

THE CITY OF NEW YORK'S OWN FILINGS

Huang v. City of New York, Index No. 155213/2024 (N.Y. County Supreme Court)

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1. Corporation Counsel's Determination Letter — Timothy Pearson (NYSCEF Doc. No. 58) — p.2

Corp. Counsel Steven Banks: Pearson "violated the rules and regulations of your agency" and was "not forthcoming or truthful."

2. Corporation Counsel's Determination — Jeffrey Maddrey (NYSCEF Doc. No. 59) — p.24

Same determination as to Maddrey.

3. Affidavit of Timothy Pearson — Defendants' Opposition, Exhibit 2 (NYSCEF Doc. No. 102) — p.48

Pearson's sworn denials — including that he was not a supervisor.

4. Affidavit of Jeffrey Maddrey — Defendants' Opposition, Exhibit 3 (NYSCEF Doc. No. 103) — p.56

Maddrey's sworn denials.

5. Defendants' Memorandum of Law in Opposition (NYSCEF Doc. No. 131) — p.62

The City's argument that the motion should be denied — built on the affidavits above.

6. Defendants' Affirmation in Opposition — John M. Flannery (NYSCEF Doc. No. 100) — p.86

Defense counsel's affirmation.



**THE CITY OF NEW YORK
LAW DEPARTMENT**
100 CHURCH STREET
NEW YORK, NY 10007

STEVEN BANKS
CORPORATION COUNSEL

March 13, 2026

BY REGULAR & ELECTRONIC MAIL

Timothy Pearson
51 Teresa Place
Hempstead, New York 11501
Email: timmypea@gmail.com

Re: *Miltiadis Marmara v. City of New York, et al.*
Index No. 156892/2024

Michael Ferrari v. City of New York, et al.
Index No. 153625/2024

George Huang v. City of New York, et al.
Index No. 155213/2024

Roxanne Ludemann v. City of York, et al.
Index No. 152601/2024

Dear Mr. Pearson:

As you know, this Office previously determined that, based on the facts and circumstances known to us at that time, you were entitled to representation by this Office in the above-referenced matters pursuant to Section 50-k of the General Municipal Law ("GML"). Thereafter, you signed the attached representation letters setting forth the terms and conditions of these representations, and my office retained the firm Wilson Elser to represent you and the other represented defendants in these matters.

I write to inform you that this Office has learned information and obtained evidence that establishes that you violated the rules and regulations of your agency in connection with the events alleged in the complaints and that you failed to fully cooperate in the defense of these

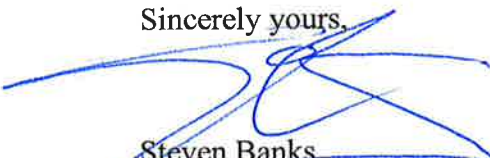
matters. Consequently, my Office has determined that you are not eligible for representation in these matters under GML 50-k.

GML 50-k(2) states, among other things, that the City shall provide for the defense of an employee in an action "arising out of any alleged act or omission which the corporation counsel finds occurred while the employee was acting within the scope of his employment and in the discharge of his duties and was not in violation of any rule or regulation of his agency at the time the alleged act or omission occurred." This duty to defend and indemnify is expressly conditioned upon, among other things, "the full cooperation of the employee in the defense of such action or proceeding and in defense of any action or proceeding against the city based upon the same act or omission." GML 50-k(4). The statute provides that where "the employee fails to or refuses to cooperate in the formation or presentation of his defense, the court shall permit the corporation counsel to withdraw his representation...." *Id.*

We have learned information and obtained evidence that establishes that you were not forthcoming or truthful in your answers to certain questions posed during your representation interview. The purpose of representation interviews is to determine eligibility for representation under GML 50-k, and your full cooperation is required to be entitled to representation by this Office. Consequently, we have determined that you are ineligible for representation under GML 50-k. Additionally, we have determined that your acts or omissions in connection with the claims alleged in the complaints were in violation of rules and regulations of your agency. This too renders you ineligible for representation under GML 50-k.

We have informed Wilson Elser of this decision and that the City will no longer be paying for your defense in these matters. We suggest that you contact separate private counsel or union counsel to discuss the possibility of legal representation in these matters.

Sincerely yours,



Steven Banks
Corporation Counsel

Enc.

John M. Flannery, Esq. (by email)

Ramzi Kassem, Esq., Chief Counsel to the Mayor (by email)

The City of New York
Law Department
Att: Danielle Clayton, Esq.
Senior Counsel
Ethics & Compliance Division
100 Church Street, Room 20-026
New York, New York 10007

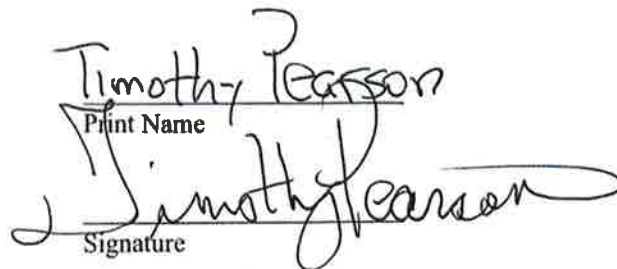
Re: Roxanne Ludemann, v. City of New York, et al.
Index No. 152601/2024
Our No. 2024-028369

Dear Ms. Clayton:

I have received and read your letter of April 11, 2024, regarding representation and indemnification in Roxanne Ludemann, v. City of New York, et al.

☒ I choose to be represented by the Law Department in this action under the terms and conditions of the representation letter dated April 11, 2024.

() I intend to retain private counsel to represent me in this action at my own expense.

Timothy Pearson
Print Name

Signature



HON. SYLVIA O. HINDS-RADIX
Corporation Counsel

THE CITY OF NEW YORK
LAW DEPARTMENT
100 CHURCH STREET
NEW YORK, NY 10007

DANIELLE CLAYTON
Senior Counsel
phone: (212) 356-4055
email: dclayton@law.nyc.gov

April 11, 2024

Timothy Pearson (by e-mail: tpearson@cithall.nyc.gov)
51 Teresa Place
Hempstead, New York 11510

Re: Roxanne Ludemann v. City of New York, et al.
Index No. 152601/2024
Our No. 2024-028369

Dear Mr. Pearson:

Your request for representation in this case has been approved by the Corporation Counsel, subject to the conditions set forth below. It is important that you understand and consent to these conditions.

The Corporation Counsel is the chief legal officer of the City of New York. The Office of the Corporation Counsel's attorneys act primarily as the City's lawyer, and this Office's principal obligation is to represent the City's interests. Additionally, according to Section 11.03(a)(1)(iii) of the Amended and Restated Contract between the City and the New York Economic Development Corporation (hereinafter "the Contract"), the City shall provide for the defense of an employee of the Economic Development Corporation "arising out of any alleged act or omission which occurred while the member, director, officer or employee was acting (x) within the scope of his or her employment by, or of his or her duties as an officer, member or director of, another corporation or organization in which he or she was serving as a director, officer, member or employee at the request of or as a result of his or her being a member, director, officer or employee of the Corporation and (y) in the discharge of his or her duties to such other corporation or organization, and was not in violation of any rule or regulation of such other corporation or organization at the time the alleged act or omission occurred."

Based on the information currently available to us, we have determined that you meet the requirements of Section 11.03(a)(1)(iii) of the Contract for representation by this Office. If, however, we later receive information from which this Office concludes that you were not acting within the scope of your public employment or in the discharge of your duties, or were in violation of any applicable law, regulation, or agency rule at the time the alleged act or omission occurred, we may have to withdraw our representation of you. This Office may also withdraw our representation of you if you should fail to cooperate fully in the defense of this lawsuit. That cooperation shall include, at a minimum, ensuring that this Office has your current home address and telephone numbers, complying with our requests for documents or other evidence in your possession, and making yourself available for requested meetings, depositions, trial preparation and testimony. The duty to cooperate includes the obligation to inform us of any past discipline and to keep us advised of any investigations, or any disciplinary or criminal charges involving that conduct that is the basis of this suit.

You must be aware that if we learn of facts indicating that you or any other employee acted criminally or otherwise violated any applicable law, regulation, or agency rule, that information will be provided to the relevant City entity or department for whatever action it deems appropriate. You understand and agree that the City has the exclusive right to waive any privilege you may have with respect to any such information. Further, it is the policy of the City to expose criminal wrongdoing. Consequently, this Office cannot advise you on whether it would be in your best interests to refuse to answer a question on the grounds that it may incriminate you in any future criminal proceeding. However, should a situation arise where this Office believes you may benefit from seeking the advice of private counsel, we will suggest that you consult with alternate counsel.

Whether or not you choose to be represented by this Office, you nevertheless must preserve any evidence that may be relevant to this lawsuit, including but not limited to potentially relevant documents, photographs, video, e-mail, text messages, and other data, if any, on work and personal computers, phones, and email accounts. Failure to preserve relevant evidence could result in sanctions or penalties and could jeopardize the defense of this lawsuit. Please contact the undersigned if you have any questions about your obligation to preserve evidence.

We may also represent other employees or City entities in this case. In our opinion, no actual conflict exists at this time that would prevent us from also representing you in this matter. If, as the matter evolves, we determine that your interests differ materially from the interests of other parties represented by this Office, we will discuss these conflicts with you at such time and, if reasonable, request your consent to our continued representation of you and the other parties. We may, at our discretion, elect to offer alternative counsel to you at the City's expense.

Because we will be jointly representing you and Economic Development Corporation in this matter, as well as any other employees who we have deemed eligible for

representation under either Section 11.03(c) of the Contract or General Municipal Law Section 50-k, you must understand that information relevant to the representation will be shared with the joint parties. And while our conversations will be protected by the attorney-client privilege, the privilege might not apply if there is litigation involving the parties in the future. Also, by choosing to be represented by this Office in this case, you consent to the decision of this Office to take any action it deems appropriate to resolve this case, including, but not limited to, settling the case or resolving the case by other means.

If a conflict arises that prevents this office from continuing to represent you, or should this Office later determine that you are not eligible for representation under Section 11.03(a)(1)(iii) of the Contract, you hereby expressly consent to this Office's continued representation of the Economic Development Corporation and the other named defendants in this matter should we withdraw from representing you. You specifically agree that you will not assert a conflict of interest based on (i) our continued representation of the Economic Development Corporation or other parties in this or any related matters, even though we represented you in this matter or (ii) the confidential information, if any, that we learned during the course of that representation. You also agree that you will not seek to disqualify our Office from proceeding with the representation for any or all of these reasons. By signing this letter you waive all of these conflicts should they arise in the future.

The City usually pays the judgments rendered against employees represented by this Office and settlements that have been approved by this Office and by the Comptroller of the City of New York ("Comptroller"). But the decision to represent you does not automatically mean the City will pay any judgment rendered against you. Under Section 11.03(a) of the Contract as well as any applicable statutes, the City will not pay a judgment against you if (a) you were not acting within the scope of your employment or in the discharge of your duties; (b) you were acting in violation of any applicable law, regulation or agency rule; or (c) we are statutorily prohibited from doing so; or (d) the injury or damages resulted from intentional wrongdoing or recklessness on your part.

The City cannot decide whether to pay any judgment awarded against you until after the facts have been more fully developed. This decision will not be made until the end of the lawsuit. The decision is solely within the discretion of this Office. Accordingly, a jury verdict against you, even with respect to punitive damages, is not the dispositive factor.

Although we bring all of these matters to your attention, we do not mean to imply that a judgment will be entered against you or that the City will not pay a judgment awarded against you. But because the possibility of personal liability exists, you have the right to retain private counsel at your own expense. Your decision to do so would not automatically mean that the City would not pay any judgment entered against you or pay any settlement reached by this Office. But if you were represented by

private counsel, this Office would conduct a thorough review of the case. If the conclusion of the review is that the judgment rendered against you resulted from inadequate representation by your private counsel, this Office may decide not to pay the judgment on your behalf. The City would not pay any settlement reached while you are represented by private counsel unless this Office and the Comptroller approved the settlement before it is finalized.

Please decide whether you wish to be represented by the Corporation Counsel and then complete the attached form and return it to me. If you have any questions whatsoever, please call me. You are, of course, free to consult private counsel before deciding whether you wish to be represented by the Corporation Counsel.

Thank you for your prompt attention.

Very truly yours,

Danielle Clayton

Danielle Clayton
Senior Counsel

Enc.

The City of New York
Law Department
Att: Maxwell D. Leighton
Assistant Corporation Counsel
Labor and Employment Law Division
100 Church Street, Room 2-100
New York, New York 10007

Re: Michael Ferrari v. City of New York, et al.
Index No. 153625/2024
Our No. 2024-037622

Dear Mr. Leighton:

I have received and read your letter of September 20, 2024, regarding representation and indemnification in Michael Ferrari v. City of New York, et al.

☒ I choose to be represented by the Law Department in this action under the terms and conditions of the representation letter dated September 20, 2024.

☐ I intend to retain private counsel to represent me in this action at my own expense.

Timothy Pearson
Print Name

Signature



THE CITY OF NEW YORK
LAW DEPARTMENT
100 CHURCH STREET
NEW YORK, NY 10007

MURIEL GOODE-TRUFANT
Acting Corporation Counsel

MAXWELL D. LEIGHTON
Assistant Corporation Counsel
phone: (212) 356-2472
mobile: (917) 613-0952
email: mleight@law.nyc.gov

September 20, 2024

Timothy Pearson (by e-mail: tpearson@cityhall.nyc.gov)

Re: Michael Ferrari v. City of New York, et al.
Index No. 153625/2024
Our No. 2024-037622

Dear Mr. Pearson:

Your request for representation in this case has been approved by the Corporation Counsel, subject to the conditions set forth below. It is important that you understand and consent to these conditions. Upon accepting these conditions, as outlined below, your representation in this case will be provided by Wilson Elser Moskowitz Edelman & Dicker LLP ("Wilson Elser").

The Corporation Counsel is the chief legal officer of the City of New York. The Office of the Corporation Counsel's attorneys act primarily as the City's lawyer, and this Office's principal obligation is to represent the City's interests. Additionally, according to Section 11.03(a)(1)(iii) of the Amended and Restated Contract between the City and the New York Economic Development Corporation (hereinafter "the Contract"), the City shall provide for the defense of an employee of the Economic Development Corporation "arising out of any alleged act or omission which occurred while the member, director, officer or employee was acting (x) within the scope of his or her employment by, or of his or her duties as an officer, member or director of, another corporation or organization in which he or she was serving as a director, officer, member or employee at the request of or as a result of his or her being a member, director, officer or employee of the Corporation and (y) in the discharge of his or her duties to such other corporation or organization, and was not in violation of any rule or regulation of such other corporation or organization at the time the alleged act or omission occurred."

Based on the information currently available to us, we have determined that you meet the requirements of Section 11.03(a)(1)(iii) of the Contract for representation by this Office. If, however, we later receive information from which this Office concludes that you were not acting within the scope of your public employment or in the discharge of your duties, or were in violation of any applicable law, regulation, or agency rule at the time the alleged act or omission occurred, we may have to withdraw our representation of you. This Office may also withdraw our representation of you if you should fail to cooperate fully in the defense of this lawsuit. That cooperation shall include, at a minimum, ensuring that this Office has your current home address and telephone numbers, complying with our requests for documents or other evidence in your possession, and making yourself available for requested meetings, depositions, trial preparation and testimony. The duty to cooperate includes the obligation to inform us of any past discipline and to keep us advised of any investigations, or any disciplinary or criminal charges involving that conduct that is the basis of this suit.

You must be aware that if we learn of facts indicating that you or any other employee acted criminally or otherwise violated any applicable law, regulation, or agency rule, that information will be provided to the relevant City entity or department for whatever action it deems appropriate. You understand and agree that the City has the exclusive right to waive any privilege you may have with respect to any such information. Further, it is the policy of the City to expose criminal wrongdoing. Consequently, this Office cannot advise you on whether it would be in your best interests to refuse to answer a question on the grounds that it may incriminate you in any future criminal proceeding. However, should a situation arise where this Office believes you may benefit from seeking the advice of private counsel, we will suggest that you consult with alternate counsel.

Whether or not you choose to be represented by this Office, you nevertheless must preserve any evidence that may be relevant to this lawsuit, including but not limited to potentially relevant documents, photographs, video, e-mail, text messages, and other data, if any, on work and personal computers, phones, and email accounts. Failure to preserve relevant evidence could result in sanctions or penalties and could jeopardize the defense of this lawsuit. Please contact the undersigned if you have any questions about your obligation to preserve evidence.

We may also represent other employees or City entities in this case. In our opinion, no actual conflict exists at this time that would prevent us from also representing you in this matter. If, as the matter evolves, we determine that your interests differ materially from the interests of other parties represented by this Office, we will discuss these conflicts with you at such time and, if reasonable, request your consent to our continued representation of you and the other parties. We may, at our discretion, elect to offer alternative counsel to you at the City's expense. Here, as mentioned before, Wilson Elser will be providing representation to you in this matter, and may be contacted as follows:

John M. Flannery
Wilson Elser Moskowitz Edelman & Dicker LLP
914-391-2673 (Cell)
john.flannery@wilsonelser.com

Because we will be jointly representing you and the Economic Development Corporation in this matter; as well as any other employees who we have deemed eligible for representation under either Section 11.03(c) of the Contract or General Municipal Law Section 50-k, you must understand that information relevant to the representation will be shared with the joint parties. And while our conversations will be protected by the attorney-client privilege, the privilege might not apply if there is litigation involving the parties in the future. Also, by choosing to be represented by this Office in this case, you consent to the decision of this Office to take any action it deems appropriate to resolve this case, including, but not limited to, settling the case or resolving the case by other means.

If a conflict arises that prevents this office from continuing to represent you, or should this Office later determine that you are not eligible for representation under Section 11.03(a)(1)(iii) of the Contract, you hereby expressly consent to this Office's continued representation of the Economic Development Corporation and the other named defendants in this matter should we withdraw from representing you. You specifically agree that you will not assert a conflict of interest based on (i) our continued representation of the Economic Development Corporation or other parties in this or any related matters, even though we represented you in this matter or (ii) the confidential information, if any, that we learned during the course of that representation. You also agree that you will not seek to disqualify our Office from proceeding with the representation for any or all of these reasons. By signing this letter you waive all of these conflicts should they arise in the future.

The City usually pays the judgments rendered against employees represented by this Office and settlements that have been approved by this Office and by the Comptroller of the City of New York ("Comptroller"). But the decision to represent you does not automatically mean the City will pay any judgment rendered against you. Under Section 11.03(a) of the Contract as well as any applicable statutes, the City will not pay a judgment against you if (a) you were not acting within the scope of your employment or in the discharge of your duties; (b) you were acting in violation of any applicable law, regulation or agency rule; or (c) we are statutorily prohibited from doing so; or (d) the injury or damages resulted from intentional wrongdoing or recklessness on your part.

The City cannot decide whether to pay any judgment awarded against you until after the facts have been more fully developed. This decision will not be made until the end of the lawsuit. The decision is solely within the discretion of this Office. Accordingly, a jury verdict against you, even with respect to punitive damages, is not the dispositive factor.

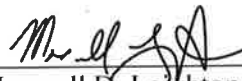
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represented by private counsel unless this Office and the Comptroller approved the settlement before it is finalized.

Please decide whether you wish to be represented under the terms of this letter and then complete the attached form and return it to me. If you have any questions whatsoever, please call me. You are, of course, free to consult private counsel before deciding whether you wish to be represented under these terms. As noted, if accepted, your representation in this matter will be provided by Wilson Elser.

Thank you for your prompt attention.

Very truly yours,



Maxwell D. Leighton
Assistant Corporation Counsel

Enc.

The City of New York
Law Department
Att: Maxwell D. Leighton
Assistant Corporation Counsel
Labor and Employment Law Division
100 Church Street, Room 2-100
New York, New York 10007

Re: Miltiadis Marmara v. City of New York, et al.
Index No. 156892/2024
Our No. 2024-067092

Dear Mr. Leighton:

I have received and read your letter of September 20, 2024, regarding representation and indemnification in Miltiadis Marmara v. City of New York, et al.

(☒) I choose to be represented by the Law Department in this action under the terms and conditions of the representation letter dated September 20, 2024.

() I intend to retain private counsel to represent me in this action at my own expense.

Timothy Pearson
Print Name
Signature



THE CITY OF NEW YORK
LAW DEPARTMENT

100 CHURCH STREET
NEW YORK, NY 10007

MURIEL GOODE-TRUFANT
Acting Corporation Counsel

MAXWELL D. LEIGHTON
Assistant Corporation Counsel
phone: (212) 356-2472
mobile: (917) 613-0952
email: mleight@law.nyc.gov

September 20, 2024

Timothy Pearson (by e-mail: tpearson@cityhall.nyc.gov)

Re: Miltiadis Marmara v. City of New York, et al.
Index No. 156892/2024
Our No. 2024-067092

Dear Mr. Pearson:

Your request for representation in this case has been approved by the Corporation Counsel, subject to the conditions set forth below. It is important that you understand and consent to these conditions. Upon accepting these conditions, as outlined below, your representation in this case will be provided by Wilson Elser Moskowitz Edelman & Dicker LLP ("Wilson Elser").

The Corporation Counsel is the chief legal officer of the City of New York. The Office of the Corporation Counsel's attorneys act primarily as the City's lawyer, and this Office's principal obligation is to represent the City's interests. Additionally, according to Section 11.03(a)(1)(iii) of the Amended and Restated Contract between the City and the New York Economic Development Corporation (hereinafter "the Contract"), the City shall provide for the defense of an employee of the Economic Development Corporation "arising out of any alleged act or omission which occurred while the member, director, officer or employee was acting (x) within the scope of his or her employment by, or of his or her duties as an officer, member or director of, another corporation or organization in which he or she was serving as a director, officer, member or employee at the request of or as a result of his or her being a member, director, officer or employee of the Corporation and (y) in the discharge of his or her duties to such other corporation or organization, and was not in violation of any rule or regulation of such other corporation or organization at the time the alleged act or omission occurred."

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John M. Flannery
Wilson Elser Moskowitz Edelman & Dicker LLP
914-391-2673 (Cell)
john.flannery@wilsonelser.com

Because we will be jointly representing you and the Economic Development Corporation in this matter, as well as any other employees who we have deemed eligible for representation under either Section 11.03(c) of the Contract or General Municipal Law Section 50-k, you must understand that information relevant to the representation will be shared with the joint parties. And while our conversations will be protected by the attorney-client privilege, the privilege might not apply if there is litigation involving the parties in the future. Also, by choosing to be represented by this Office in this case, you consent to the decision of this Office to take any action it deems appropriate to resolve this case, including, but not limited to, settling the case or resolving the case by other means.

If a conflict arises that prevents this office from continuing to represent you, or should this Office later determine that you are not eligible for representation under Section 11.03(a)(1)(iii) of the Contract, you hereby expressly consent to this Office's continued representation of the Economic Development Corporation and the other named defendants in this matter should we withdraw from representing you. You specifically agree that you will not assert a conflict of interest based on (i) our continued representation of the Economic Development Corporation or other parties in this or any related matters, even though we represented you in this matter or (ii) the confidential information, if any, that we learned during the course of that representation. You also agree that you will not seek to disqualify our Office from proceeding with the representation for any or all of these reasons. By signing this letter you waive all of these conflicts should they arise in the future.

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represented by private counsel unless this Office and the Comptroller approved the settlement before it is finalized.

Please decide whether you wish to be represented under the terms of this letter and then complete the attached form and return it to me. If you have any questions whatsoever, please call me. You are, of course, free to consult private counsel before deciding whether you wish to be represented under these terms. As noted, if accepted, your representation in this matter will be provided by Wilson Elser.

Thank you for your prompt attention.

Very truly yours,



Maxwell D. Leighton
Assistant Corporation Counsel

Enc.

- 4 -

The City of New York
Law Department
Att: Maxwell D. Leighton
Assistant Corporation Counsel
Labor and Employment Law Division
100 Church Street, Room 2-100
New York, New York 10007

Re: George Huang v. City of New York, et al.
Index No. 155213/2024
Our No. 2024-049681

Dear Mr. Leighton:

[September 12, 2024]

I have received and read your letter of [date] regarding representation and indemnification in George Huang v. City of New York, et al.

☒ I choose to be represented by the Law Department in this action under the terms and conditions of the representation letter dated September 12, 2024.

☐ I intend to retain private counsel to represent me in this action at my own expense.

Timothy Pearson

Print Name


Signature



MURIEL GOODE-TRUFANT
Acting Corporation Counsel

THE CITY OF NEW YORK
LAW DEPARTMENT
100 CHURCH STREET
NEW YORK, NY 10007

MAXWELL D. LEIGHTON
Assistant Corporation Counsel
phone: (212) 356-2472
mobile: (917) 613-0952
email: mleight@law.nyc.gov

September 12, 2024

Timothy Pearson (by e-mail: tpearson@cityhall.nyc.gov)

Re: George Huang v. City of New York, et al.
Index No. 155213/2024
Our No. 2024-049681

Dear Mr. Pearson:

Your request for representation in this case has been approved by the Corporation Counsel, subject to the conditions set forth below. It is important that you understand and consent to these conditions. Upon accepting these conditions, as outlined below, your representation in this case will be provided by Wilson Elser Moskowitz Edelman & Dicker LLP ("Wilson Elser").

The Corporation Counsel is the chief legal officer of the City of New York. The Office of the Corporation Counsel's attorneys act primarily as the City's lawyer, and this Office's principal obligation is to represent the City's interests. Additionally, according to Section 11.03(a)(1)(iii) of the Amended and Restated Contract between the City and the New York Economic Development Corporation (hereinafter "the Contract"), the City shall provide for the defense of an employee of the Economic Development Corporation "arising out of any alleged act or omission which occurred while the member, director, officer or employee was acting (x) within the scope of his or her employment by, or of his or her duties as an officer, member or director of, another corporation or organization in which he or she was serving as a director, officer, member or employee at the request of or as a result of his or her being a member, director, officer or employee of the Corporation and (y) in the discharge of his or her duties to such other corporation or organization, and was not in violation of any rule or regulation of such other corporation or organization at the time the alleged act or omission occurred."

Based on the information currently available to us, we have determined that you meet the requirements of Section 11.03(a)(1)(iii) of the Contract for representation by this Office. If, however, we later receive information from which this Office concludes that you were not acting within the scope of your public employment or in the discharge of your duties, or were in violation of any applicable law, regulation, or agency rule at the time the alleged act or omission occurred, we may have to withdraw our representation of you. This Office may also withdraw our representation of you if you should fail to cooperate fully in the defense of this lawsuit. That cooperation shall include, at a minimum, ensuring that this Office has your current home address and telephone numbers, complying with our requests for documents or other evidence in your possession, and making yourself available for requested meetings, depositions, trial preparation and testimony. The duty to cooperate includes the obligation to inform us of any past discipline and to keep us advised of any investigations, or any disciplinary or criminal charges involving that conduct that is the basis of this suit.

You must be aware that if we learn of facts indicating that you or any other employee acted criminally or otherwise violated any applicable law, regulation, or agency rule, that information will be provided to the relevant City entity or department for whatever action it deems appropriate. You understand and agree that the City has the exclusive right to waive any privilege you may have with respect to any such information. Further, it is the policy of the City to expose criminal wrongdoing. Consequently, this Office cannot advise you on whether it would be in your best interests to refuse to answer a question on the grounds that it may incriminate you in any future criminal proceeding. However, should a situation arise where this Office believes you may benefit from seeking the advice of private counsel, we will suggest that you consult with alternate counsel.

Whether or not you choose to be represented by this Office, you nevertheless must preserve any evidence that may be relevant to this lawsuit, including but not limited to potentially relevant documents, photographs, video, e-mail, text messages, and other data, if any, on work and personal computers, phones, and email accounts. Failure to preserve relevant evidence could result in sanctions or penalties and could jeopardize the defense of this lawsuit. Please contact the undersigned if you have any questions about your obligation to preserve evidence.

We may also represent other employees or City entities in this case. In our opinion, no actual conflict exists at this time that would prevent us from also representing you in this matter. If, as the matter evolves, we determine that your interests differ materially from the interests of other parties represented by this Office, we will discuss these conflicts with you at such time and, if reasonable, request your consent to our continued representation of you and the other parties. We may, at our discretion, elect to offer alternative counsel to you at the City's expense. Here, as mentioned before, Wilson Elser will be providing representation to you in this matter, and may be contacted as follows:

John M. Flannery
Wilson Elser Moskowitz Edelman & Dicker LLP
914-391-2673 (Cell)
john.flannery@wilsonelser.com

Because we will be jointly representing you and the Economic Development Corporation in this matter, as well as any other employees who we have deemed eligible for representation under either Section 11.03(c) of the Contract or General Municipal Law Section 50-k, you must understand that information relevant to the representation will be shared with the joint parties. And while our conversations will be protected by the attorney-client privilege, the privilege might not apply if there is litigation involving the parties in the future. Also, by choosing to be represented by this Office in this case, you consent to the decision of this Office to take any action it deems appropriate to resolve this case, including, but not limited to, settling the case or resolving the case by other means.

If a conflict arises that prevents this office from continuing to represent you, or should this Office later determine that you are not eligible for representation under Section 11.03(a)(1)(iii) of the Contract, you hereby expressly consent to this Office's continued representation of the Economic Development Corporation and the other named defendants in this matter should we withdraw from representing you. You specifically agree that you will not assert a conflict of interest based on (i) our continued representation of the Economic Development Corporation or other parties in this or any related matters, even though we represented you in this matter or (ii) the confidential information, if any, that we learned during the course of that representation. You also agree that you will not seek to disqualify our Office from proceeding with the representation for any or all of these reasons. By signing this letter you waive all of these conflicts should they arise in the future.

The City usually pays the judgments rendered against employees represented by this Office and settlements that have been approved by this Office and by the Comptroller of the City of New York ("Comptroller"). But the decision to represent you does not automatically mean the City will pay any judgment rendered against you. Under Section 11.03(a) of the Contract as well as any applicable statutes, the City will not pay a judgment against you if (a) you were not acting within the scope of your employment or in the discharge of your duties; (b) you were acting in violation of any applicable law, regulation or agency rule; or (c) we are statutorily prohibited from doing so; or (d) the injury or damages resulted from intentional wrongdoing or recklessness on your part.

The City cannot decide whether to pay any judgment awarded against you until after the facts have been more fully developed. This decision will not be made until the end of the lawsuit. The decision is solely within the discretion of this Office. Accordingly, a jury verdict against you, even with respect to punitive damages, is not the dispositive factor.

Although we bring all of these matters to your attention, we do not mean to imply that a judgment will be entered against you or that the City will not pay a judgment awarded against you. But because the possibility of personal liability exists, you have the right to retain private counsel at your own expense. Your decision to do so would not automatically mean that the City would not pay any judgment entered against you or pay any settlement reached by this Office. But if you were represented by private counsel, this Office would conduct a thorough review of the case. If the conclusion of the review is that the judgment rendered against you resulted from inadequate representation by your private counsel, this Office may decide not to pay the judgment on your behalf. The City would not pay any settlement reached while you are

represented by private counsel unless this Office and the Comptroller approved the settlement before it is finalized.

Please decide whether you wish to be represented under the terms of this letter and then complete the attached form and return it to me. If you have any questions whatsoever, please call me. You are, of course, free to consult private counsel before deciding whether you wish to be represented under these terms. As noted, if accepted, your representation in this matter will be provided by Wilson Elser.

Thank you for your prompt attention.

Very truly yours,



Maxwell D. Leighton
Assistant Corporation Counsel

Enc.

EXHIBIT 3

NYSCEF DOC. NO. 69

RECEIVED NYSCEF: 06/04/2026

To: 'JBM247@yahoo.com' <jbm247@yahoo.com>

Cc: John.Flannery@wilsonelser.com <john.flannery@wilsonelser.com>; Kassem, Ramzi
<rkassem@cityhall.nyc.gov>

Sent: Friday, March 13, 2026 at 12:45:13 PM EDT

Subject: Legal Representation



Steven Banks

Corporation Counsel
New York City Law
Department

212-356-0800



THE CITY OF NEW YORK
LAW DEPARTMENT
100 CHURCH STREET
NEW YORK, NY 10007

STEVEN BANKS
CORPORATION COUNSEL

March 13, 2026

BY REGULAR & ELECTRONIC MAIL

Jeffrey Maddrey
240-03 147 Road
Rosedale, New York 11422
Email: JBM247@yahoo.com

Re: *Miltiadis Marmara v. City of New York, et al.*
Index No. 156892/2024

Michael Ferrari v. City of New York, et al.
Index No. 153625/2024

George Huang v. City of New York, et al.
Index No. 155213/2024

Roxanne Ludemann v. City of York, et al.
Index No. 152601/2024

Dear Mr. Maddrey:

As you know, this Office previously determined that, based on the facts and circumstances known to us at that time, you were entitled to representation by this Office in the above-referenced matters pursuant to Section 50-k of the General Municipal Law ("GML"). Thereafter, you signed the attached representation letters setting forth the terms and conditions of these representations, and my office retained the firm Wilson Elser to represent you and the other represented defendants in these matters.

I write to inform you that this Office has learned information and obtained evidence that establishes that you violated the rules and regulations of your agency in connection with the events alleged in the complaints and that you failed to fully cooperate in the defense of these

matters. Consequently, my Office has determined that you are not eligible for representation in these matters under GML 50-k.

GML 50-k(2) states, among other things, that the City shall provide for the defense of an employee in an action "arising out of any alleged act or omission which the corporation counsel finds occurred while the employee was acting within the scope of his employment and in the discharge of his duties and was not in violation of any rule or regulation of his agency at the time the alleged act or omission occurred." This duty to defend and indemnify is expressly conditioned upon, among other things, "the full cooperation of the employee in the defense of such action or proceeding and in defense of any action or proceeding against the city based upon the same act or omission." GML 50-k(4). The statute provides that where "the employee fails to or refuses to cooperate in the formation or presentation of his defense, the court shall permit the corporation counsel to withdraw his representation...." *Id.*

We have learned information and obtained evidence that establishes that you were not forthcoming or truthful in your answers to certain questions posed during your representation interview. The purpose of representation interviews is to determine eligibility for representation under GML 50-k, and your full cooperation is required to be entitled to representation by this Office. Consequently, we have determined that you are ineligible for representation under GML 50-k. Additionally, we have determined that your acts or omissions in connection with the claims alleged in the complaints were in violation of rules and regulations of your agency. This too renders you ineligible for representation under GLM 50-k.

We have informed Wilson Elser of this decision and that the City will no longer be paying for your defense in these matters. We suggest that you contact separate private counsel or union counsel to discuss the possibility of legal representation in this matters.

Sincerely yours,



Steven Banks
Corporation Counsel

Enc.

John M. Flannery, Esq. (by email)
Ramzi Kassem, Esq., Chief Counsel to the Mayor (by email)

The City of New York
Law Department
Att: Danielle Clayton, Esq.
Senior Counsel
Ethics & Compliance Division
100 Church Street, Room 20-026
New York, New York 10007

Re: Roxanne Ludemann, v. City of New York, et al.
Index No. 152601/2024
Our No. 2024-028369

Dear Ms. Clayton:

I have received and read your letter of April 19, 2024, regarding representation and indemnification in Roxanne Ludemann, v. City of New York, et al.

☒ I choose to be represented by the Law Department in this action under the terms and conditions of the representation letter dated April 19, 2024.

☐ I intend to retain private counsel to represent me in this action at my own expense.

Jeffrey Maddrey
Print Name
Signature



HON. SYLVIA C. HINDS-RADIX
Corporation Counsel

THE CITY OF NEW YORK
LAW DEPARTMENT
100 CHURCH STREET
NEW YORK, NY 10007

DANIELLE CLAYTON
Senior Counsel
phone: (212) 356-4055
email: dclayton@law.nyc.gov

April 19, 2024

Chief Jeffrey Maddrey
240-03 147th Road
Rosedale, New York 11422
By Email: jeffrey.maddrey@nypd.org

Re: Roxanne Ludemann v. City of New York, et al.
Index No. 152601/2024
Our No. 2024-028369

Dear Mr. Maddrey:

Your request for representation in this case has been approved by the Corporation Counsel, subject to the conditions set forth below. It is important that you understand and consent to these conditions.

The Corporation Counsel is the chief legal officer of the City of New York. The Office of the Corporation Counsel's attorneys act primarily as the City's lawyer, and this Office's principal obligation is to represent the City's interests. Additionally, General Municipal Law Section 50-k(2) state that the City shall provide for the defense of a City employee in any civil action "arising out of any alleged act or omission which the Corporation Counsel finds occurred while the employee was acting within the scope of his public employment and in the discharge of his duties and was not in violation of any rule or regulation of his agency at the time the alleged act or omission occurred."

Based on the information currently available to us, we have determined that you meet the requirements of General Municipal Law 50-k for representation by this Office. If, however, we later receive information from which this Office concludes that you were

not acting within the scope of your public employment or in the discharge of your duties, or were in violation of any applicable law, regulation, or agency rule at the time the alleged act or omission occurred, we may have to withdraw our representation of you. This Office may also withdraw our representation of you if you should fail to cooperate fully in the defense of this lawsuit. That cooperation shall include, at a minimum, ensuring that this Office has your current home address and telephone numbers, complying with our requests for documents or other evidence in your possession, and making yourself available for requested meetings, depositions, trial preparation and testimony. The duty to cooperate includes the obligation to inform us of any past discipline and to keep us advised of any investigations, or any disciplinary or criminal charges involving that conduct that is the basis of this suit.

You must be aware that if we learn of facts indicating that you or any other employee acted criminally or otherwise violated any applicable law, regulation, or agency rule, that information will be provided to the relevant City entity or department for whatever action it deems appropriate. You understand and agree that the City has the exclusive right to waive any privilege you may have with respect to any such information. Further, it is the policy of the City to expose criminal wrongdoing. Consequently, this Office cannot advise you on whether it would be in your best interests to refuse to answer a question on the grounds that it may incriminate you in any future criminal proceeding. However, should a situation arise where this Office believes you may benefit from seeking the advice of private counsel, we will suggest that you consult with alternate counsel.

Whether or not you choose to be represented by this Office, you nevertheless must preserve any evidence that may be relevant to this lawsuit, including but not limited to potentially relevant documents, photographs, video, e-mail, text messages, and other data, if any, on work and personal computers, phones, and email accounts. Failure to preserve relevant evidence could result in sanctions or penalties and could jeopardize the defense of this lawsuit. Please contact the undersigned if you have any questions about your obligation to preserve evidence.

We may also represent other employees or City entities in this case. In our opinion, no actual conflict exists at this time that would prevent us from also representing you in this matter. If, as the matter evolves, we determine that your interests differ materially from the interests of other parties represented by this Office, we will discuss these conflicts with you at such time and, if reasonable, request your consent to our continued representation of you and the other parties. We may, at our discretion, elect to offer alternative counsel to you at the City's expense.

Because we will be jointly representing you and the Economic Development Corporation in this matter, as well as any other employees who we have deemed eligible for representation under either Section 11.03 of the Amended and Restated Contract between the City and the New York Economic Development Corporation (hereinafter "the Contract") or General Municipal Law Section 50-k, you must

understand that information relevant to the representation will be shared with the joint parties. And while our conversations will be protected by the attorney-client privilege, the privilege might not apply if there is litigation involving the parties in the future. Also, by choosing to be represented by this Office in this case, you consent to the decision of this Office to take any action it deems appropriate to resolve this case, including, but not limited to, settling the case or resolving the case by other means.

If a conflict arises that prevents this office from continuing to represent you, or should this Office later determine that you are not eligible for representation under General Municipal Law Section 50-k(2), you hereby expressly consent to this Office's continued representation of the Economic Development Corporation and the other named defendants in this matter should we withdraw from representing you. You specifically agree that you will not assert a conflict of interest based on (i) our continued representation of the Economic Development Corporation or other parties in this or any related matters, even though we represented you in this matter or (ii) the confidential information, if any, that we learned during the course of that representation. You also agree that you will not seek to disqualify our Office from proceeding with the representation for any or all of these reasons. By signing this letter you waive all of these conflicts should they arise in the future.

The City usually pays the judgments rendered against employees represented by this Office and settlements that have been approved by this Office and by the Comptroller of the City of New York ("Comptroller"). But the decision to represent you does not automatically mean the City will pay any judgment rendered against you. Under General Municipal Law Section 50-k(2) as well as any applicable statutes, the City will not pay a judgment against you if (a) you were not acting within the scope of your employment or in the discharge of your duties; (b) you were acting in violation of any applicable law, regulation or agency rule; or (c) the injury or damages resulted from intentional wrongdoing or recklessness on your part.

The City cannot decide whether to pay any judgment awarded against you until after the facts have been more fully developed. This decision will not be made until the end of the lawsuit. The decision is solely within the discretion of this Office. Accordingly, a jury verdict against you, even with respect to punitive damages, is not the dispositive factor.

Although we bring all of these matters to your attention, we do not mean to imply that a judgment will be entered against you or that the City will not pay a judgment awarded against you. But because the possibility of personal liability exists, you have the right to retain private counsel at your own expense. Your decision to do so would not automatically mean that the City would not pay any judgment entered against you or pay any settlement reached by this Office. But if you were represented by private counsel, this Office would conduct a thorough review of the case. If the conclusion of the review is that the judgment rendered against you resulted from

inadequate representation by your private counsel, this Office may decide not to pay the judgment on your behalf. The City would not pay any settlement reached while you are represented by private counsel unless this Office and the Comptroller approved the settlement before it is finalized.

Please decide whether you wish to be represented by the Corporation Counsel and then complete the attached form and return it to me. If you have any questions whatsoever, please call me. You are, of course, free to consult private counsel before deciding whether you wish to be represented by the Corporation Counsel.

Thank you for your prompt attention.

Very truly yours,

Danielle Clayton

Danielle Clayton
Senior Counsel

Enc.

The City of New York
Law Department
Att: Maxwell D. Leighton
Assistant Corporation Counsel
Labor and Employment Law Division
100 Church Street, Room 2-100
New York, New York 10007

Re: Michael Ferrari v. City of New York, et al.
Index No. 153625/2024
Our No. 2024-037622

Dear Mr. Leighton:

I have received and read your letter of September 20, 2024, regarding representation and indemnification in Michael Ferrari v. City of New York, et al.

(/) I choose to be represented by the Law Department in this action under the terms and conditions of the representation letter dated September 20, 2024.

() I intend to retain private counsel to represent me in this action at my own expense.

Jeffrey B. Madrey
Print Name

Signature



MURIEL GOODE-TRUFANT
Acting Corporation Counsel

THE CITY OF NEW YORK
LAW DEPARTMENT
100 CHURCH STREET
NEW YORK, NY 10007

MAXWELL D. LEIGHTON
Assistant Corporation Counsel
phone: (212) 356-2472
mobile: (917) 613-0952
email: mleight@law.nyc.gov

September 20, 2024

Jeffrey Maddrey (by c/o e-mail: william.gallagher@nypd.org)

Re: Michael Ferrari v. City of New York, et al.
Index No. 153625/2024
Our No. 2024-037622

Dear Chief Maddrey:

Your request for representation in this case has been approved by the Corporation Counsel, subject to the conditions set forth below. It is important that you understand and consent to these conditions. Upon accepting these conditions, as outlined below, your representation in this case will be provided by Wilson Elser Moskowitz Edelman & Dicker LLP ("Wilson Elser").

The Corporation Counsel is the chief legal officer of the City of New York. The Office of the Corporation Counsel's attorneys act primarily as the City's lawyer, and this Office's principal obligation is to represent the City's interests. Additionally, General Municipal Law Section 50-k(2) and other statutes state that the City shall provide for the defense of an employee in any civil action "arising out of any alleged act or omission which the Corporation Counsel finds occurred while the employee was acting within the scope of his public employment and in the discharge of his duties and was not in violation of any rule or regulation of his agency at the time the alleged act or omission occurred."

Based on the information currently available to us, we have determined that you meet the requirements of General Municipal Law 50-k for representation by this Office. If, however, we later receive information from which this Office concludes that you were not acting within the scope of your public employment or in the discharge of your duties, or were in violation of any applicable law, regulation, or agency rule at the time the alleged act or omission occurred, we may have to withdraw our representation of you. This Office may also withdraw our

representation of you if you should fail to cooperate fully in the defense of this lawsuit. That cooperation shall include, at a minimum, ensuring that this Office has your current home address and telephone numbers, complying with our requests for documents or other evidence in your possession, and making yourself available for requested meetings, depositions, trial preparation and testimony. The duty to cooperate includes the obligation to inform us of any past discipline and to keep us advised of any investigations, or any disciplinary or criminal charges involving that conduct that is the basis of this suit.

You must be aware that if we learn of facts indicating that you or any other City employee acted criminally or otherwise violated any applicable law, regulation, or agency rule, that information will be provided to the relevant City agency for whatever action it deems appropriate. You understand and agree that the City has the exclusive right to waive any privilege you may have with respect to any such information. Further, it is the policy of the City to expose criminal wrongdoing. Consequently, this Office cannot advise you on whether it would be in your best interests to refuse to answer a question on the grounds that it may incriminate you in any future criminal proceeding. However, should a situation arise where this Office believes you may benefit from seeking the advice of private counsel, we will suggest that you consult with alternate counsel.

Whether or not you choose to be represented by this Office, you nevertheless must preserve any evidence that may be relevant to this lawsuit, including but not limited to potentially relevant documents, photographs, video, e-mail, text messages, and other data, if any, on work and personal computers, phones, and email accounts. Failure to preserve relevant evidence could result in sanctions or penalties and could jeopardize the defense of this lawsuit. Please contact the undersigned if you have any questions about your obligation to preserve evidence.

We may also represent other City employees or agencies in this case. In our opinion, no actual conflict exists at this time that would prevent us from also representing you in this matter. If, as the matter evolves, we determine that your interests differ materially from the interests of other parties represented by this Office, we will discuss these conflicts with you at such time and, if reasonable, request your consent to our continued representation of you and the other parties. We may, at our discretion, elect to offer alternative counsel to you at the City's expense. Here, as mentioned before, Wilson Elser will be providing representation to you in this matter, and may be contacted as follows:

John M. Flannery
Wilson Elser Moskowitz Edelman & Dicker LLP
914-391-2673 (Cell)
john.flannery@wilsonelser.com

Because we will be jointly representing you and the City of New York in this matter, as well as any other City employees who we have deemed eligible for representation under 50-k, you must understand that information relevant to the representation will be shared with the joint parties. And while our conversations will be protected by the attorney-client privilege, the privilege might not apply if there is litigation involving the parties in the future. Also, by choosing to be represented by this Office in this case, you consent to the decision of this Office to take any

action it deems appropriate to resolve this case, including, but not limited to, settling the case or resolving the case by other means.

If a conflict arises that prevents this office from continuing to represent you, or should this Office later determine that you are not eligible for representation under General Municipal Law Section 50-k(2), you hereby expressly consent to this Office's continued representation of the City of New York and the other named defendants in this matter should we withdraw from representing you. You specifically agree that you will not assert a conflict of interest based on (i) our continued representation of the City of New York or other parties in this or any related matters, even though we represented you in this matter or (ii) the confidential information, if any, that we learned during the course of that representation. You also agree that you will not seek to disqualify our Office from proceeding with the representation for any or all of these reasons. By signing this letter you waive all of these conflicts should they arise in the future.

The City usually pays the judgments rendered against employees represented by this Office and settlements that have been approved by this Office and by the Comptroller of the City of New York ("Comptroller"). But the decision to represent you does not automatically mean the City will pay any judgment rendered against you. Under General Municipal Law Section 50-k(3) and other statutes, the City will not pay a judgment against you if (a) you were not acting within the scope of your employment or in the discharge of your duties; (b) you were acting in violation of any applicable law, regulation or agency rule; (c) we are statutorily prohibited from doing so; or (d) the injury or damages resulted from intentional wrongdoing or recklessness on your part.

The City cannot decide whether to pay any judgment awarded against you until after the facts have been more fully developed. This decision will not be made until the end of the lawsuit. Under General Municipal Law 50(k)(3), the decision is solely within the discretion of this Office. Accordingly, a jury verdict against you, even with respect to punitive damages, is not the dispositive factor.

Although we bring all of these matters to your attention, we do not mean to imply that a judgment will be entered against you or that the City will not pay a judgment awarded against you. But because the possibility of personal liability exists, you have the right to retain private counsel at your own expense. Your decision to do so would not automatically mean that the City would not pay any judgment entered against you or pay any settlement reached by this Office. But if you were represented by private counsel, this Office would conduct a thorough review of the case. If the conclusion of the review is that the judgment rendered against you resulted from inadequate representation by your private counsel, this Office may decide not to pay the judgment on your behalf. The City would not pay any settlement reached while you are represented by private counsel unless this Office and the Comptroller approved the settlement before it is finalized.

Please decide whether you wish to be represented under the terms of this letter and then complete the attached form and return it to me. If you have any questions whatsoever, please call me. You are, of course, free to consult private counsel before deciding whether you wish to be represented under these terms. As noted, if accepted, your representation in this matter will be provided by Wilson Elser.

Thank you for your prompt attention.

Very truly yours,


Maxwell D. Leighton
Assistant Corporation Counsel

Enc.

The City of New York
Law Department
Att: Maxwell D. Leighton
Assistant Corporation Counsel
Labor and Employment Law Division
100 Church Street, Room 2-100
New York, New York 10007

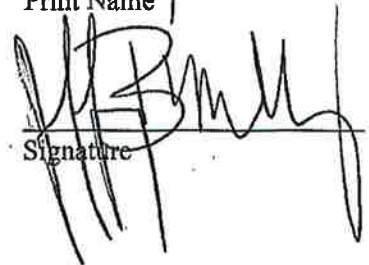
Re: Miltiadis Marmara v. City of New York, et al.
Index No. 156892/2024
Our No. 2024-067092

Dear Mr. Leighton:

I have received and read your letter of September 20, 2024, regarding representation and indemnification in Miltiadis Marmara v. City of New York, et al.

(/) I choose to be represented by the Law Department in this action under the terms and conditions of the representation letter dated September 20, 2024.

() I intend to retain private counsel to represent me in this action at my own expense.

Jeffrey B. Madarey
Print Name

Signature



MURIEL GOODE-TRUFANT
Acting Corporation Counsel

THE CITY OF NEW YORK
LAW DEPARTMENT
100 CHURCH STREET
NEW YORK, NY 10007

MAXWELL D. LEIGHTON
Assistant Corporation Counsel
phone: (212) 356-2472
mobile: (917) 613-0952
email: mleight@law.nyc.gov

September 20, 2024

Jeffrey Maddrey (by c/o e-mail: william.gallagher@nypd.org)

Re: Miltiadis Marmara v. City of New York, et al.
Index No. 156892/2024
Our No. 2024-067092

Dear Chief Maddrey:

Your request for representation in this case has been approved by the Corporation Counsel, subject to the conditions set forth below. It is important that you understand and consent to these conditions. Upon accepting these conditions, as outlined below, your representation in this case will be provided by Wilson Elser Moskowitz Edelman & Dicker LLP ("Wilson Elser").

The Corporation Counsel is the chief legal officer of the City of New York. The Office of the Corporation Counsel's attorneys act primarily as the City's lawyer, and this Office's principal obligation is to represent the City's interests. Additionally, General Municipal Law Section 50-k(2) and other statutes state that the City shall provide for the defense of an employee in any civil action "arising out of any alleged act or omission which the Corporation Counsel finds occurred while the employee was acting within the scope of his public employment and in the discharge of his duties and was not in violation of any rule or regulation of his agency at the time the alleged act or omission occurred."

Based on the information currently available to us, we have determined that you meet the requirements of General Municipal Law 50-k for representation by this Office. If, however, we later receive information from which this Office concludes that you were not acting within the scope of your public employment or in the discharge of your duties, or were in violation of any applicable law, regulation, or agency rule at the time the alleged act or omission occurred, we may have to withdraw our representation of you. This Office may also withdraw our

representation of you if you should fail to cooperate fully in the defense of this lawsuit. That cooperation shall include, at a minimum, ensuring that this Office has your current home address and telephone numbers, complying with our requests for documents or other evidence in your possession, and making yourself available for requested meetings, depositions, trial preparation and testimony. The duty to cooperate includes the obligation to inform us of any past discipline and to keep us advised of any investigations, or any disciplinary or criminal charges involving that conduct that is the basis of this suit.

You must be aware that if we learn of facts indicating that you or any other City employee acted criminally or otherwise violated any applicable law, regulation, or agency rule, that information will be provided to the relevant City agency for whatever action it deems appropriate. You understand and agree that the City has the exclusive right to waive any privilege you may have with respect to any such information. Further, it is the policy of the City to expose criminal wrongdoing. Consequently, this Office cannot advise you on whether it would be in your best interests to refuse to answer a question on the grounds that it may incriminate you in any future criminal proceeding. However, should a situation arise where this Office believes you may benefit from seeking the advice of private counsel, we will suggest that you consult with alternate counsel.

Whether or not you choose to be represented by this Office, you nevertheless must preserve any evidence that may be relevant to this lawsuit, including but not limited to potentially relevant documents, photographs, video, e-mail, text messages, and other data, if any, on work and personal computers, phones, and email accounts. Failure to preserve relevant evidence could result in sanctions or penalties and could jeopardize the defense of this lawsuit. Please contact the undersigned if you have any questions about your obligation to preserve evidence.

We may also represent other City employees or agencies in this case. In our opinion, no actual conflict exists at this time that would prevent us from also representing you in this matter. If, as the matter evolves, we determine that your interests differ materially from the interests of other parties represented by this Office, we will discuss these conflicts with you at such time and, if reasonable, request your consent to our continued representation of you and the other parties. We may, at our discretion, elect to offer alternative counsel to you at the City's expense. Here, as mentioned before, Wilson Elser will be providing representation to you in this matter, and may be contacted as follows:

John M. Flannery
Wilson Elser Moskowitz Edelman & Dicker LLP
914-391-2673 (Cell)
john.flannery@wilsonelser.com

Because we will be jointly representing you and the City of New York in this matter, as well as any other City employees who we have deemed eligible for representation under 50-k, you must understand that information relevant to the representation will be shared with the joint parties. And while our conversations will be protected by the attorney-client privilege, the privilege might not apply if there is litigation involving the parties in the future. Also, by choosing to be represented by this Office in this case, you consent to the decision of this Office to take any

action it deems appropriate to resolve this case, including, but not limited to, settling the case or resolving the case by other means.

If a conflict arises that prevents this office from continuing to represent you, or should this Office later determine that you are not eligible for representation under General Municipal Law Section 50-k(2), you hereby expressly consent to this Office's continued representation of the City of New York and the other named defendants in this matter should we withdraw from representing you. You specifically agree that you will not assert a conflict of interest based on (i) our continued representation of the City of New York or other parties in this or any related matters, even though we represented you in this matter or (ii) the confidential information, if any, that we learned during the course of that representation. You also agree that you will not seek to disqualify our Office from proceeding with the representation for any or all of these reasons. By signing this letter you waive all of these conflicts should they arise in the future.

The City usually pays the judgments rendered against employees represented by this Office and settlements that have been approved by this Office and by the Comptroller of the City of New York ("Comptroller"). But the decision to represent you does not automatically mean the City will pay any judgment rendered against you. Under General Municipal Law Section 50-k(3) and other statutes, the City will not pay a judgment against you if (a) you were not acting within the scope of your employment or in the discharge of your duties; (b) you were acting in violation of any applicable law, regulation or agency rule; (c) we are statutorily prohibited from doing so; or (d) the injury or damages resulted from intentional wrongdoing or recklessness on your part.

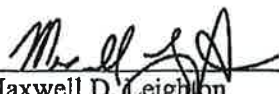
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Although we bring all of these matters to your attention, we do not mean to imply that a judgment will be entered against you or that the City will not pay a judgment awarded against you. But because the possibility of personal liability exists, you have the right to retain private counsel at your own expense. Your decision to do so would not automatically mean that the City would not pay any judgment entered against you or pay any settlement reached by this Office. But if you were represented by private counsel, this Office would conduct a thorough review of the case. If the conclusion of the review is that the judgment rendered against you resulted from inadequate representation by your private counsel, this Office may decide not to pay the judgment on your behalf. The City would not pay any settlement reached while you are represented by private counsel unless this Office and the Comptroller approved the settlement before it is finalized.

Please decide whether you wish to be represented under the terms of this letter and then complete the attached form and return it to me. If you have any questions whatsoever, please call me. You are, of course, free to consult private counsel before deciding whether you wish to be represented under these terms. As noted, if accepted, your representation in this matter will be provided by Wilson Elser.

Thank you for your prompt attention.

Very truly yours,


Maxwell D. Leighton
Assistant Corporation Counsel

Enc.

The City of New York
Law Department
Att: Maxwell D. Leighton
Assistant Corporation Counsel
Labor and Employment Law Division
100 Church Street, Room 2-100
New York, New York 10007

Re: George Huang v. City of New York, et al.
Index No. 155213/2024
Our No. 2024-049681

Dear Mr. Leighton:

I have received and read your letter of [date] regarding representation and indemnification in George Huang v. City of New York, et al.

☒ I choose to be represented by the Law Department in this action under the terms and conditions of the representation letter dated September 12, 2024.

☐ I intend to retain private counsel to represent me in this action at my own expense.

Jeffrey B. Madrey
Print Name

Signature



MURIEL GOODE-TRUFANT
Acting Corporation Counsel

THE CITY OF NEW YORK
LAW DEPARTMENT
100 CHURCH STREET
NEW YORK, NY 10007

MAXWELL D. LEIGHTON
Assistant Corporation Counsel
phone: (212) 356-2472
mobile: (917) 613-0952
email: mleight@law.nyc.gov

September 12, 2024

Jeffrey Maddrey (by c/o e-mail: william.gallagher@nypd.org)

Re: George Huang v. City of New York, et al.
Index No. 155213/2024
Our No. 2024-049681

Dear Chief Maddrey:

Your request for representation in this case has been approved by the Corporation Counsel, subject to the conditions set forth below. It is important that you understand and consent to these conditions. Upon accepting these conditions, as outlined below, your representation in this case will be provided by Wilson Elser Moskowitz Edelman & Dicker LLP ("Wilson Elser").

The Corporation Counsel is the chief legal officer of the City of New York. The Office of the Corporation Counsel's attorneys act primarily as the City's lawyer, and this Office's principal obligation is to represent the City's interests. Additionally, General Municipal Law Section 50-k(2) and other statutes state that the City shall provide for the defense of an employee in any civil action "arising out of any alleged act or omission which the Corporation Counsel finds occurred while the employee was acting within the scope of his public employment and in the discharge of his duties and was not in violation of any rule or regulation of his agency at the time the alleged act or omission occurred."

Based on the information currently available to us, we have determined that you meet the requirements of General Municipal Law 50-k for representation by this Office. If, however, we later receive information from which this Office concludes that you were not acting within the scope of your public employment or in the discharge of your duties, or were in violation of any applicable law, regulation, or agency rule at the time the alleged act or omission occurred, we may have to withdraw our representation of you. This Office may also withdraw our

representation of you if you should fail to cooperate fully in the defense of this lawsuit. That cooperation shall include, at a minimum, ensuring that this Office has your current home address and telephone numbers, complying with our requests for documents or other evidence in your possession, and making yourself available for requested meetings, depositions, trial preparation and testimony. The duty to cooperate includes the obligation to inform us of any past discipline and to keep us advised of any investigations, or any disciplinary or criminal charges involving that conduct that is the basis of this suit.

You must be aware that if we learn of facts indicating that you or any other City employee acted criminally or otherwise violated any applicable law, regulation, or agency rule, that information will be provided to the relevant City agency for whatever action it deems appropriate. You understand and agree that the City has the exclusive right to waive any privilege you may have with respect to any such information. Further, it is the policy of the City to expose criminal wrongdoing. Consequently, this Office cannot advise you on whether it would be in your best interests to refuse to answer a question on the grounds that it may incriminate you in any future criminal proceeding. However, should a situation arise where this Office believes you may benefit from seeking the advice of private counsel, we will suggest that you consult with alternate counsel.

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Thank you for your prompt attention.

Very truly yours,


Maxwell D. Leighton
Assistant Corporation Counsel

Enc.

EXHIBIT 2

allegations of discrimination and retaliation. See Huang v. City of New York et al., Index No. 155213/2024 Doc. No. 5 (9/16/2024 Verified Answer to Complaint).

3. Similarly, Answers were also filed on my behalf denying all allegations of wrongdoing in the Related Cases. See Ludemann v. City of New York et al., Index No. 152601/2024 Doc. No. 12 (Verified Answer to Amended Complaint); Ferrari v. City of New York et al., Index. No. 153625/2024 Doc. No. 27 (Verified Answer to Amended Complaint); Marmara v. City of New York et al., Index. No. 156892/2024 Doc. No. 11 (10/18/2024 Verified Answer to Amended Complaint).

4. I aver that the responses to allegations concerning me in the Answers were true to my knowledge, except as to matters alleged on information and belief, and that as to those matters, I believed them to be true.

5. Accordingly, the Plaintiffs were aware before filing their motions for summary judgment that I deny their allegations and that their allegations are disputed.

6. I deny Plaintiff Ludemann's allegation that I ever touched her inappropriately or in a "sexual manner" on December 1, 2022, or at any other time.

7. I deny that I asked Plaintiff Ludemann inappropriate questions or ever subjected her to sexual harassment or discrimination.

8. I deny that I asked Plaintiff Ludemann to be my personal driver or that I ever offered her a "quid pro quo" relationship as alleged.

9. I deny Plaintiff Ludemann's allegation that she was ever confirmed for promotion at any time between December 2022 and April 2023. I also deny her allegation that I removed her name from a list for promotion.

10. I deny that I had the authority to approve or deny a promotion for a member of the NYPD.

11. I deny all Plaintiffs' allegations that I retaliated against them or threatened to retaliate against them.

12. I deny the defamatory allegation asserted by Plaintiffs that I was a "sexual predator." I further deny that I ever subjected any other member of MSA to sexual harassment or a hostile work environment.

13. I served as the Senior Advisor to the Mayor for Public Safety from approximately the Spring of 2022 to approximately September 2024. In that capacity, I advised the mayor concerning issues related to various public safety issues.

14. Development of the Mayor's Office of Municipal Services Assessment (MSA) began in approximately mid-2022; it did not exist prior to that time. It was staffed with members from NYPD and other City agencies. MSA was initially overseen by Deputy Mayor for Public Safety, Philip Banks.

15. In or about November 2022, I assumed responsibility for oversight of the Mayor's Office of Municipal Services Assessment (MSA) at Deputy Mayor Banks' instruction. In that capacity, I had general authority to supervise the day-to-day operations of MSA. I did not have the authority to promote or terminate members of MSA, each of whom was on loan from other City agencies and subject to various agreements and procedures governing their home agencies.

16. At that time, Deputy Chief Miltiadis Marmara was the Director of MSA. While I occasionally attended meetings regarding MSA, it was only one of multiple issues in my portfolio and I rarely interacted directly with the staff of MSA.

17. At no time when I was in the offices of MSA did I ever observe a male employee acting as a “chaperone” as alleged in the affidavit of Plaintiff Huang.

18. As each of the members of MSA was on loan from other City Agencies, I did not have authority to terminate or promote the members of MSA.

19. As the MSA office was being established, I had general discussions with Plaintiff Marmara about promotion of the members of MSA, and hoped that eventually members of MSA would be promoted. Plaintiff Marmara expressed that he wanted the NYPD members of MSA who reported to him to receive discretionary promotions. However, at that time, they had only been working at MSA for a few months. Prior to the Plaintiffs’ departure from MSA, I was not aware of any confirmed or scheduled promotions of any NYPD member of MSA.

20. Plaintiff Marmara returned from MSA to NYPD in April 2023, after he behaved unprofessionally, wrongfully accused me of lying to him, and stated that he had been secretly recording me during a prior conversation. I instructed him that he was being dismissed from MSA in a meeting at which Plaintiff Marmara, Justin Meyers (then-Chief of Staff to Deputy Mayor Banks), and myself were present on or about April 11, 2023. At the April 11, 2023 meeting, I also instructed Marmara that any departure of other NYPD members from MSA should be done in an orderly fashion after replacements had been identified.

21. Plaintiff Marmara subsequently stated that he lied when he said he had been recording me. Given his unprofessional conduct, it was my opinion that Plaintiff Marmara was not the best choice to lead MSA and that he should return to NYPD. I played no role in Plaintiff Marmara’s assignments after he departed MSA.

22. Prior to Marmara’s departure from MSA, he never told me that he believed I was behaving inappropriately toward Plaintiff Ludemann or any other member of MSA. Plaintiff

Ludemann never stated to me that she objected to my comments or behavior, or that my conduct offended her. Neither Plaintiff Huang nor Plaintiff Ferrari ever told me that my comments or behavior were offensive or inappropriate in any way, nor am I aware of them making such a statement to anyone else. Prior to Plaintiff Ludemann's lawsuit, I was not aware of any of the Plaintiffs lodging a complaint of sexual harassment against me.

23. After it was determined that Marmara would leave MSA, I met with the rest of the MSA staff on or about April 12, 2023. I informed the staff, including Plaintiffs Ludemann, Ferrari, and Huang, that I would prefer that they continue working at MSA and saw no reason for them to leave. I deny that I "threatened to end the NYPD careers of any officer who submitted their resignation," as alleged by Plaintiff Huang. I advised that if other members of NYPD wanted to leave, it should not be all at once. It was my view that the departure of all NYPD members of MSA at the same time would have been disruptive to MSA's operations. The better approach would be a planned departure where outgoing members of MSA could assist with the transition of new incoming members.

24. At this time, I also made Plaintiff Huang the acting director of MSA until a new director could be appointed, which Huang acknowledged. When I told him he would be acting director, Plaintiff Huang did not tell me that he had any plans to be out of the office.

25. Despite being tasked with serving as acting director of MSA, Lt. Huang was then absent from work for several days. (CITYDEF_005018; CITYDEF_1226-1228; CITYDEF_001238) Sgt. Ludemann was also absent from work on those dates (CITYDEF_1226-1228).

26. I learned that, on April 13, 2023, Plaintiff Ludemann sent an email to Marjorie Landa opposing the transfer of Deputy Chief Marmara out of MSA, asking Ms. Landa to go to the Mayor

to overturn my decision and reinstate Deputy Chief Marmara as MSA Director, and threatening that MSA could not function without the remaining NYPD personnel.

27. I also heard that Sgt. Ludemann attempted to convince all of the NYPD members to jointly resign from MSA, including a member of the NYPD who was subordinate to her.

28. Given the unprofessional behavior of Deputy Chief Marmara and what appeared to me to be Sgt. Ludemann's intentional effort to disrupt MSA's operations, based on her disagreement with my personnel decisions, I consulted counsel for the Mayor's Office and documented Marmara and Ludemann's conduct.

29. On Wednesday, April 19, 2023, I received emails from Sgt. Ferrari and Lt. Huang, informing me that they were resigning. Their resignation letters expressed gratitude for the opportunity to work within the Mayor's Office. Neither resignation letter stated that they were resigning because they objected to my conduct towards any female member of MSA nor made any reference to sexual harassment. CITYDEF_000634-641.

30. Sgt. Ferrari and Lt. Huang requested to return to NYPD immediately, stating that their last day at MSA would be two days later, on April 21, 2023. CITYDEF_000658 (Huang). Thus, despite my request for a smooth transition, Ludemann, Huang, and Ferrari all resigned jointly and immediately.

31. I had no involvement in the assignments of Sgt. Ludemann, Sgt. Ferrari, or Lt. Huang after they returned to NYPD.

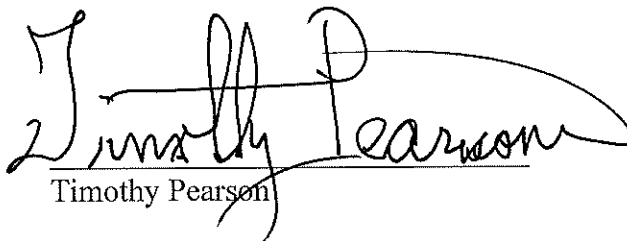
32. After the departure of Huang and Ferrari, I was informed by an MSA staff member that NYPD vehicles and keys were being taken by Plaintiffs. In the following days, MSA could not locate those NYPD vehicles, leading us to conclude that Plaintiffs were also attempting to deprive MSA of its NYPD equipment in addition to personnel.

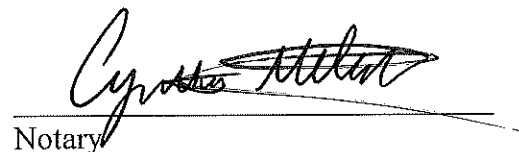
33. I requested assistance from Chief Maddrey to obtain the return of the MSA vehicles. I also informed Chief Maddrey that it appeared that Plaintiff Ludemann had attempted to organize a walk-out of NYPD members of MSA due to her objection to my decision to return Deputy Chief Marmara to NYPD.

34. Following the issues with both Marmara and the missing vehicles, I reported the situation to Brendan McGuire, Chief Counsel to the Mayor. Upon information and belief, following additional conferrals between Mr. McGuire and NYPD executive personnel, they referred the matter to Internal Affairs. I did not direct IAB to investigate any of the Plaintiffs.

35. I submit this Affidavit in support of the Opposition of the City of New York and the New York City Economic Development Corporation to the motion for summary judgment filed by Plaintiff Huang, Plaintiff Ludemann, Plaintiff Ferrari, and Plaintiff Marmara in the four related actions. It is not provided for any other purpose.

Dated: August 10, 2026
Hempstead, New York


Timothy Pearson


Notary

CYNTHIA J. MELENDEZ
Notary Public - State of New York
No. 01ME6392786
Qualified in Nassau County
My Commission Expires 06/03/2027

EXHIBIT 3

work environment, and all allegations of discrimination and retaliation. See Huang v. City of New York et al., Index No. 155213/2024 Doc. No. 5 (9/16/2024 Verified Answer to Complaint).

3. Similarly, I also filed Answers denying all allegations of wrongdoing in the Related Cases. See Ludemann v. City of New York et al., Index No. 152601/2024 Doc. No. 12 (Verified Answer to Amended Complaint); Ferrari v. City of New York et al., Index. No. 153625/2024 Doc. No. 27 (Verified Answer to Amended Complaint); Marmara v. City of New York et al., Index. No. 156892/2024 Doc. No. 11 (10/18/2024 Verified Answer to Amended Complaint).

4. I aver that the responses to allegations concerning me in the Answers in the Related Cases were true to my knowledge, except as to matters alleged on information and belief, and that as to those matters, I believed them to be true.

5. Accordingly, the Plaintiffs were aware before filing their motions for summary judgment that I deny their allegations and that their allegations are disputed.

6. I deny Plaintiff's allegations that Timothy Pearson directed me to retaliate against them.

7. I deny the Plaintiffs' allegations that I made decisions regarding their NYPD assignments at the direction of Timothy Pearson or as retaliation for any protected conduct.

8. I served as the Chief of Department for the New York City Police Department from approximately December 2022 to December of 2024.

9. On or about April 11, 2023, I was contacted by phone Plaintiff Marmara who informed me that he was leaving his position as Director of the Mayor's Office of Municipal Services Assessment ("MSA") due to a dispute with Timothy Pearson, a Senior Advisor to the Mayor for Public Safety, who was overseeing MSA. At that time, Marmara had recently been promoted to Deputy Chief. I told Plaintiff Marmara not to worry, and that he should come see me to discuss his next assignment.

10. I assigned Deputy Chief Marmara to be the Executive Officer of Patrol Borough Brooklyn North, a prestigious position.

11. I learned that, Deputy Chief Marmara's departure from MSA concerned a dispute between himself and Pearson regarding Marmara's efforts to secure an early promotion of one of his subordinates, Sgt. Ludemann, and that during the course of his efforts to get his subordinate promoted he had been discourteous to his supervisor, Pearson, and had asserted that he had secretly recorded Pearson.

12. I also learned that upon Marmara deciding to leave MSA, he had taken efforts to remove all of the NYPD staff from MSA. I understood that Sgt. Ludemann had attempted to have Deputy Chief Marmara reinstated as Director of MSA by attempting to contact the Mayor, complaining about Pearson's management decisions regarding Marmara, and threatening to effectively shut down MSA by orchestrating a walkout of its NYPD members. I viewed the actions of Marmara and Ludemann as unprofessional, inconsistent with good police conduct, and disruptive to the operations of MSA. Accordingly, in my professional judgment, it would not be good practice for Deputy Chief Marmara to continue to oversee Sgt. Ludemann or the other two officers who abruptly left MSA.

13. Accordingly, I directed that Sgt. Ludemann not be assigned to Patrol Borough Brooklyn North with Deputy Chief Marmara. Instead, upon her request to be transferred out of MSA, she was assigned to the same Patrol Borough she left less than a year earlier when she requested to be transferred to MSA, Patrol Borough Queens South. Her specific assignment within Queens South was left to be determined by the local commanding officers commensurate with her rank and the needs of the unit.

14. Shortly after Deputy Chief Marmara left MSA, I met with Lieutenant Huang and Sgt Ferrari who had also requested to be transferred out of MSA. I met with them because I understood that MSA was having an issue locating NYPD vehicles assigned to MSA and the keys for those vehicles needed to be recovered from Huang and Ferrari, who had retained them even after their last day at MSA. During our meeting, I asked them where they would like to be assigned. Lieutenant Huang requested Transit District 20, so that is where I assigned him. Sgt. Ferrari requested the 112th Precinct, so that is where I assigned him.

15. Plaintiff Huang and Plaintiff Ferrari voluntarily requested to leave MSA and return to NYPD, their requests were granted, and they were each given their requested unit upon their return to NYPD. Their specific assignments within their new NYPD units were determined by their new local commanding officers, commensurate with their rank and the needs of the unit.

16. I deny any allegation that any Plaintiff's return from MSA to NYPD constituted a demotion, or that their assignments upon return to NYPD were retaliatory. The Plaintiffs' assignments upon return were based on legitimate considerations of best managerial practices and Department need.

17. Prior to the Plaintiffs' return to NYPD, I was not aware of any allegation by any Plaintiff that Timothy Pearson had sexually harassed Sgt. Ludemann, nor any allegation that he otherwise harassed, discriminated against, or subjected any Plaintiff to a hostile work environment.

18. During my meeting with Lt. Huang and Sgt. Ferrari, neither officer informed me of any allegations of sexual harassment, discrimination, hostile work environment, or retaliation by Timothy Pearson.

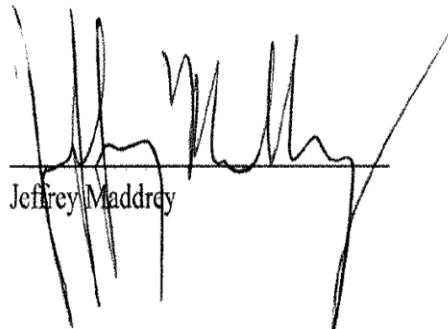
19. I understood that Plaintiff Marmara and Timothy Pearson had a disagreement about personnel decisions, that Marmara had behaved discourteously and unprofessionally towards his

supervisor, and then had attempted to disrupt MSA operations by simultaneously removing all NYPD staff from the office.

20. After the Plaintiffs returned to NYPD and received their new unit assignments in April 2023, I had no further involvement in their assignments, supervision, or any subsequent investigations or discipline involving the Plaintiffs.

21. I submit this Affidavit in support of the Opposition of the City of New York and the New York City Economic Development Corporation to the motion for summary judgment filed by Plaintiff Huang, Plaintiff Ludemann, Plaintiff Ferrari, and Plaintiff Marmara in the four related actions. It is not provided for any other purpose.

Dated: August 7, 2026
New York, New York



Jeffrey Maddrey

Shenoi Edwards
Notary Public, State of New York
Reg. No. 01ED0042624
Qualified in Bronx County
Commission Expires 10/10/2028



8/7/2026

Notary

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----	X	
GEORGE HUANG,	:	Index No. 155213/2024
	:	
Plaintiff,	:	
	:	
- against -	:	
	:	
CITY OF NEW YORK, NEW YORK CITY ECONOMIC	:	
DEVELOPMENT CORPORATION, TIMOTHY	:	
PEARSON, Individually, JEFFREY MADDREY,	:	
Individually and JOSEPH PROFETA, Individually.	:	
	:	
Defendants.	:	
-----	X	

MEMORANDUM OF LAW IN OPPOSITION TO PLAINTIFF HUANG’S MOTION
FOR SUMMARY JUDGMENT

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Preliminary Statement

This memorandum of law is submitted on behalf of Defendants City of New York (the “City”), New York City Economic Development Corporation (“EDC”) and Joseph Profeta in opposition to Plaintiff George Huang’s motion for partial summary judgment.

Plaintiff Huang well knows that the facts underlying his hostile work environment and retaliation claims are disputed by Defendants, and that summary judgment is inappropriate. Nevertheless, he seeks to burden the court and Defendants with the instant motion in an attempt to leverage a perceived strategic advantage: the City Corporation Counsel’s determination that individual defendants Pearson and Maddrey are no longer entitled to defense provided by the City.

Following the Corporation Counsel’s representation determination, Plaintiff filed the instant motions based on an entirely unsupported, and unsupportable proposition of law: that the City’s bare representation determination constitutes a judicial admission of all allegations in the Plaintiff’s complaint. There is no authority for Plaintiff’s argument that the Corporation Counsel’s internal determination constitutes a judicial admission of all allegations made by Plaintiff. Nor is there any authority for Plaintiff’s argument that, after making a determination that certain individual defendants are not entitled to representation provided by the City, that the City may no longer dispute the allegations of the complaint. Indeed, all defendants, including the City, denied Plaintiffs’ allegations in their Answers and the City never issued any findings that Pearson or Maddrey committed any of the alleged conduct.

As there are clear factual disputes as to the underlying allegations of hostile work environment and retaliation, supported by admissible evidence submitted by Defendants, Plaintiff’s motion for summary judgment should be denied.

Relevant Facts and Procedural History

This action is one of four related cases (referred to collectively as the “Related Cases”) arising from allegations by Plaintiffs Roxanne Ludemann, Michael Ferrari, George Huang, and Miltiadis Marmara, each of whom was assigned to the Mayor’s Office of Municipal Services Assessment (“MSA”) during the relevant period, that Timothy Pearson, a former Senior Advisor to the Mayor, sexually harassed Plaintiff Ludemann and that the remaining plaintiffs were retaliated against after returning from MSA to the NYPD. Flannery Affirmation ¶¶3-6. Defendants City of New York, EDC, and Joseph Profeta deny those allegations and maintain that the record contains numerous disputed issues of fact precluding summary judgment. *See, e.g.*, Flannery Aff. ¶¶7-8, 25; Defendants Response to Plaintiff’s Statement of Materials Facts (hereinafter “Defs. Resp.”) ¶¶2, 8-12, 16-37, 41-63.

As relevant here, Plaintiff Huang was an NYPD Lieutenant assigned to MSA from approximately June 2022 until April 2023. Def. Resp. ¶1. Plaintiff Huang now alleges that he was subjected to a hostile work environment because he was required to “chaperone” Pearson and that he was retaliated against after leaving MSA. Def. Resp. ¶¶16-17. Defendants dispute those allegations. *Id.* Among other things, Huang’s April 2023 resignation correspondence in which he requested to leave his position with MSA and return to the NYPD, made no reference to sexual harassment, retaliation, or a hostile work environment, and was followed by an assignment to Transit District 20, which Huang himself requested. Def. Resp. ¶¶21, 23, 24, 25, 29, 41-45, 52; Exs. 4 and 5 (resignation email and letter). Defendants further dispute that Huang was demoted, that any alleged “chaperone” policy was imposed or endorsed by the City, and that Pearson determined his post-MSA assignment, or that Pearson or Maddrey retaliated against Huang. Def. Resp. ¶¶16-17, 21-25, 41-45; Ex. 2 (Pearson Aff.) ¶¶12, 17, 22-25, 29-31; Ex. 3 (Maddrey Aff.)

¶¶14-20. Defendants further contend that Huang's post-MSA assignments, and inclusion in an IAB investigation regarding the Plaintiffs' actions during their departures from MSA, were based on legitimate, non-discrimination, non-retaliatory reasons. Def. Resp. ¶¶21-25, 27; Ex. 2 (Pearson Aff.) ¶¶23-34; Ex. 3 (Maddrey Aff.) ¶¶15, 20; Ex. 9 (IAB Case Worksheets Excerpts).

The procedural history of the Related Cases underscores the prematurity and impropriety of Plaintiff's motion. Huang commenced this action under Index No. 155213/2024, and the Court later joined it for discovery with the related *Ludemann*, *Ferrari*, and *Marmara* actions, which involve overlapping allegations and defendants. Flannery Aff. ¶¶3-4. After the City determined in March 2026, that Pearson and Maddrey were no longer eligible for City-provided representation, and before those defendants had any opportunity to identify new counsel, Plaintiffs in the Related Cases filed summary judgment motions despite outstanding discovery disputes, incomplete document discovery, and the absence of party depositions. Flannery Aff. ¶¶10-16; Def. Resp. ¶¶64-66. Huang's prior summary judgment motion was denied by Decision and Order dated June 29, 2026, and he thereafter re-filed the present motion on or about July 6, 2026. Flannery Aff. ¶¶22-23; NYSCEF Index. 155213/2024 Doc. Nos. 70-99. Because Defendants deny Plaintiff's underlying factual allegations and have submitted admissible evidence directly disputing the alleged harassment, hostile work environment, protected activity, retaliation, and claimed admissions on which Plaintiff's motion depends, summary judgment is not warranted.

More detailed statements of facts and procedural history are set out in the accompanying Defendants' Response to Plaintiff's Statement of Materials Facts and Counterstatement of Material Facts and the Flannery Affirmation.

Argument

I. PLAINTIFF IS NOT ENTITLED TO SUMMARY JUDGMENT WHERE THE UNDERLYING FACTS ARE DISPUTED

A. Plaintiff Huang Has Not Met His Burden to Establish His Entitlement to Judgment As a Matter of Law

A proponent of a motion for summary judgment bears the burden, through the use of admissible evidence, of eliminating all material issues of fact and “must establish its defense or cause of action sufficiently to warrant a court’s directing judgment in its favor as a matter of law.” *O’Halloran v. City of New York*, 78 A.D.3d 536, 537 (1st Dep’t 2010) (citing *Zuckerman v. City of New York*, 49 N.Y.2d 557, 562 (1980)); CPLR 3212(b). “This burden is a heavy one and on a motion for summary judgment, facts must be viewed in the light most favorable to the non-moving party.” *Jacobsen v. New York City Health & Hosps. Corp.*, 22 N.Y.3d 824, 833 (2014) (citation omitted). If a movant fails to meet his or her initial burden, the motion for summary judgment must be denied, regardless of the sufficiency of the opposition. *O’Halloran*, 78 A.D.3d at 537. It is only after the movant has made a prima facie showing of entitlement that the burden shifts to the nonmoving party to produce evidentiary proof demonstrating the existence of material issues of fact that require a trial for resolution. *See Vega v. Restani Constr Corp.*, 18 N.Y.3d 499, 503 (2012).

“Since [summary judgment] deprives the litigant[s] of [their] day in court, it is considered a drastic remedy which should only be employed when there is no doubt as to the absence of triable issues.” *Andre v. Pomeroy*, 35 NY2d 361, 364 (1974); *see Vega v. Restani Constr. Corp.*, 18 N.Y.3d 499, 503 (2012) (citing *Alvarez v. Prospect Hosp.*, 68 N.Y.2d 320, 324 (1986)). “[T]he motion shall be denied if any party shall show facts sufficient to require a trial of any issue of fact.” CPLR 3212(b).

Where a plaintiff claims that a supervisor engaged in misconduct, and the supervisor denies the alleged misconduct, the competing versions of events create a triable issue of fact, and the plaintiff is not entitled to summary judgment against the employer. *See Hernandez v. 46-24 28th St., LLC*, 214 A.D.3d 451 (1st Dept 2023) (where foreman denied that events occurred as described by plaintiff, conflicting evidence raised question of fact as to imputed liability); *Moore v. Skanska USA Bldg., Inc.*, 237 A.D.3d 566 (1st Dept. 2025) (affirming denial of plaintiff's motion for summary judgment where affidavits from supervisors contradicted plaintiff's version of events); *Hruska v. Bohemian Citizens' Benevolent Socy. of Astoria Inc.*, 2016 N.Y. Misc. LEXIS 3297, *16-17 (Sup. Ct. N.Y. Cnty. Sept. 16, 2016) (disputes regarding existence of retaliatory motive precluded summary judgment for either party).

Here, while Plaintiff submits (unsigned) affidavits in support of his motion, Defendants submit signed affidavits from Defendants Pearson and Maddrey denying the specific allegations of alleged harassment, hostile work environment, and retaliation. Accordingly, there are numerous genuine disputes of fact which require resolution by a jury and the motion for summary judgment must be denied.

B. There Are Genuine Disputes of Fact Regarding the Elements of Plaintiff's Claims

Plaintiff Huang's motion seeks summary judgment on two claims, a claim for hostile work environment pursuant to the New York City Human Rights Law ("NYCHRL") § 8-107(13)(b) and a claim for retaliation pursuant to NYCHRL §§ 8-107(7) and 8-107(13)(b).

To prove a claim of hostile work environment, a plaintiff must show that the plaintiff "has been treated less well than other employees" because of a protected status. *Williams v. New York*

City Hous. Auth., 61 A.D.3d 62, 78-79 (1st Dep’t 2009).¹ “To establish a claim for retaliation under the NYCHRL, a complainant must show that (1) [h]e engaged in a protected activity, (2) the employer was aware that [h]e participated in such activity, (3) the employer engaged in conduct which was reasonably likely to deter a person from engaging in that protected activity, and (4) there is a causal connection between the protected activity and the alleged retaliatory conduct.” *Pierluissi v. City of N.Y.*, 2025 N.Y. Misc. LEXIS 1841 * 18-19 (Sup. Ct. N.Y. Cnty. Mar. 26, 2025) (citations omitted). “‘Protected activity’ refers to ‘actions taken to protest or oppose statutorily prohibited discrimination’” *Id.* at *19 (citation omitted).

Huang alleges he was subjected to a hostile work environment because (1) Pearson’s sexual harassment of Ludemann “pervaded the MSA” and (2) Plaintiff Huang was asked by Plaintiff Marmara to “chaperone” Pearson when he was in the MSA offices. Huang alleges that he engaged in protected activity when he resigned from MSA, that his transfer from MSA to Transit District 20 was a demotion, and that being interviewed during the IAB investigation of Ludemann and Marmara constituted retaliation. Huang Mem. at 20-21.

Defendants dispute the alleged facts underlying Plaintiff Huang’s hostile work environment and retaliation claims and have submitted admissible evidence which raises a triable issue of fact on these elements.

¹ Plaintiff argues that all employees present in the workplace where sexual harassment occurs may assert claims for hostile work environment under the NYCHRL, even if the employee is not the target of the harassment. See Pl. Mem. at 14. However, the single case cited by Plaintiff for this proposition, *Williams*, 61 A.D.3d at 78, does not support Plaintiff’s argument. First, *Williams* concerned claims by a plaintiff who alleged she was the target of gender-based sexual harassment, not that she was present in a workplace where others were harassed. *Williams*, 61 A.D.3d 62, 64 (1st Dep’t 2009). Second, to the extent the plaintiff in *Williams* complained of sex-based comments made in her presence, but not directed to her, the First Department held that the comments were insufficient to state a claim. *Id.* at 80; see also, *Dozier v. Federal Express*, 2018 N.Y. Misc. 3058, *21-22 (Sup. Ct. July 12, 2018) (plaintiff’s testimony, including that co-workers used racial slurs in his presence but directed at others, failed to state a claim for hostile work environment under the NYCHRL). Plaintiff cites no other authority for his argument that he may bring a NYCHRL discrimination claim based on alleged harassment of Ludemann.

a. Plaintiff Fails to Meet His *Prima Facie* Burden as His “Affidavit” Is Unsigned and Does Not Comply with CPLR 2106

As an initial matter, the Plaintiffs’ “affidavits” submitted in the Huang case (and in all four Related Cases) should be deemed unsigned and inadmissible. Affidavits and exhibits offered by the movant on summary judgment must be in admissible form. *See Zuckerman v City of New York*, 49 N.Y.2d 557, 562 (1980). In support of his motion, Plaintiff Huang submits his own affidavit, at Exhibit D, as well as “affidavits” from Ludemann, Marmara, and Ferrari, submitted as Exhibits A through C respectively. At the signature line of the affidavits, each affidavit contains only an “/s/” followed by a blank line with each plaintiff’s name typed underneath. Where an “/s/” is utilized with “no indication of who placed the /s/ signature on the document” such documents have been held to inadequately indicate the signer’s intent. *See Citibank, N.A. v. Narvaez*, 2021 N.Y. Misc. LEXIS 5138 (Civil Ct. Richmond Cnty. Sept. 10, 2021). Nor do Plaintiff’s affidavits at Exhibits A-D contain the necessary language prescribed by CPLR 2106 for use of an unsworn affirmation in lieu of an affidavit. Accordingly, the “affidavits” relied on by Plaintiff Huang at his Exhibits A through D do not constitute admissible evidence sufficient to meet Plaintiff’s prima facie burden on summary judgment.² *See Hoyos v. NY-1095 Avenue of the Americas, LLC*, 156 A.D.3d 491, 496 (1st Dep’t 2017) (unsigned, unsworn affidavits are insufficient to establish basis for summary judgment).

b. Defendants Submitted Admissible Evidence Refuting Plaintiff’s Allegations and Establishing Triable Issues of Fact

Even if this Court were to consider Plaintiff’s affidavits as adequately signed, the motion for summary judgment would still fail, as Defendants have presented admissible evidence raising triable issues of fact as to the elements of Plaintiff’s claims. First, Defendants submit an affidavit

² Indeed, Plaintiff’s counsel acknowledged that it utilized “template” motion papers across all four Related Cases. Huang Mem. at 7.

from Pearson, denying that he ever sexually harassed Ludemann, or any other member of MSA. Ex. 2 (Pearson Aff.) ¶¶6-9, 12. Pearson also denied that any member of MSA ever acted as a “chaperone” on the occasions that he was present at the MSA offices, Ex. 2 (Pearson Aff.) ¶17, and denied that he played any role in Huang’s assignment after Huang resigned from MSA, *id.* at ¶31. Pearson also explained the legitimate bases for the removal of Marmara as Director of MSA and his complaint that Marmara and Ludemann had engaged in misconduct leading up to and during their departures from MSA. Ex. 2 (Pearson Aff.) at ¶¶21-22. Similarly, Defendants submit a signed affidavit from Chief Maddrey, in which he avers that he assigned Huang to the unit requested by Huang after Huang resigned from MSA, after which point, Huang’s assignments were determined by his local commanders in accordance with operational needs. Ex. 3 (Maddrey Aff.) ¶¶14-16. Nor was Chief Maddrey aware of any complaints made by Plaintiff Huang (or anyone else) regarding alleged harassment by Pearson at the time of the assignment. *Id.* at ¶¶17-18.

Second, Huang’s own prior statements undermine his current affidavit. In August 2023, when he was first interviewed by IAB about his time at MSA, Huang made no allegations of hostile work environment, harassment by Pearson, or retaliation. Def. Resp. at ¶52; Ex. 9 at CITYDEF_001139-1141; Ex. 10 (recording of interview). During his second interview with IAB in September 2023, Huang told IAB that he was not aware of any complaints by Ludemann about Pearson while at MSA, and that if he had been aware of a complaint, he would have reported it to EEOC. Def. Resp. at ¶¶54-56; Ex. 9 at CITYDEF_001182-1183). Huang also described his interactions with Pearson as infrequent and professional, and stated that his only negative interactions with Pearson occurred due to Huang’s resignation at the end of his time at MSA. Def. Resp. at ¶54; Ex. 9 at CITYDEF_001183.

Huang's prior statements completely undermine his current allegations. For example, his statement that Pearson was rarely in the MSA office conflicts with his new assertion that he was required to act as a chaperone "day after day[.]" Huang Mem. at 16. Huang's resignation letter asking to leave MSA, undermines his current allegation that his transfer back to NYPD constituted an involuntary "demotion." Ex.5 (Resignation Lettet); Def. Resp. at ¶¶2, 23, 25, 41-45. Given the inconsistencies in Plaintiff's own statements regarding the alleged harassment, hostile work environment at MSA, and alleged retaliation, there are factual issues that preclude summary judgment. *See Jones v. West 56th St. Assoc.*, 33 A.D.3d 551, 551-552 (1st Dep't 2006) (affirming denial of plaintiff's motion for summary judgment where plaintiff's deposition testimony regarding accident differed from plaintiff's prior contemporaneous reports that made no mention of accident).

Thus, Defendants have submitted admissible evidence disputing the existence of any harassment of Plaintiff Ludemann or any other member of MSA, any hostile work environment, any protected complaints objecting to harassment, and any retaliation, and have offered legitimate, non-retaliatory reasons for decisions related to Plaintiffs. Moreover, Plaintiff Huang's own prior statements conflict with his current claims. The only permissible conclusion based on the evidence is that there are genuine issues of fact requiring a trial of Huang's claims, and Plaintiff Huang is not entitled to summary judgment against any defendant.

II. THE CITY AND EDC ARE NOT ESTOPPED FROM DISPUTING THE PLAINTIFFS' ALLEGATIONS

A. Corporation Counsel's Determination to Discontinue Representation Is Not an "Admission" by the City or EDC of All Allegations of Supervisor Misconduct

Plaintiff's argument that the City's determination to discontinue representation of Pearson and Maddrey constitutes a "binding party admission" that precludes the City and EDC from

disputing the underlying allegations of harassment and retaliation, Huang Mem. at 24-25, is untenable. Indeed, Plaintiff fails to cite a single case to support the proposition.

As an initial matter, Plaintiff misstates the Corporation Counsel's determination, asserting that the City found that Pearson and Maddrey acted "outside the scope of their employment." There is no such statement in the March 13, 2026 letter cited by Plaintiff. Pl. Ex. T.

Rather, the March 13, 2026 Letter cited by Plaintiff (which was not made public by the City) explains the City's decision to discontinue representation as follows:

I write to inform you that this Office has learned information and obtained evidence that establishes that you violated the rules and regulations of your agency in connection with the events alleged in the complaints and that you failed to fully cooperate in the defense of these matters. Consequently, my Office has determined that you are not eligible for representation in these matters under GML 50-k. ... We have learned information and obtained evidence that establishes that you were not forthcoming or truthful in your answers to certain questions posed during your representation interview. ... The purpose of representation interviews is to determine eligibility for representation under GML 50-k, and your full cooperation is required to be entitled to representation by this Office. Consequently, we have determined that you are ineligible for representation under GML 50-k. Additionally, we have determined that your acts or omissions in connection with the claims alleged in the complaints were in violation of rules and regulations of your agency. This too renders you ineligible for representation under GML 50-k.

Pl. Ex. T (Plaintiff's Exhibit T only includes correspondence between the City and Pearson, Plaintiff does not cite any correspondence between the City and Maddrey).

Contrary to Plaintiff's arguments, the March 13, 2026 letter does not constitute a "judicial admission" that would preclude the City and EDC from disputing the specific factual allegations made by Plaintiffs in any of the four Related Cases. Notably, the Letter does not identify the particular rule or regulation violated, nor any particular alleged act or omission that served as the basis for the Corporation Counsel's determination. There is nothing inherently inconsistent between a determination to decline representation and denial of the underlying allegations of harassment, hostile work environment, and retaliation. Under General Municipal Law Section 50-

k, there are multiple bases for a determination that representation is not warranted, including bases that are wholly unrelated to the allegations of the underlying litigation. Pursuant to GML § 50-k, whether an employee is entitled to representation concerns not only the underlying alleged conduct, but also the employee's interactions with the City during the litigation process. See General Municipal Law § 50-k(4) (premising duty to defend and indemnify upon proper notification and "full cooperation" throughout action); *Cupcake Taxi v. Next Act Mktg.*, 2019 NYLJ LEXIS 3018, *7 (Sup. Ct. Kings Cnty. Aug 26, 2019) (noting eligibility requirements under § 50-k which are unrelated to scope of employment or commission of underlying alleged conduct).

Here, there was no public statement by the City specifying the basis for its decision to discontinue representation; and no statement setting out the basis for the Corporation Counsel's conclusion that rules were violated in connection with the litigation.³ Nor would Plaintiff be entitled to such information. Communications regarding representation and analysis of the right to representation in litigation are protected by attorney-client privilege, public interest privilege and work product. See *Labanda v. Xolle Demo LLC*, 2025 N.Y. Misc. LEXIS 1359 * 3-4 (Sup. Ct. Kings Cnty. Feb. 13, 2025) (party's attempt to obtain information regarding basis for opposing counsel's withdrawal sought a breach of opposing counsel's ethical obligations and violation of the attorney-client privilege); *Sapp v. Clark Wilson, Inc.*, 2020 N.Y. Misc. LEXIS 60855 (Sup. Ct. Kings Cnty. Nov. 4, 2020).

Nor does the Corporation Counsel's letter constitute a party "admission" which estops a party from disputing liability. See generally, *Rahman v. Smith*, 40 A.D.3d 613 (2d Dep't 2007) ("In order to constitute a judicial admission, the statement must be one of fact ... Counsel's

³ Individual Defendants Pearson and Maddrey are challenging the discontinuance of representation in separate proceedings. See *In the Matter of the Application of Jeffrey Maddrey v. City of New York, et al.*, Index. No. 157528/2026; *In the Matter of the Application of Timothy Pearson v. City of New York, et al.*, Index. No. 158724/2026.

argument or opinion cannot constitute a judicial admission”). Plaintiff Huang’s complaint in this action contains 604 paragraphs of allegations. The combined allegations of the operative complaints in the Related Cases contain over 2,000 paragraphs of overlapping allegations (Ludemann Amended Complaint contains 472 allegations, Marmara 934, Ferrari 511). At no point does Plaintiff Huang identify which of the allegations of his complaint were purportedly admitted to by the City when it determined to discontinue representation of Pearson. Instead, he argues vaguely that “the City admitted the conduct.” Huang Mem. at 25. “The conduct” allegedly admitted to is never specified. This type of generalized, conclusory language does not constitute a “judicial admission” that would support the “drastic” remedy of summary judgment against the City on liability without providing the defendants with an opportunity to dispute Plaintiff’s allegations.

The case of *Ahmad v. City of New York*, 2025 N.Y. Misc. LEXIS 5352 (Sup. Ct. NY County June 4, 2025), cited by Plaintiff, is easily distinguishable. There, the plaintiff, Ahmad, made internal complaints about her supervisor, Pagan, which became the subject of an internal investigation and three-day disciplinary proceeding before a judge, at which testimony from witnesses and the accused was taken, before the Judge issued findings of fact regarding the disciplinary specifications against Pagan, and those findings were relied upon by NYPD in disciplining Pagan. Additionally, Pagan admitted the alleged conduct. The *Ahmad* court subsequently applied estoppel effect to the findings of the disciplinary proceeding in Ahmad’s civil suit against the City. The court’s preclusion analysis thus rested on a prior adjudicative proceeding that afforded the accused party an opportunity to be heard and produced findings relied upon by the NYPD.

Here, the Corporation Counsel's representation determination is not comparable. The representation determination concerning whether Pearson and Maddrey remained eligible for City-funded defense, was not an adjudication of the underlying allegations of the complaints, but an internal, privilege analysis, of whether the pre-requisites to continued representation under General Municipal Law § 50-k were met. Unlike *Ahmad*, there was no pre-decision disciplinary hearing, no sworn admission by Pearson or Maddrey of the alleged misconduct, no opportunity for Maddrey and Pearson to challenge the allegations, and no adjudicator's credibility findings resolving Plaintiff Huang's allegations.

To the contrary, here, Defendants have denied the alleged misconduct, including the allegations that Pearson sexually harassed anyone or retaliated against Plaintiff. Nor does the City's decision to discontinue representation constitute the type of prior inconsistent litigation position that can trigger judicial estoppel: the City did not make a public merits concession in this action, and the basis for representation decisions is privileged and may be unrelated to the truth of Plaintiff's liability allegations. Accordingly, *Ahmad* provides no basis to transform a non-adjudicative, privileged representation determination into a binding admission, estoppel, or preclusive finding on disputed issues of supervisor misconduct in this case

The City's general conclusion that Pearson violated "the rules and regulations of your agency" in some undisclosed manner in connection with the litigation of the Related Cases is not an admission which precludes the Defendants from disputing the underlying allegations of sexual harassment, hostile work environment, and retaliation, or relying on Pearson and Maddrey's denials of those allegations. As the Defendants are not precluded from denying Plaintiff's allegations of harassment, hostile work environment, and retaliation by Pearson and Maddrey, and

have submitted admissible evidence disputing those allegations, the motion for summary judgment must be denied.⁴

**B. Neither Statements by Plaintiff Marmara Nor the IAB Case Worksheets
Constitute Irrefutable Party Admissions by Defendants**

Plaintiff Huang argues that Plaintiff Marmara's affidavit, including his assertion that he observed Pearson touching Plaintiff Ludemann's arm and that, instead of reporting the alleged harassment pursuant to NYPD and City policies, he instead instructed Plaintiff Huang to "chaperone" Pearson when he was in the MSA offices "is a party admission under CPLR 4549 that *binds* the City." Huang Mem. at 15 (emphasis added). Once again, Plaintiff cites no case law to support this assertion.⁵ See Huang Mem. at 15-16.

Plaintiff Huang also argues that his account of harassment is corroborated by City records, citing IAB documents reflecting the Plaintiffs' prior allegations to IAB officers during the investigation of potential misconduct by Marmara and Ludemann. Pl. Mem. at 18-19. Neither Marmara's statements nor City documents reflecting the Plaintiff's prior statements constitute *binding* admissions by the City.

Pursuant to fundamental principles of agency law, an employee's statements should not be attributed to the employer as an admission where the employee completely abandons the employer's interests or where the employee is attempting to defraud the employer for his own

⁴ All of the Plaintiffs' motions for summary judgment in the Related Cases are based on the incorrect, and unsupported, premise that the Defendants should be precluded from denying their allegations due to the Corporation Counsel's representation decision. As this premise fails, the Plaintiffs' motions for summary judgment in all four Related Cases should be denied.

⁵ Plaintiff argues that affidavits from Plaintiffs, Huang, Ferrari and Ludemann, corroborate Plaintiff Marmara's account. Huang Mem. at 16. Notably, Plaintiffs, all represented by the same counsel, have all moved for summary judgment on the basis of their own affidavits attempting to corroborate one another. Plaintiffs do not identify statements by any non-plaintiffs to corroborate their allegations; instead, they refer to their affidavits as a "self-contained corroboration loop" which appears to be a euphemism for the absence of corroboration from uninterested parties. Huang Mem. at 18.

benefit. *See generally, Center v. Hampton Affiliates, Inc.*, 66 N.Y.2d 782, 784 (1985) (when an agent is engaged in a scheme to defraud his principle “either for his own benefit or that of a third person” presumption of imputing agent’s knowledge to principal does not apply); *Vardanyan v. Close-Up Int’l Inc.*, 2007 U.S. Dist. LEXIS 94942, *4 (E.D.N.Y. Dec. 28, 2007) (statements made by a party’s agent are not admissible against that party under Rule 801(d)(2)(D) when the party and the agent have “conflicting litigation positions” where agent’s statements were made to encourage litigation against principal).

Here, Defendants dispute that Marmara ever instructed Huang to chaperone Pearson due to concerns about sexual harassment. *See* Def. Resp. at ¶¶16-20. Even assuming that Marmara gave Huang such an instruction, and his after-the-fact assertions that he gave the instruction, those statements could not be attributed to the City because it would be outside the scope of Marmara’s duties, and would constitute a complete abandonment of his employer’s interests, and a scheme to benefit himself and the other Plaintiffs in the Related Cases.

Defendants maintain that Plaintiff Marmara, in conjunction with Plaintiffs Ludemann, Ferrari, and Huang, manufactured their allegations of harassment and hostile work environment to retaliate against Pearson for requesting that Marmara be removed as Director of MSA and to avoid punishment for violating Department rules with respect to their departure from MSA. *See generally*, Ex. 2 (Pearson Aff.) ¶¶20-34; Ex. 9. Employee statements that are essentially part of a conspiracy against the employer’s interests are not admissions by the employer.

Plaintiff Marmara’s alleged statements that he agreed not to report alleged harassment and instructed Lt. Huang not to report alleged harassment are not party admissions pursuant to CPLR 4549 because Plaintiff Marmara was not authorized to make statements instructing that he or other NYPD employees act in violation of the NYPD Administrative Guide and NYC Policies regarding

reporting harassment allegations. *See* Ex. 22 (AG Guide Procedure No. 332-01); Def. Resp. at ¶¶46-50. Moreover, Plaintiff Marmara's statements are part of an effort to enrich himself and his co-plaintiffs, based upon manufactured claims of harassment, at the expense of his employer.

Huang also argues that his allegations are "independently corroborate[d]" by "documentary records." Huang Mem. at 18. However, the "documentary records" that Huang cites, are merely the notes of the Plaintiffs' prior statements to IAB when the Plaintiffs' first raised allegations of harassment in August 2023 and thereafter. Thus, Plaintiffs are merely pointing to their own prior statements; not "independent" corroboration.⁶ The fact that IAB officers recorded and summarized the plaintiff's prior witness statements does not constitute adoption of those statements or admission of the truth of those statements. *See Gonzalez v. Vanderschaft*, 2021 N.Y. Misc. LEXIS 13193, at *2 (Sup. Ct. Suffolk Cnty. June 30, 2021) (it is well established that witness statements in a police accident report are inadmissible hearsay as they are not based on the officer's personal observations) (citing *Memenza v. Cole*, 131 A.D.3d 1020 (2d Dept 2015)).

Indeed, Plaintiffs do not cite the actual findings of the IAB investigation; which concluded that Plaintiff Marmara had violated NYPD Rules. *See* Ex. 9 at CITYDEF_001501.

Thus, the IAB Case Worksheets reflecting the witness interviews of Plaintiffs are easily distinguishable from the disciplinary hearing and post-hearing findings at issue in *Ahmad*; here there were never any findings by IAB regarding the allegations of harassment and retaliation by Huang. *See* Def. Resp. at ¶59.

⁶ Defendants also dispute Plaintiff Huang's assertion that Plaintiff Ludemann's August 2023 allegations of harassment were not investigated or that the Defendants' response was inadequate. *See* Def. Resp. at ¶¶51-61. In fact, the allegations were reported to NYPD EEO and MO EEO; when the EEO employees reached out to Plaintiff Ludemann for further information, Ludemann refused to cooperate. *See* Def. Resp. at ¶¶57.

Even if Marmara's statements or the contents of the IAB worksheets were admissible, there is no support for Plaintiff's argument that the statements are "binding" and preclude the City and EDC from disputing the statements based on other admissible evidence, such as the statements of other employees like Pearson and Maddrey. Accordingly, even if the Court considers the other documents cited by Plaintiff Huang, there remain clear issues of fact for a jury to resolve before any liability can be imposed on Defendants.

III. PLAINTIFF IS NOT ENTITLED TO SUMMARY JUDGMENT ON DEFENDANTS' AFFIRMATIVE DEFENSES

In Plaintiff's notice of motion, Plaintiff seeks an order "dismissing all of Defendants' affirmative defenses relating to strict liability and notice." NYSCEF Doc. No. 70 (Huang Notice of Motion). Plaintiff never identifies which of Defendants' 13 affirmative defenses he is seeking to dismiss. Instead, he argues that the record refutes affirmative defenses premised on Huang's failure to utilize available complaint procedures, or a lack of notice. Huang Mem. at 29.

First, the failure to identify which affirmative defenses Plaintiff is seeking to dismiss merits denial of the requested relief. CPLR 2214(a); *Dashing Dan's Plumbing & Heating Inc. v. Haricon Inc.*, 2023 N.Y. Misc. LEXIS 32985, *5-6 (Sup. Ct. Westchester County. Oct. 4, 2023) ("A court, in its discretion, may deny a motion on the grounds that the Notice of Motion is deficient where such notice of motion fails to sufficiently specify the relief sought ...").

Second, as demonstrated above, there are disputes of fact as to whether, *if* Huang was made aware of alleged harassment as he claims (and the City disputes), he failed not only to use the complaint procedure available, but to perform his duty as a supervisor within the NYPD and report alleged harassment. The absence of any complaints also undermines Huang's argument that he engaged in protected conduct necessary to a retaliation claim. Thus, Plaintiff's argument that any

affirmative defenses should be dismissed because he is entitled to summary judgment on liability must be rejected.

Plaintiff's citation of *Bennett v. United Health Mgt. Sys. Inc.*, 92 A.D.3d 29 (1 Dep't Dec. 20, 2011) is inapt and incorrect. Huang Mem. at 29. *Bennett* did not hold, as Plaintiff asserts, that a "defendant *opposing* summary judgment 'bears the burden of showing that, based on the evidence before the court and drawing all reasoning inferences in plaintiff's favor, no reasonable jury could find defendant liable under any of the evidentiary routes.'" Huang Mem. at 29 (emphasis added). Rather, *Bennett* concerned the burden of a defendant *moving* for summary judgment. Accordingly, Plaintiff as the movant, is trying to place its burden on Defendants. Defendants have not moved for summary judgment, the Court does not draw inferences in Plaintiff's favor on Plaintiff's motion for summary judgment, and it is Plaintiff who bears the burden of establishing liability, not *vice versa*.

Finally, Defendants' arguments regarding their anti-discrimination policies and their procedures surrounding complaints are relevant to Plaintiff's claims under the NYSHRL, on which Plaintiff is not seeking summary judgment, even if no longer "determinative" factors. See N.Y. Exec. Law § 296(1)(h). The relevance to remaining claims also counsels against premature dismissal of any affirmative defenses.

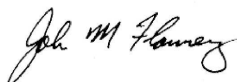
Conclusion

For the reasons stated above, the Court should deny Plaintiff Huang's motion for summary judgment.

Dated: White Plains, New York
August 12, 2026

Yours, etc.,

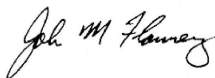
WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP

By: 

John M. Flannery, Esq.
Eliza M. Scheibel, Esq.
Attorneys for Defendants City of New York,
New York City Economic Development
Corporation, and Joseph Profeta
1133 Westchester Avenue
White Plains, New York 10604
(914) 872-7111
John.Flannery@wilsonelser.com

CERTIFICATION OF COUNSEL PURSUANT TO 22 NYCRR § 202.8-b

I hereby certify that, pursuant to the Word County tool in Microsoft Word, this memorandum of law contains 5613 words, excluding the caption, table of contents, table of authorities, and signature block.



SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----	X	
GEORGE HUANG,	:	Index No. 155213/2024
	:	
Plaintiff,	:	
	:	AFFIRMATION IN
- against -	:	OPPOSITION TO
	:	PLAINTIFF'S MOTION FOR
CITY OF NEW YORK, NEW YORK CITY ECONOMIC	:	SUMMARY JUDGMENT
DEVELOPMENT CORPORATION, TIMOTHY	:	
PEARSON, Individually, JEFFREY MADDREY,	:	
Individually and JOSEPH PROFETA, Individually.	:	
	:	
Defendants.	:	
-----	X	

JOHN M. FLANNERY, ESQ., an attorney duly admitted to practice law before the Courts of the State of New York, upon information and belief, hereby affirms the following to be true pursuant to C.P.L.R. § 2106 and under the penalties of perjury:

INTRODUCTION

1. I am a partner with the law firm of Wilson, Elser, Moskowitz, Edelman & Dicker LLP, attorneys of record for defendants CITY OF NEW YORK, NEW YORK CITY ECONOMIC DEVELOPMENT CORPORATION, and JOSEPH PROFETA, in the above-captioned matter. I am fully familiar with the facts and circumstances set forth herein, the source of my knowledge being a file maintained by this law firm for the defense of this action.

2. This affirmation is submitted in opposition to Plaintiff George Huang's motion for summary judgment pursuant to CPLR 3212.

3. Plaintiff George Huang filed the instant action on June 6, 2024. Ex. 1 (Huang Compl.).

4. On February 13, 2025, the Court issued an order joining this matter for discovery with three other cases: (1) *ROXANNE LUDEMANN v. CITY OF NEW YORK, et al.*, Index No. 152601/2024, filed on March 21, 2024; (2) *MICHAEL FERRARI v. CITY OF NEW YORK, et al.*, Index No. 153625/2024 (New York County) filed on April 17, 2024, and (3) *MILTADIS MARMARA v. CITY OF NEW YORK et al.*, Index No. 156892/2024 (New York County), filed on July 30, 2024, which had overlapping allegations and Defendants. The four cases are collectively referred to as “the Related Cases.”

5. Generally, Plaintiff Ludemann, a former NYPD Sergeant, was assigned to a new unit, the Mayor’s Office of Municipal Services Assessment (“MSA”) between approximately summer of 2022 and April 2023, during which time Plaintiff Marmara was the Director of MSA and Plaintiffs Huang and Ferrari were also members of the unit. Plaintiff Ludemann alleges that then-Senior Advisor to the Mayor Timothy Pearson, who oversaw MSA beginning in late Fall 2022, asked her inappropriate questions and touched her arm, back, and shoulder, which she characterizes as sexual harassment and a hostile work environment. She further alleges that Pearson conditioned her promotion to Sergeant Special Assignment on becoming his driver, which she alleges was a quid pro quo sexual demand, and that after she refused, she was denied promotion. Plaintiffs Huang, Marmara, and Ferrari were also assigned to MSA during this time. All Plaintiffs in the Related Cases allege that they were retaliated against for opposing the harassment of Ludemann, by way of undesirable assignments and an IAB investigation upon their return from MSA to NYPD.

6. Based on those allegations, Plaintiffs asserts claims against the City, Pearson, Maddrey, members of IAB and related defendants for discrimination, sexual harassment, hostile

work environment, and retaliation under the New York City Human Rights Law and the New York State Human Rights Law.

7. The Defendants filed Verified Answers to the operative complaints in each of the four Related Cases, denying the Plaintiffs' allegations of harassment, hostile work environment, and retaliation. *See GEORGE HUANG v. CITY OF NEW YORK*, et al., 155213/2024, at Doc. No. 5 (9/16/2024); *ROXANNE LUDEMANN v. CITY OF NEW YORK*, et al., Index No. 152601/2024, at Doc. No. 12 (7/22/2024); *MICHAEL FERRARI v. CITY OF NEW YORK*, et al., Index No. 153625/2024 at Doc. No. 27 (11/08/2024); *MILTADIS MARMARA v. CITY OF NEW YORK* et al., Index No. 156892/2024 at Doc. No. 12 (12/23/2024).

8. Rather, Defendants contend that Plaintiff Marmara's relationship with Pearson soured due to disagreements over management and personnel issues in MSA leading Pearson to request that Marmara be reassigned out of MSA and returned to NYPD. During the course of their disagreements, Marmara behaved discourteously against Pearson resulting in Marmara's reassignment. Following Marmara's reassignment, Plaintiffs Ludemann, Ferrari, and Huang immediately resigned from MSA and requested to be transferred back to NYPD, despite requests that they remain at MSA long enough to identify replacements and facilitate a smooth transition. Prior to their resignations from MSA, none of the Plaintiffs ever raised any complaints of harassment or hostile work environment. Defendants' contend that the Plaintiffs' allegations of harassment were manufactured as a form of retribution against Pearson for the reassignment of Marmara.

9. On January 23, 2026, the Related Cases were reassigned from Judge Rosado to Judge Headley.

10. On February 19, 2026, the parties appeared for a conference. In advance of the conference, the parties raised various discovery disputes, including, *inter alia*, Defendants' objections to document demands and notices to admit filed by Plaintiffs concerning alleged investigations of Pearson and Maddrey being conducted by outside, non-party, law enforcement agencies. *See Ludemann v. City of New York et al*, Index. No. 152601/2024, Doc No. 69 at 4-7; Doc. No. 70 at p.8, 10-11, 12 (pre-motion letters). The Court instructed the parties to agree to a briefing schedule for the discovery motions. However, before the agreed-upon motion date, the City determined that individual defendants Timothy Pearson and Jeffrey Maddrey were no longer eligible for representation by the City in the Related Cases.

11. On March 13, 2026, the City notified Timothy Pearson and Jeffrey Maddrey that the City concluded they were no longer eligible for representation by the City. Wilson Elser played no role in the representation decision.

12. The determination by the Corporation Counsel's office was not preceded by any internal disciplinary proceedings against Pearson or Maddrey. Nor were the Corporation Counsel's findings upon which the determination was based made public.

13. GML § 50-k(4) provides that counsel may withdraw its representation ten days after the City has given written notice of its intention to discontinue representation, *i.e.* March 24, 2026. *See G.M.L. § 50-k(4)*.

14. Accordingly, Wilson Elser, which had been retained by the City to represent all defendants in the Related Cases, filed a Proposed Order to Show Cause seeking to withdraw as counsel for Pearson and Maddrey as of March 24, 2026 in all Related Cases after the passage of 10 days from Corporation Counsel's notification to Pearson and Maddrey. The Proposed Order to

Show Cause included a request for emergency relief, staying all discovery, motion deadlines and proceedings in the actions pending determination of the motions.

15. In the interim, upon learning the City was discontinuing representation for Pearson and Maddrey, Plaintiffs filed motions for summary judgment in all four Related Cases. On March 17, 2026, during the 10-day waiting period, Plaintiffs in the Related Cases each filed motions for summary judgment against the City and EDC. None of the Plaintiffs or Defendants have yet been deposed in the Related Cases.

16. Defendants promptly objected to the motions for summary judgment as premature. *See ROXANNE LUDEMANN v. CITY OF NEW YORK, et al.*, Index No. 152601/2024, at Doc. No. 126 (3/24/2026). Document discovery disputes remained outstanding and incomplete, and no depositions had been conducted.

17. On March 31, 2026, the Court entered the proposed Order to Show Cause in the Ludemann, Ferrari, and Marmara cases which, *inter alia*, stayed “all discovery deadlines and proceedings” in the Ludemann, Ferrari, and Marmara cases. *See ROXANNE LUDEMANN v. CITY OF NEW YORK, et al.*, Index No. 152601/2024, at Doc. No. 134 (3/31/26); *MICHAEL FERRARI v. CITY OF NEW YORK, et al.*, Index No. 153625/2024 at Doc. No. 56 (3/31/26); *MILTADIS MARMARA v. CITY OF NEW YORK et al.*, Index No. 156892/2024 at Doc. 36 (3/31/2026).

18. On April 28, 2026, the Court entered the Order to Show Cause in the Huang Case. *See Ex. 20 GEORGE HUANG v. CITY OF NEW YORK, et al.*, 155213/2024, at Doc. No. 41 (4/28/2026). The April 28, 2026 Order in *HUANG* stayed “all discovery deadlines and proceedings” in the case.

19. On May 14, 2026, separate counsel filed an order to show cause on behalf of Defendant Pearson, seeking to deny Wilson Elser’s motion to be relieved as counsel for Pearson,

or directing the City and/or EDC to fund independent private counsel for Pearson. *See GEORGE HUANG v. CITY OF NEW YORK*, et al., 155213/2024, at Doc. No. 44-45. The Court declined to enter the order to show cause. *See GEORGE HUANG v. CITY OF NEW YORK*, et al., 155213/2024, at Doc. No. 52.

20. On May 28, 2026, the Court signed an Order granting Wilson Elser's motion to withdraw as counsel for Pearson and Maddrey in the case of *GEORGE HUANG v. CITY OF NEW YORK*, et al. providing that "this matter is stayed for 30 days to give Timothy Pearson and Jeffrey Maddrey time to obtain new counsel." Ex. 21 *GEORGE HUANG v. CITY OF NEW YORK*, et al., 155213/2024, at Doc. No. 53 (5/29/2026).

21. There has been no ruling on Wilson Elser's motions to withdraw as counsel for Pearson and Maddrey in the *LUDEMANN*, *FERRARI*, and *MARMARA* cases. Thus, Wilson Elser still represents all defendants in those matters, and those matters remain stayed pursuant to the Court's March 31, 2026 orders in each of those cases.

22. On June 29, 2026, the Court denied Plaintiff Huang's motion for summary judgment on the grounds that "movant has no standing to seek relief on behalf of plaintiff Roxanne Ludemann." *See GEORGE HUANG v. CITY OF NEW YORK*, et al., 155213/2024, at Doc. No. 65 (6/29/2026).

23. On July 6, Plaintiff Huang re-filed his motion for summary judgment. NYSCEF Index. 155213/2024 Doc. Nos. 70-99.

24. The Court scheduled a conference in each of the Related Cases for August 17, 2026.

25. In support of its opposition to Plaintiff Huang's motion for summary judgment, Defendants New York City and NYC EDC submit the following exhibits which demonstrate disputed issues of fact precluding summary judgment:

26. **Exhibit 1** is a true and accurate copy of Plaintiff's Complaint dated June 4, 2024.
27. **Exhibit 2** is a true and accurate copy of the affidavit of Timothy Pearson in support of Defendant's opposition dated August 10, 2026.
28. **Exhibit 3** is a true and accurate copy of the affidavit of Jeffrey Maddrey in support of Defendant's opposition dated August 7, 2026.
29. **Exhibit 4** is a true and accurate copy of an email from Plaintiff Huang and Human Resources for the Office of the Mayor regarding his resignation from MSA (CITYDEF_000656-660).
30. **Exhibit 5** is a true and accurate copy of Plaintiff Huang's Resignation Letter from MSA (CITYDEF_001598).
31. **Exhibit 6** is a true and accurate copy of Executive Order No. 24 dated January 27, 2023 (CITYDEF_001648-001650).
32. **Exhibit 7** is a true and accurate copy of an Email from Plaintiff Ludemann to Marjorie Landa of City Hall, dated April 13, 2023 (CITYDEF_003005-003006).
33. **Exhibit 8** is a true and accurate copy of the Case Index for IAB Case No. (G25) M-2024-511 (CITYDEF_000987-000998).
34. **Exhibit 9** are true and accurate excerpts from the Case Worksheets from the IAB Case File for Case No. (G25) M-2024-511, including the following pages:
- a. CITYDEF_001007-1008 (IAB Findings re Williams and Clune);
 - b. CITYDEF_001028-1029 (re initiation of investigation);
 - c. CITYDEF_001054-1055 (reflecting request to Intelligence Section);
 - d. CITYDEF_001087-1088 (reflecting Intelligence Section results);

- e. CITYDEF_001065-1070 (summarizing interviews of Tim Pearson and Justin Meyers);
- f. CITYDEF_001107 (reflecting Ferrari retirement date);
- g. CITYDEF_001139-1141 (summarizing Huang August 15, 2023 IAB interview);
- h. CITYDEF_001141-1146 (summarizing Plaintiff Ludemann's August 15, 2023 interview);
- i. CITYDEF_001182-001183 (summarizing Huang's September 2023 interview);
- j. CITYDEF_001237-1238 (summarizing Huang February 7, 2024 IAB interview);
- k. CITYDEF_001500-1504 (IAB findings regarding Marmara, Huang, and Ferrari);

35. **Exhibit 10** is a true and accurate copy of a recording from the IAB File for Case No. (G25) M-2024-511 of Plaintiff Huang's IAB Interview on August 15, 2023 (CITYDEF_003061).

36. **Exhibit 11** is a true and accurate copy of a recording from the IAB File for Case No. (G25) M-2024-511 of Plaintiff Ludemann's IAB Interview on August 15, 2023 (CITYDEF_003062).

37. **Exhibit 12** is a true and accurate copy of a recording from the IAB File for Case No. (G25) M-2024-511 of Plaintiff Huang's IAB Interview on September 26, 2023 (CITYDEF_003071).

38. **Exhibit 13** is a true and accurate copy of a recording of a conversation involving Plaintiff Huang, Plaintiff Roxanne Ludemann, and Defendant Pearson on or about April 12, 2023 collected during the IAB investigation and included in IAB File for Case No. (G25) M-2024-511 (CITYDEF_003057).

39. **Exhibit 14** is a true and accurate copy of a recording from the IAB File for Case No. (G25) M-2024-511 of Plaintiff Marmara's IAB Interview on November 14, 2023 (CITYDEF_003077).

40. **Exhibit 15** is a true and accurate copy of a recording from the IAB File for Case No. (G25) M-2024-511 of Plaintiff Haung's IAB Interview on February 7, 2024 (CITYDEF_003085).

41. **Exhibit 16** is a true and accurate copy of the controlling NYPD EEO Policy which was in effect at all relevant times (CITYDEF_000113-148).

42. **Exhibit 17** is a true and accurate copy of EEO Case Management Intake form and administrative closing for Case No. 2023-794 (CITYDEF_003286-3289).

43. **Exhibit 18** is a true and accurate copy of excerpts of IAB Worksheets for case No. M-2024-1096 (CITYDEF_004158; CITYDEF_004160; CITYDEF_004161; CITYDEF_004195).

44. **Exhibit 19** is a true and accurate copy of the Index and IAB Worksheets for IAB Log No.: 2023-395 (Case # (INT) Z-2023-395) (CITYDEF_003248-3255).

45. **Exhibit 20** is an Order dated April 28, 2026 in this matter, *GEORGE HUANG v. CITY OF NEW YORK*, et al., 155213/2024, at Doc. No. 41 (4/28/2026).

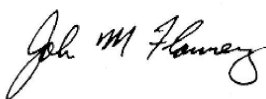
46. **Exhibit 21** is an order granting Wilson Elser's motion to withdraw as counsel for Pearson and Maddrey in this matter, *GEORGE HUANG v. CITY OF NEW YORK*, et al., 155213/2024, at Doc. No. 53 (5/29/2026).

47. **Exhibit 22** is a true and accurate copy of NYPD Administrative Guide Procedure No. 332-01 (CITYDEF_000207-216).

48. **Exhibit 23** is a true and accurate copy of emails between NYPD EEOD and the Mayor's Office OEEO (CITYDEF_000368-370).

WHEREFORE, Defendants New York City and the NYC EDC respectfully request that Plaintiff Huang's motion for summary judgment be denied.

Dated: White Plains, New York
August 12, 2026

By: 

John M. Flannery, Esq.

Wilson, Elser, Moskowitz, Edelman &
Dicker, LLP
*Attorneys for Defendants City of New York,
New York City Economic Development
Corporation, and Joseph Profeta*
1133 Westchester Avenue
White Plains, New York 10604
(914) 872-7111
John.Flannery@wilsonelser.com