims premised on Debtor & Creditor Law § 276 are also time barred. The statute of limitations for Debtor & Creditor Law § 276 claims is six years from the date of the transfer or two years from the date the fraud was discovered or could have been discovered with reasonable diligence. "'The test as to when fraud should with reasonable diligence have been discovered is an objective one,' and the duty of inquiry arises 'where the circumstances are such as to suggest to a person of ordinary intelligence the probability that he [or she] has been defrauded'" (*see Apt v Sengupta*, 115 AD3d 466, 467 [1st Dept 2014] quoting *Gutkin v Siegal*, 85 AD3d 687, 688 [1st Dept 2011]).

TransAsia was in possession of Berkowitz and Zolotas's hard drives by February of 2016 and had conducted forensic analyses of those hard drives no later than April of 2016. TransAsia has been well aware of the allegedly fraudulent conveyances as TransAsia was litigating the issue of fraudulent conveyances in this Court in 2018 and 2019, in Monaco throughout 2018, and even filed a whistleblower complaint with the SEC in 2018. TransAsia cannot now challenge transfers which took place over a decade ago when it has been engaging in litigation in numerous forums alleging fraudulent transfers eight years ago and when it was conducting forensic examinations of Berkowitz and Zolotas's hard drives back in 2016. Indeed, the Petition itself admits that the hard drives "provide[d] an insightful window into the fraud" and that "the documents show" the "deliberate[] and systematic[] stripping [of]…virtually all of [Judgment Debtors'] assets to render them unable to pay their creditors" (NYSCEF Doc. 1 at ¶¶ 144-145). On March 2018, TransAsia had registered with the United States Department of Justice as a victim of fraud. Also in 2018, TransAsia was also busy making arguments in Monaco that Zolotas had created fraudulent companies to hide assets from creditors. Therefore, TransAsia's argument that it only "discovered" the fraud which forms the basis of these Petitions in 2023 is without merit, and the Petition is dismissed on statute of limitations grounds (*see also Aozora Bank, Ltd. v Credit Suisse Group*, 144 AD3d 437 [1st Dept 2016]).

C. Forum Non Conveniens

The Petition also must be dismissed pursuant to the doctrine of *forum non conveniens*. Whether to apply the doctrine of *forum non conveniens* is a matter of discretion to be exercised by the trial court (*see Phat Tan Nguyen v Banque Indosuez*, 19 AD3d 292 [1st Dept 2005]). Factors to be considered include the burden on the New York courts, the potential hardship to the defendant, the unavailability of an alternative forum, whether the parties are nonresidents, and whether the transaction occurred primarily in a foreign jurisdiction (*Shin-Etsu Chemical Co., Ltd. v 3033 ICICI Bank Ltd.*, 9 AD3d 171 [1st Dept 2004]).

Here, TransAsia is based in the United Kingdom and Alpha is based in Greece, showing that both parties are nonresidents, a factor weighing in favor of dismissal (*see, e.g. JTS Trading Limited v Asesores*, 178 AD3d 507 [1st Dept 2019]). Although the judgment underlying this Petition was issued in New York, TransAsia admits that it has domesticated the judgment in Greece, which shows that Greece is an available alternative forum (*see Fay v Oceanic Sun Line Special Shipping Co., Inc.*, 1985 A.M.C. 1132 [1984] [finding Greece is the alternative available forum for dispute between Greek Corporation and Australian Plaintiffs]). Moreover, the allegedly fraudulent transactions took place in Greece and there is considerably less hardship for TransAsia and Alpha to litigate this dispute in a European forum as both parties are located in Europe (*see, e.g. Hayes v Anderson & Sheppard Limited*, 225 AD3d 471 [1st Dept 2024]).

Greece and the United Kingdom have a substantial interest in resolving this dispute as it is a United Kingdom company that was allegedly defrauded and a Greek bank that allegedly engaged in fraudulent conduct (*see, e.g. Barzilai v* Museum, 225 AD3d 534, 535 [1st Dept 2025]). Finally, the maintenance of this action and the various other belated turnover petitions filed by TransAsia would be a burden on this Court, as already demonstrated by the obscene number of motions filed at just the pleading stage (*see, e.g. Tooth v Georgiou*, 69 AD3d 464, 465 [1st Dept 2010]).

Simply, there is no reason to disregard traditional *forum non conveniens* factors in favor of TransAsia's decision to engage in a shotgun style mass litigation, naming a plethora of foreign respondents in multiple petitions (*see Avery v Pfizer, Inc.*, 68 AD3d 633, 634 [1st Dept 2009]). Therefore, the motion to dismiss based on *forum non conveniens* grounds is granted (*see also Estate of Kainer v UBS AG*, 37 NY3d 460 [2021]).

Because the Court grants dismissal based on the grounds of personal jurisdiction, the statute of limitations, *forum non conveniens*, and blatant violation of CPLR 3013 and 3014, the Court need not reach the various other grounds asserted by Alpha for dismissal.

Accordingly, it is hereby,

ORDERED and ADJUDGED that Alpha's motion to dismiss is granted, and the Petition as asserted against Alpha is hereby dismissed; and it is further

ORDERED that within ten days of entry, counsel for Alpha shall serve a copy of this Decision and Order, with notice of entry, on all parties via NYSCEF.

This constitutes the Decision and Order of the Court.

6/2/26

DATE

HON. PHAEDRA F. PERRY-BOND, J.S.C.

CHECK ONE:	[ ]	**CASE DISPOSED**		[x]	**NON-FINAL DISPOSITION**	
	[x]	**GRANTED**	[ ] **DENIED**	[ ]	**GRANTED IN PART**	[ ] **OTHER**
APPLICATION:	[ ]	**SETTLE ORDER**		[ ]	**SUBMIT ORDER**	
CHECK IF APPROPRIATE:	[ ]	**INCLUDES TRANSFER/REASSIGN**		[ ]	**FIDUCIARY APPOINTMENT**	[ ] **REFERENCE**