

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION

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In the Matter of the Arbitration Between	:	Index No.: 655141/2025
	:	
BNP DEVELOPMENT, LLC,	:	
	:	
Petitioner,	:	
	:	
For an Order and Judgment Pursuant to CPLR	:	VERIFIED ANSWER TO
Article 75	:	PETITION TO CONFIRM
	:	ARBITRATION AWARD
- against -	:	
	:	
JDS PRINCIPAL 9DKB LLC and JDS	:	
PRINCIPAL 9DKB PARENT LLC,	:	
	:	
Respondents,	:	
-----X		

Respondents JDS Principal 9DKB Parent LLC (“JDS Parent”) and JDS Principal 9DKB LLC (“JDS Principal”; collectively with JDS Parent, “Respondents”), for their answer to the Petition to Confirm Arbitration Award (the “Petition to Confirm”) filed by BNP Development LLC (“BNP”) [NYSECF No. 1], state as follows:

1. In response to the allegations contained in Paragraph 1 of the Petition to Confirm, Respondents admit only that this action is the latest in a long line of litigations brought by BNP’s counsel on behalf of a number of clients; further state that such litigations are meritless, oppressive and brought for improper purposes; and deny the remaining allegations contained in Paragraph 1.
2. Respondents deny the allegations contained in Paragraph 2 of the Petition to Confirm.
3. In response to the allegations contained in Paragraph 3 of the Petition to Confirm, Respondents admit only that this action arises out of BNP’s investment in the Project, which is one of the most recognizable supertall buildings to be developed in New York City in recent

years; state that the organizational documents referenced in footnote 1 speak for themselves, and refer the Court to those documents for the contents thereof; and deny the remaining allegations contained in Paragraph 3.

4. In response to the allegations contained in Paragraph 4 of the Petition to Confirm, Respondents admit only that they dissolved certain entities after the Arbitration commenced pursuant to the organizational documents governing those entities, that Respondents' counsel withdrew after entry of the Partial Final Award for reasons unrelated to the ruling contained therein, and that within a day of counsel's withdrawal, the undersigned appeared in the Arbitration on behalf of Respondents and was formally retained by Respondents just five days later; and deny the remaining allegations contained in Paragraph 4.

5. In response to the allegations contained in Paragraph 5 of the Petition to Confirm, Respondents deny that their production prior to entry of the Final Award constituted a "mere fraction" of the documents subject of the Final Award; and admit the remaining allegations contained in Paragraph 5.

6. In response to the allegations contained in Paragraph 6 of the Petition to Confirm, Respondents admit only that they have not produced additional documents after entry of the Final Award, and that they advised BNP and the Arbitrator that they intended to move to vacate the Final Award; further state that the Petition to Confirm was filed before the expiration of the 90-day period for Respondents to seek vacatur of the Final Award; and deny the remaining allegations contained in Paragraph 6.

7. Respondents state that Paragraph 7 of the Petition to Confirm contains a legal conclusion to which no response is required. To the extent a response is required, Respondents state that the BNP is not entitled to the order and judgment it seeks.

8. Respondents admit the allegations contained in Paragraph 8 of the Petition to Confirm.

9. In response to the allegations contained in Paragraph 9 of the Petition to Confirm, Respondents admit only that JDS Principal is a Delaware limited liability company; and deny the remaining allegations contained in Paragraph 9.

10. In response to the allegations contained in Paragraph 10 of the Petition to Confirm, Respondents admit only that JDS Parent is a Delaware limited liability company; and deny the remaining allegations contained in Paragraph 9.

11. Respondents state that Paragraph 11 of the Petition to Confirm contains a legal conclusion to which no response is required. To the extent a response is required, Respondents deny that they still conduct business in the County of New York, and admit the remaining allegations in Paragraph 11.

12. Respondents admit the allegations contained in Paragraph 12 of the Petition to Confirm.

13. In response to the allegations contained in Paragraph 13 of the Petition to Confirm, Respondents state that the reference agreement speaks for itself and refers the Court to the referenced agreement for the contents thereof.

14. In response to the allegations contained in Paragraph 14 of the Petition to Confirm, Respondents admit only that prior to the Arbitration, BNP made certain document demands, and that Respondents complied with certain of those demands -- by producing over 3,000 pages of documents -- and objected to others; and further state that the first sentence of Paragraph 14 contains a legal conclusion to which no response is required. To the extent a response is required, Respondents state that the referenced agreement speaks for itself and refers the Court to that

agreement for the contents thereof. Respondents deny the remaining allegations contained in Paragraph 14.

15. In response to the allegations contained in Paragraph 15 of the Petition to Confirm, Respondents admit only that, in June 2024, certain of Respondents' affiliates entered into a transaction with Silverstein whereby, among other things, all of the equity interests in the property underlying the Project were assigned to Silverstein, and that all equity in the Project -- including the equity of BNP and Respondents' affiliates -- was wiped out; and deny the remaining allegations contained in Paragraph 15.

16. Respondents deny the allegations contained in Paragraph 16 of the Petition to Confirm.

17. In response to the allegations contained in Paragraph 17 of the Petition to Confirm, Respondents state that the referenced AAA Commercial Rules and the AAA arbitrator appointment letter speak for themselves, and refer the Court to those documents for the contents thereof. Respondents admit the remaining allegations contained in Paragraph 17.

18. Respondents admit the allegations contained in Paragraph 18 of the Petition to Confirm.

19. Respondents admit the allegations contained in Paragraph 19 of the Petition to Confirm.

20. In response to the allegations contained in Paragraph 20 of the Petition to Confirm, Respondents admit only that after commencement of the Arbitration, Ackerman JV was dissolved in accordance with the terms of the Ackerman Operating Agreement; state that the Ackerman JV Agreement and Partial Final Award referenced in footnote 2 speak for themselves, and refer the Court to those documents for the contents thereof; and deny the remaining allegations contained in Paragraph 20.

21. Respondents admit the allegations contained in Paragraph 21 of the Petition to Confirm.

22. Respondents admit the allegations contained in Paragraph 22 of the Petition to Confirm.

23. In response to the allegations contained in Paragraph 23 of the Petition to Confirm, Respondents state that the Partial Final Award referenced therein speaks for itself, and refer the Court to the Partial Final Award for the contents thereof.

24. In response to the allegations contained in Paragraph 24 of the Petition to Confirm, Respondents state that the written demand referenced therein speaks for itself, and refer the Court to that written demand for the contents thereof.

25. In response to the allegations contained in Paragraph 25 of the Petition to Confirm, Respondents admit only that, on May 5, 2025, they produced the Assignment-In-Lieu in compliance with the Partial Final Award; and deny the remaining allegations in Paragraph 25.

26. In response to the allegations contained in Paragraph 26 of the Petition to Confirm, Respondents admit only that, on May 6, 2025, Respondents' counsel, Kasowitz LLP, informed the Arbitrator that it was withdrawing from representing Respondents; and deny the remaining allegations in Paragraph 26.

27. In response to the allegations contained in Paragraph 27 of the Petition to Confirm, Respondents admit only that, on May 7, 2025, the undersigned counsel appeared on behalf of Respondents solely for the purpose of the status conference being conducted that day, and informed the Arbitrator and BNP that Respondents were actively seeking counsel to replace Kasowitz LLP and expected to do so in the next few days; and deny the remaining allegations in Paragraph 27.

28. In response to the allegations contained in Paragraph 28 of the Petition to Confirm, Respondents admit only that, on May 13, 2025, the undersigned counsel informed the Arbitrator and BNP that he had been formally retained by Respondents, and that because Respondents intended to seek vacatur of certain portions of the Partial Final Award when such award became final, Respondents would not be producing all of the documents subject of the Partial Final Award, but would be producing some of them, including all contracts involving the Respondents or the Subsidiaries during the applicable time period, and that BNP's counsel -- after engaging in 7 months of time-consuming and expensive litigation seeking these very documents -- told the Arbitrator that Respondents are "going to produce the garbage"; and deny the remaining allegations in Paragraph 28.

29. In response to the allegations contained in Paragraph 29 of the Petition to Confirm, Respondents state that the referenced order speaks for itself, and refer the Court to that order for the contents thereof.

30. In response to the allegations contained in Paragraph 30 of the Petition to Confirm, Respondents admit only that, on May 16, 2025, Respondents made a significant production of documents subject of the Partial Final Award, including approximately 6,500 pages of additional documents, and deny the remaining allegations in Paragraph 30.

31. In response to the allegations contained in Paragraph 31 of the Petition to Confirm, Respondents admit only that, on May 20, 2025, Respondents served a motion for costs and attempted to reserve their rights to seek attorneys' fees, and that Respondents did not oppose the motion for costs, promptly paid the costs, and opposed BNP's effort to reserve the right to seek attorneys' fees; further state that the Arbitrator denied BNP's motion to reserve the right to seek attorneys' fees; and deny the remaining allegations in Paragraph 31.

32. Respondents admit the allegations contained in Paragraph 32 of the Petition to Confirm.

33. In response to the allegations contained in Paragraph 33 of the Petition to Confirm, Respondents state that the referenced Final Award speaks for itself, and refer the Court to the Final Award for the contents thereof.

34. In response to the allegations contained in Paragraph 34 of the Petition to Confirm, Respondents state that the referenced Final Award speaks for itself, and refer the Court to the Final Award for the contents thereof.

35. Respondents deny the allegations contained in Paragraph 35 of the Petition to Confirm.

36. Respondents admit the allegations contained in Paragraph 36 of the Petition to Confirm; and further state that, on May 13, 2025, BNP's counsel informed the Arbitrator and Respondents that BNP believes that the Partial Final Award is an interim award, and does not believe that the Partial Final Award constitutes a final award for the purposes of an Article 75 Proceeding, stating that "there is not a Court in New York that will entertain a motion to vacate the Partial Final Award".

37. Respondents admit the allegations contained in Paragraph 37 of the Petition to Confirm.

38. Respondents are without knowledge sufficient to form a belief as to the truth of the allegations contained in Paragraph 38 of the Petition to Confirm.

39. Respondents deny that BNP is entitled to any of the relief sought in its Prayer for Relief.

AFFIRMATIVE DEFENSES**FIRST AFFIRMATIVE DEFENSE**

The Petition to Confirm should be dismissed because the Arbitrator exceeded his power and so imperfectly executed it that a final and definite award upon the subject matter submitted was not made.

SECOND AFFIRMATIVE DEFENSE

The Petition to Confirm should be dismissed because the Arbitrator entered an Award that expressly contradicts controlling Delaware law.

THIRD AFFIRMATIVE DEFENSE

The Petition to Confirm should be dismissed because the Award results from an irrational construction of the relevant contract.

FOURTH AFFIRMATIVE DEFENSE

The Petition to Confirm should be dismissed because JDS Parent and JDS Principal have provided BNP with access to all of the books and records to which BNP is entitled.

FIFTH AFFIRMATIVE DEFENSE

The Petition to Confirm should be dismissed because BNP commenced and prosecuted the Arbitration in bad faith and for improper purposes.

SIXTH AFFIRMATIVE DEFENSE

The Petition to Confirm should be dismissed because BNP's commencement and prosecution of the Arbitration constitutes an abuse of process.

WHEREFORE, Respondents respectfully request that the Court enter an Order dismissing

the Petition to Confirm in its entirety, and granting such further relief as the Court deems just and proper.

Dated: October 6, 2025

MINSKER LAW PLLC

/s/ Jonathan E. Minsker

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Attorney for Respondents/Cross-Petitioners

JDS Principal 9DKB Parent LLC and JDS

Principal 9DKB LLC

VERIFICATION

STATE OF NEW YORK)
)ss:
COUNTY OF NEW YORK)

Michael Stern affirms the following to be true under penalties of perjury:

I am a duly authorized representative of Respondents/Cross-Petitioners JDS Principal 9DKB Parent LLC and JDS Principal 9DKB LLC. I have read the foregoing Verified Answer and know the contents thereof.

I affirm this 6th day of October 2025, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true except as to the matters therein stated to be alleged upon information and belief, and as to those matters I believe them to be true, and I understand that this document may be filed in an action or proceeding in a court of law.

/s/ Michael Stern
Michael Stern