

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

PRESENT: HON. BARRY OSTRAGER

PART 61 EFM

Justice

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NOSTALGIC PARTNERS, LLC, d/b/a THE STATEN
ISLAND YANKEES,

Plaintiff,

- v -

NEW YORK YANKEES PARTNERSHIP; CHARLES
NORMAN STALLINGS, AS TRUSTEE OF THE HAROLD Z.
STEINBRENNER ISSUE TRUST U/A 9/15/1999; CHARLES
NORMAN STALLINGS, AS TRUSTEE OF THE HENRY G.
STEINBRENNER ISSUE TRUST U/A 9/15/1999; CHARLES
NORMAN STALLINGS, AS TRUSTEE OF THE JENNIFER
S. SWINDAL ISSUE TRUST U/A 9/15/1999; CHARLES
NORMAN STALLINGS, AS TRUSTEE OF THE JESSICA S.
MOLLOY ISSUE TRUST U/A 9/15/1999, and THE OFFICE
OF THE COMMISSIONER OF BASEBALL, AN
UNINCORPORATED ASSOCIATION d/b/a MAJOR
LEAGUE BASEBALL,

Defendants.

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HON. BARRY R. OSTRAGER, J.S.C.

INDEX NO. 656724/2020

MOTION DATE _____

MOTION SEQ. NO. 002 & 003

**DECISION + ORDER ON
MOTIONS**

The Court heard extensive oral argument via Microsoft Teams on December 17, 2021 on the motion by plaintiff Nostalgic Partners, LLC (“Nostalgic”) to stay two arbitrations commenced by defendant New York Yankees Partnership (“the New York Yankees”) (seq. 002) and the motion by the New York Yankees to stay this action pending the determination of the two arbitrations (seq. 003). The first arbitration is one before the Commissioner of Baseball pursuant to a Demand filed by the New York Yankees dated October 6, 2021 (NYSCEF Doc. No. 56), and the second arbitration is one before the American Arbitration Association (“AAA”) pursuant to a Demand dated October 15, 2021 (NYSCEF Doc. No. 57).

In accordance with the decision on the record on December 17, 2021, Nostalgic’s motion to stay the arbitrations is granted, and the motion by the New York Yankees to stay this action is

denied. Based on the appearance of impropriety, the Commissioner of Major League Baseball should not arbitrate a dispute of claims that are asserted against Major League Baseball in the Amended Complaint filed in this action (NYSCEF Doc. No. 44). And, in all events, this dispute arises out of events that occurred subsequent to the expiration of the Professional Baseball Agreement which contains the provision requiring disputes to be arbitrated by the Commissioner of Baseball. Regarding the arbitration before the AAA, the Court determines that no valid agreement was made by the parties to arbitrate this dispute, as the arbitration clauses relied upon by the New York Yankees are contained in agreements to which the New York Yankees is not a signatory and which are not otherwise applicable to the claims here. See CPLR 7503(b). Under the circumstances, the Court has the authority to decide the specific arbitrability issue raised by the parties.

A conference is scheduled for May 20, 2022 at 10:00 a.m. via Microsoft Teams using the same appearances as today.

Dated: December 17, 2021


 BARRY R. OSTRAGER, J.S.C.

CHECK ONE:

<input type="checkbox"/>	CASE DISPOSED	<input checked="" type="checkbox"/>	NON-FINAL DISPOSITION
<input type="checkbox"/>	GRANTED	<input type="checkbox"/>	DENIED
<input type="checkbox"/>	GRANTED IN PART	<input type="checkbox"/>	OTHER
<input type="checkbox"/>	SETTLE ORDER	<input type="checkbox"/>	SUBMIT ORDER
<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/>	FIDUCIARY APPOINTMENT
<input type="checkbox"/>		<input type="checkbox"/>	REFERENCE

APPLICATION:

CHECK IF APPROPRIATE: