

SUPREME COURT OF THE STATE OF NEW YORK, APPELLATE DIVISION,
FIRST DEPARTMENT

Cincinnati Terrace Member LLC v. Tartar Krinsky & Drogin LLC

Cincinnati Terrace Member LLC, 2026 NY Slip Op 02369 (Supreme Court of the State of New York Appellate Division First Department 2026) · No. Index No. 652629/24; Appeal No. 6420; Case No. 2025-02268 · Decided April 21, 2026

SUMMARY

The Appellate Division, First Department unanimously affirmed an order dismissing the remaining claims against the defendants in a dispute arising from an alleged double sale of real property in Ohio. The court held that New York's statute of limitations applied and that the fraud claims were timely, but concluded that the claims were inadequately pleaded, duplicative of contract claims, or asserted against a nonsignatory. The court also upheld the dismissal of claims against certain defendants for lack of personal jurisdiction.

CASE DETAILS

COURT	Supreme Court of the State of New York, Appellate Division, First Department
WRITING FOR THE COURT	Renwick, P.J.; Friedman, J.; Gesmer, J.; Pitt-Burke, J.; Hagler, J.
JURISDICTION	New York Appellate Division, First Department
DECIDED	April 21, 2026
DOCKET	Index No. 652629/24; Appeal No. 6420; Case No. 2025-02268
DISPOSITION	affirmed
PROCEDURAL POSTURE	Appeal from an order of Supreme Court, New York County, granting defendants' motions to dismiss the remaining causes of action.
STANDARD OF REVIEW	The court reviewed the sufficiency of the pleaded claims and the jurisdictional allegations on appeal from an order granting motions to dismiss.
PRECEDENTIAL VALUE	published
PARTIES	Cincinnati Terrace Member LLC, et al. v. Tartar Krinsky & Drogin LLC, et al.

TOPICS

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motions to dismiss

statute of limitations

fraud

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QUESTIONS PRESENTED

1. Whether New York courts had general or long-arm personal jurisdiction over defendants Robbins Kelly Patterson & Tucker, Michael Galasso, and Harris Stasis.
2. Whether Ohio's statute of limitations applied to the fraud claims under New York choice-of-law principles or the contract's choice-of-law provision.
3. Whether the fraud and aiding-and-abetting-fraud claims against Tartar Krinsky & Drogin LLC, James Smith, and Roys Poyiadjis were sufficiently pleaded.
4. Whether the fraud claim against Cincinnati Terrace Plaza LLC was duplicative of the breach-of-contract claim.
5. Whether the breach-of-contract claim against Roys Poyiadjis was properly dismissed because he was not a signatory to the contract.

HOLDINGS

1. The complaint did not allege facts sufficient to establish general or long-arm personal jurisdiction over RKPT, Galasso, or Stasis because their contacts with New York did not demonstrate purposeful availment.
2. New York's statute of limitations governed the fraud claims, and the claims were timely because they were commenced within New York's six-year limitations period.
3. The fraud claims were insufficiently pleaded and the related aiding-and-abetting-fraud claims therefore failed.
4. The fraud claim against CTP was properly dismissed as duplicative of the breach-of-contract claim because plaintiffs did not plead a duty distinct from or in addition to the contractual duty.
5. The breach-of-contract claim against Poyiadjis was properly dismissed because he was not a signatory to the sale contract.

KEY QUOTATIONS

“Thus, in an action pending in New York, the procedural law of New York applies, regardless of whatever substantive law governs the merits of the case.” (at *2)

“Because we conclude that the complaint was properly dismissed as against all defendants for the foregoing reasons, we need not reach plaintiffs' remaining arguments regarding, inter alia, issue and claim preclusion, judicial estoppel and standing.” (at *4)

FACTUAL BACKGROUND

Defendants allegedly contracted to sell the same Cincinnati, Ohio property twice, first to Cincinnati Development III and one day later to Cincinnati Terrace Member LLC, which assigned the property to Cincinnati Terrace Associates LLC. Plaintiffs alleged that defendants represented that no prior contract existed and induced an approximately \$11 million purchase, with plaintiff Slabakis mortgaging New York property to finance the transaction. Plaintiffs later learned from a newspaper article that the property had already been sold and commenced the action in New York.

PROCEDURAL HISTORY

Supreme Court, New York County, granted motions by the defendants to dismiss the remaining causes of action. The Appellate Division, First Department, unanimously affirmed the order without costs.

DISPOSITION

affirmed

CASES CITED

- Ford Motor Co. v. Montana Eighth Jud. Dist. Ct., 592 U.S. 351, 359-360 (2025)
- Eccles v. Shamrock Capital Advisors, LLC, 42 N.Y.3d 321, 335 (2024)
- Tanges v. Heidelberg N. Am., 93 N.Y.2d 48, 54-55 (1999)
- Martin v. Dierck Equip. Co., 43 N.Y.2d 583, 588 (1978)
- Deutsche Bank National Trust Co. v. Barclays Bank PLC, 34 N.Y.3d 327, 331 (2019)
- Global Financial Corp. v. Gottdiener, 93 N.Y.2d 525, 529 (1999)
- Portfolio Recovery Associates, LLC v. King, 14 N.Y.3d 410, 416 (2010)
- Royal Park Investments SA/NV v. Stanley, 165 A.D.3d 460, 461 (1st Dep't 2018)
- Deutsche Bank National Trust Co. v. Barclays Bank PLC, 156 A.D.3d 401, 402-403 (1st Dep't 2018)
- Baker v. Greentech Capital Advisors LLP, 206 A.D.3d 422, 423 (1st Dep't 2022)
- Mandarin Trading Ltd. v. Wildenstein, 16 N.Y.3d 173, 178 (2011)
- Lama Holding Co. v. Smith Barney Inc., 88 N.Y.2d 413, 421 (1996)
- Kaufman v. Cohen, 307 A.D.2d 113, 119-120 (1st Dep't 2003)
- Basis Yield Alpha Fund (Master) v. Goldman Sachs Group, Inc., 115 A.D.3d 128, 135 (1st Dep't 2014)
- Simon v. FrancInvest, S.A., 192 A.D.3d 565, 569 (1st Dep't 2021), appeal dismissed, 37 N.Y.3d 1005 (2021)
- Stanfield Offshore Leveraged Assets, Ltd. v. Metropolitan Life Insurance Co., 64 A.D.3d 472, 476 (1st Dep't 2009), leave to appeal denied, 13 N.Y.3d 709 (2009)
- MBW Advertising Network, Inc. v. Century Business Credit Corp., 173 A.D.2d 306, 306 (1st Dep't 1991)
- GoSmile, Inc. v. Levine, 81 A.D.3d 77, 81 (1st Dep't 2010), leave dismissed, 17 N.Y.3d 782 (2011)

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