

**AI Intl. Holdings (BVI) Ltd. v
TWC Borrower 2016, LLC**

2025 NY Slip Op 33499(U)

September 16, 2025

Supreme Court, New York County

Docket Number: Index No. 656864/2017

Judge: Joel M. Cohen

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This opinion is uncorrected and not selected for official publication.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION PART 03M-----X
AI INTERNATIONAL HOLDINGS (BVI) LIMITED,

Plaintiff,

- V -

TWC BORROWER 2016, LLC, THE WEINSTEIN
COMPANY HOLDINGS LLC, HARVEY WEINSTEIN,Defendants.
-----XINDEX NO. 656864/2017MOTION DATE 03/26/2025MOTION SEQ. NO. 008**DECISION + ORDER ON
MOTION**

HARVEY WEINSTEIN

Plaintiff,

-against-

ROBERT WEINSTEIN, DAVID GLASSER, IRWIN REITER,
JOHN/JANE DOE 1-10Defendants.
-----XThird-Party
Index No. 595170/2025

HON. JOEL M. COHEN:

The following e-filed documents, listed by NYSCEF document number (Motion 008) 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 179, 198, 199, 203, 204, 205, 206, 207, 208, 209, 210

were read on this motion to DISMISS THIRD-PARTY CLAIM.

This action arises from a \$45 million loan extended by Plaintiff AI International Holdings (BVI) Limited (“AI International”) to Defendant TWC Borrower 2016, LLC (“TWC”) in 2016, which was personally guaranteed by Defendant Harvey Weinstein. Over the course of six years, the action was stayed at various times due to bankruptcy, settlement discussions, and Weinstein’s criminal trials. Finally, after a prolonged period of inactivity, on April 3, 2023, Plaintiff’s counsel informed the Court that Plaintiff had decided to dismiss the action against Weinstein (having determined that any judgment against him would be uncollectable), and that “a

stipulation of dismissal was executed by both sides this morning” (NYSCEF 105). Curiously, however, Plaintiff’s counsel indicated that Weinstein’s counsel “requested that Plaintiff hold off on filing [the stipulation] because Defendant Weinstein wished to speak to counsel first” (*id.*). Ten days later, Weinstein’s counsel made the admittedly “unorthodox” request that the Court keep the present action open solely to permit Weinstein to “pursue a separate lawsuit against certain individuals [who] ... engaged in the improper taking and/or retention of TWC funds and assets, that were more properly allocated to the paying back of creditors, including the Plaintiff in this case,” indicating that the stipulation of dismissal would “ultimately” be filed (NYSCEF 106). Weinstein thereafter took discovery in aid of his proposed claims.

In February 2025, Weinstein filed a Third-Party Complaint alleging, among other things, that Third-Party Defendant Irwin Reiter (“Reiter”) fraudulently induced Weinstein to personally guarantee AI International’s \$45 million loan to TWC and therefore should be liable to Weinstein if Weinstein is found liable to AI International. Reiter now moves to dismiss the Third-Party Complaint as alleged against him as the grounds that Weinstein lacks standing due to the dismissal of Plaintiff’s claims against him, that the claims are time-barred, that there is no viable fraud claim, and that the Third-Party Complaint is an impermissible Strategic Litigation Against Public Participation (SLAPP) suit.

For the following reasons, Reiter’s motion is **granted**.

BACKGROUND

As noted above, this action emanates from a \$45 million loan extended by Plaintiff AI International Holdings (BVI) Limited (“AI International”) to Defendant TWC Borrower 2016, LLC (“TWC”) in 2016, which was personally guaranteed by Weinstein and Weinstein Company Holdings LLC (“Weinsten Holdco”) (NYSCEF 1 [“Compl.”] ¶¶18-19). Under Section 2(a) of

the Note, TWC is obligated to pay “the unpaid Principal Amount together with accrued and unpaid interest thereon and all other unpaid amounts owing hereunder on the Maturity Date.” (Compl. ¶20). At the time AI International filed its Complaint against TWC, Weinstein Holdco, and Weinstein, the unpaid Principal Amount was \$43,459,176.23, and the Maturity Date under the Note, as amended, was the earlier of June 29, 2018 or the date on which a change of control occurs (*id.*).

According to the Third-Party Complaint, the Third-Party Defendants (Robert Weinstein, David Glasser, Irwin Reiter, and John/Jane Doe 1-10)¹, acting individually and in concert, knowingly and fraudulently induced Weinstein to personally guarantee the Loan by misrepresenting the intended use of the funds as being for legitimate purposes related to the Companies. Contrary to Third-Party Defendants’ assurances, after inducing Weinstein to personally guarantee the Loan, Third-Party Defendants wrongfully diverted and misappropriated the Loan funds for their own benefit, engaging in a deliberate scheme of self-dealing and mismanagement that left the Companies financially drained and unable to meet their obligations (NYSCEF 153 [“Third-Party Compl.”] ¶45).

As relevant to this motion, Weinstein alleges that Reiter—who served as the Executive Vice President of Accounting and Financial Reporting at The Weinstein Co. and its affiliated entities, including TWC (the “Companies”) and thus had oversight of financial reporting and accounting as well as access to and authority over key corporate records and transactions—failed to intervene or flag the improper payments, including Robert Weinstein’s \$6 million withdrawal from TWC funds and David Glasser’s approval of excessive bonuses, including at the very least

¹ Weinstein has since filed a Notice of Discontinuance with prejudice dismissing the third-party claims against Robert Weinstein (Harvey Weinstein’s brother) (NYSCEF 200).

\$600,000 in “advances on bonuses” taken shortly before the Companies’ financial collapse (*id.* ¶¶33-24). Weinstein alleges that “[a]s an executive with direct access to Companies’ financial records, Reiter knew or should have known that the Companies were operating at a significant cash deficit and that corporate funds were being improperly allocated for personal enrichment. Reiter maintained financial records that reflected the Companies’ deteriorating financial state, yet he failed to take action to prevent or report the self-dealing and misappropriations that contributed to Companies’ insolvency” (*id.* ¶35).

Weinstein also alleges that “[u]pon information and belief, Reiter actively assisted in or facilitated the negotiations that resulted in Third-Party Defendants Robert [Weinstein] and Glasser securing a favorable settlement with AI International, while intentionally leaving Weinstein responsible for the remaining Loan balance” (*id.* ¶40). He further alleges that “Reiter had access to the financial records and documentation surrounding these negotiations and failed to act in good faith to ensure that the settlement terms were fair and equitable. Instead, his conduct enabled Third-Party Defendants Robert [Weinstein] and Glasser to extricate themselves from financial liability while unjustly shifting the burden to Weinstein” (*id.*).

Additional Facts Alleged by Reiter in Support of his SLAPP Claim

According to the affidavit submitted by Reiter, in late 2014, Reiter confronted Weinstein in an email about his treatment of women and Weinstein then began to refer to him as “the sex Police” (NYSCEF 173 [“Reiter Aff”] ¶¶6-7). In September 2017, Jodi Kantor, a reporter with *The New York Times*, reached out to Reiter regarding allegations that Weinstein had engaged in a pattern of mistreatment of women. Over the next several weeks, Reiter had a series of late-night meetings with Ms. Kantor, and he provided her with information regarding multiple women, including former employees of TWC, who had settlements with Weinstein or had otherwise

alleged that Weinstein mistreated or sexually harassed or assaulted them. Reiter also told Ms. Kantor about his 2014 email to Weinstein and his response (*id.* ¶¶8-9).

According to Reiter, on October 4, 2017, the day before *The New York Times* article was published, Weinstein called him and raised the topic of the article that *The New York Times* was about to publish and asked Reiter to vouch for him with the reporters, which Reiter declined to do (*id.* ¶¶10-11). Reiter avers that Weinstein then threatened to release information about him that Weinstein believed would be damaging to Reiter and intended “to have me ‘investigated’ for reasons that are not clear. I understood this as an effort to intimidate me into backing him in denying the allegations against him” (*id.* ¶12).

In 2019, *The New York Times* journalists Ms. Kantor and Megan Twohey published a book, *She Said*, which included a chapter recounting Reiter’s contributions as a whistleblower during their investigation (*id.* ¶13).

Reiter subsequently testified before a grand jury in New York with respect to proposed charges against Weinstein and cooperated with the Manhattan District Attorney’s office ahead of Weinstein’s trial in 2020 (*id.* ¶¶14-15). On March 11, 2020, Reiter attended Weinstein’s sentencing after he was criminally convicted in New York (*id.* ¶17). When Weinstein was delivering his statement at sentencing, Weinstein made some specific comments that Reiter believed referred to him, including that Reiter is “the person who probably hates me the most in this world” (*id.* ¶¶18-20).

On November 18, 2022, an opinion piece Reiter authored was published in the *Los Angeles Times*, encouraging men in or proximate to sexual assaulters or harassers in positions of power to speak out in support of survivors (*id.* ¶21).

On September 3, 2024, Weinstein served Reiter with a third-party document subpoena in this action, and on March 6, 2025, Reiter was served with the Third-Party Complaint (*id.* ¶¶22-24). At the time, Weinstein’s second criminal trial in New York was scheduled to begin on April 15, 2025, and Reiter was cooperating with the Manhattan District Attorney's Office ahead of that trial, with the understanding that he may be called as a witness (*id.* ¶¶25-26).

In his opposition papers, Weinstein submitted an affidavit stating that “I did not bring this Third-Party Complaint to retaliate against Reiter for any personal reasons. It is a legal action brought in good faith to address serious misconduct by an executive who was responsible for overseeing the financial integrity of the company and failed to uphold that duty (NYSCEF 199 [“Weinstein Aff”] ¶10).

Procedural History

AI International commenced this against TWC, Weinstein Holdco, and Weinstein on or about November 10, 2017, bringing claims for Breach of Contract against TWC and breach of the guarantees against Weinstein Holdco and Weinstein (NYSCEF 1). On January 16, 2018, AI International and Defendants jointly moved to stay this action, which was granted by the Court (Scarpulla, J.) (NYSCEF 12, 15-16).

On March 20, 2018, TWC and Weinstein Holdco filed for bankruptcy, triggering a further stay (NYSCEF 28). On October 29, 2018, TWC was severed from this proceeding, leaving Weinstein as the sole defendant (NYSCEF 34). Weinstein answered the Complaint on or around November 14, 2018 (NYSCEF 35) and a preliminary conference order was entered on November 19, 2018 (NYSCEF 36). On January 4, 2019, Weinstein and AI International stipulated to an additional stay to undertake alternative efforts to resolve their dispute, which was

granted by the Court with the direction that a status update must be filed every 60 days (NYSCEF 39).

In September 2019, Weinstein filed a motion to dismiss and AI International filed a motion for summary judgment (*see* NYSCEF 46-81). The parties thereafter stipulated to extend the time to file opposition and replies to the two motions (NYSCEF 89, 92). This action was again stayed by request of the parties on December 17, 2019, pending resolution of Weinstein's New York criminal trial, *People v Harvey Weinstein*, Index. No. 2673/2019 and 2335/2018, Supreme Court of the State of New York, County of New York, Criminal Term (NYSCEF 97). On April 13, 2020, the Court stayed this matter at the request of the parties pending entry of a verdict in *People of the State of California v Harvey Weinstein*, Case No. BA483663, Superior Court of California of the County of Los Angeles (NYSCEF 101).

On October 13, 2022, the Court's law clerk reached out to the parties via email, requesting an update. Weinstein's counsel advised that the criminal trial was still pending, that he would revert back to the Court upon conclusion of the case, and that he would file a letter on NYSCEF memorializing the update. Weinstein's counsel never filed the letter and did not contact the Court when the stay terminated upon the entry of a verdict on December 21, 2022.

The Court's law clerk again reached out to the parties on March 8, 2023, and received no response. Hearing nothing from the parties, in March 2023, this Court filed an order directing the parties to file a joint status letter, setting forth a proposed schedule, including with respect to motions that were pending at the time the action was stayed (NYSCEF 103).

On April 3, 2023, AI International submitted a letter stating that "in light of Defendant Weinstein's current incarceration situation, Plaintiff AI International determined that any judgment obtained against him . . . would be uncollectable, and decided to dismiss [this] action

to avoid spending additional resources pursuing this matter. Counsel for Plaintiff asked counsel for Defendant if counsel was able to sign a stipulation of dismissal. Defendant's counsel responded affirmatively, and a stipulation of dismissal was executed by both parties this morning" (NYSCEF 105). AI International indicated, however, that "Defendant's counsel requested that Plaintiff hold off on filing because Defendant Weinstein wished to speak to counsel first" and that Defendant's counsel expected to do so the next day (*id.*). The Court requested an update on the stipulation of dismissal within one week (*id.*).

On April 13, 2023, counsel for Weinstein filed a letter stating "[w]hile we typically would welcome an expeditious voluntary discontinuance with prejudice by the Plaintiff in this matter, and anticipate that such a discontinuance will ultimately be filed, we respectfully request that the Court continue the stay in this matter for a period of six (6) months, before such discontinuance is entered. We have conferred with counsel to Plaintiff, and Plaintiff does not oppose this request. While this request may sound unorthodox in light of the Plaintiff seeking to discontinue this action with prejudice, Mr. Weinstein desires to pursue a separate lawsuit against certain individuals who are former officers, executives and/or members of the now bankrupt entity The Weinstein Company ("TWC")" (NYSCEF 106). The Court granted the unopposed request for a six month stay and directed an update upon the expiration of the stay (NYSCEF 109).

In July 2023, AI International requested that the Court lift the stay for the "limited purpose of serving third-party discovery" which was granted (NYSCEF 112). After not having heard from the parties since granting that request, the Court scheduled a status conference for September 17, 2024 (NYSCEF 113). At that conference, the parties represented that they wished to return to litigating this matter, and they were directed to submit a proposed scheduling order

(NYSCEF 114). The Court so-ordered the parties' proposed order on November 15, 2024 (NYSCEF 126).

On or around February 13, 2025, Weinstein filed the Third-Party Complaint against Robert Weinstein, David Glasser, Irwin Reiter, and John/Jane Doe 1-10 (NYSCEF 143).

On March 31, 2025, the parties appeared before the Court to address Reiter's proposed motion to dismiss filed by Order to Show Cause (NYSCEF 179). Reiter sought to dismiss the Third-Party Complaint on an expedited schedule and under New York's anti-SLAPP statute, among other grounds, because Weinstein's second criminal trial in New York was scheduled to begin on April 15, 2025, and Reiter was cooperating with the Manhattan District Attorney's Office and was a proposed witness at trial (Reiter Aff ¶¶25-26). At the hearing, the Court stayed discovery pursuant to CPLR 3211(g) and set a briefing schedule that took into account Weinstein's trial (NYSCEF 179).

Oral argument on the motion was held on August 4, 2025. At oral argument, Weinstein's counsel requested that "after hearing the arguments, maybe we'd like to talk to our client one more time before you rule" (08.04.25 Tr at 42:14-16). The Court gave Weinstein's counsel one week (*id.* at 57:12-19), however Weinstein's counsel did not provide any additional information.

DISCUSSION

On a motion to dismiss pursuant to CPLR 3211(a)(7) for failure to state a viable claim, the court must "accept the facts as alleged in the complaint as true, accord plaintiffs the benefit of every possible favorable inference, and determine only whether the facts as alleged fit within any cognizable legal theory" (*Leon v Martinez*, 84 NY2d 83, 87 [1994]). "A motion to dismiss pursuant to CPLR 3211(a)(1) should be "granted only where the documentary evidence utterly

refutes plaintiff's factual allegations, conclusively establishing a defense as a matter of law” (*Goshen v Mut. Life Ins. Co. of New York*, 98 NY2d 314, 326 [2002]).

a. Standing

“CPLR 1007 permits a defendant to implead, by means of a third-party action, ‘a person not a party who is or may be liable to that defendant for all or part of the plaintiff’s claim against that defendant’” (*Sunbelt Rentals, Inc. v Tempest Windows, Inc.*, 94 AD3d 1088, 1089 [2d Dept 2012]; CPLR 10007). “[T]he liability sought to be imposed upon a third-party defendant must arise from or be conditioned upon the liability asserted against the third-party plaintiff in the main action” (*id.*). Accordingly, where the claims against the putative third-party plaintiff have been resolved or dismissed, that party can no longer pursue a third-party action under CPLR 1007 (*id.* at 1090 [“since Sunbelt’s claims were discontinued against the third-party plaintiffs, they are no longer liable to Sunbelt for any damages. Accordingly, since Sunbelt can no longer hold the third-party plaintiffs liable, the third-party plaintiffs cannot implead Westchester pursuant to CPLR 1007”]; *VFS Leon, LLC v Angelique Pritchett*, 2019 NY Slip Op 33951[U], 3-4 [Sup Ct, Orange County 2019] [Plaintiff’s complaint against Defendant had been dismissed, and consequently [Defendant] possessed no claim over against any party for Plaintiff’s non-existent claim against her . . . The Third-Party Complaint is therefore fatally flawed and must be dismissed.”] [citations omitted]).

Here, Plaintiff’s claim against Weinstein was resolved by a jointly executed stipulation of dismissal. The fact that Plaintiff and Weinstein agreed temporarily not to *file* the stipulation (for transparently tactical reasons)² is of no moment. CPLR 2104 provides that an “agreement

² During oral argument on this motion, Plaintiff’s counsel confirmed that both sides had executed the stipulation ending this action (08.04.25 Tr at 49:7-10) and that they have not done anything

between parties or their attorneys relating to any matter in an action, other than one made between counsel in open court, is not binding upon a party *unless it is in a writing subscribed by him or his attorney or reduced to the form of an order and entered*” (emphasis added). Here, the stipulation of dismissal was signed by the parties and communicated to the Court on the public record. The statute does not require a formal court filing of the stipulation for the resolution of the claims against Weinstein to be effective (*Williamson v Delsener*, 59 AD3d 291, 292 [1st Dept 2009] [defendant’s “subsequent refusal to execute form releases and a stipulation of discontinuance did not invalidate the [settlement] agreement”]). Plaintiff’s unequivocal communication to the Court that there was a signed stipulation of dismissal, along with its representation that it had determined not to pursue its claim against Weinstein, eliminated any genuine live controversy between Plaintiff and Weinstein. That controversy cannot be resuscitated through the guise of a third-party claim filed well after the stipulation of dismissal had been executed.

In these circumstances, the Court finds that Weinstein lacks standing to bring his third-party claim against Reiter under CPLR 1007, and it must therefore be dismissed.

since that time to pursue this action (*id.* at 49:11-13). When the Court asked Plaintiff’s counsel, “[b]ut you’re thinking that there’s a bank-shot recovery: that you’d get a judgment against Weinstein and then he would be able to pay it by virtue of winning the third-party lawsuit? Is that the idea?”, AI International’s counsel confirmed, “[t]hat’s the idea, your Honor.” (*id.* at 50:3-7). The record is clear that regardless of the outcome on the merits of Weinstein’s third-party claim against Reiter, Plaintiff will not be pursuing any claim *against Weinstein*. Instead, the delay in filing the stipulation of dismissal of the action against Weinstein is simply an artifice to permit Plaintiff to seek recovery from parties (such as Reiter) against which it has no direct claim and perhaps for Weinstein to exact revenge against Reiter.

b. Statute of Limitations

Even if Weinstein had standing, his claim against Reiter is untimely and is independently subject to dismissal on that ground as well.

“To dismiss a cause of action pursuant to CPLR 3211 (a) (5) on the ground that it is barred by the applicable statute of limitations, a defendant bears the initial burden of demonstrating, *prima facie*, that the time within which to commence the action has expired. Only then does the burden shift to the plaintiff to raise a question of fact as to whether the statute of limitations was tolled or was otherwise inapplicable, or whether it actually commenced the action within the applicable limitations period” (*Stewart v GDC Tower at Greystone*, 138 AD3d 729, 729-30 [2d Dept 2016]).

Under CPLR 213(8), a cause of action for fraud must be commenced within “the greater of six years from the date the cause of action accrued or two years from the time the plaintiff . . . discovered the fraud or could with reasonable diligence have discovered it” (CPLR 213 [8]; *see also* CPLR 203 [g][1]). “A cause of action based upon fraud accrues, for statute of limitations purposes, at the time the plaintiff ‘possesses knowledge of facts from which the fraud could have been discovered with reasonable diligence’” (*Coleman v Wells Fargo & Co.*, 125 AD3d 716, 716 [2d Dept 2015]).

Weinstein filed the Third-Party Complaint on February 13, 2025. The fraud alleged by Weinstein involved the signing of the personal guarantee due to fraudulent inducement and/or false representations on September 29, 2016, as well as fraudulent transfers made by Third-party Defendants and failure to oversee TWC funds properly before TWC declared bankruptcy on

March 16, 2018. Six years plus 228 days (to account for COVID-related tolling³) following the latter of the dates leaves the deadline to commence this action at November 3, 2024—which is well before the filing date of the Third-Party Complaint.

In response, Weinstein alleges that the fraudulent scheme had not accrued until 2019 when a settlement agreement approved by the United States Bankruptcy Court left Weinstein “solely and personally liable for more than \$30 million” (NYSCEF 198). Weinstein argues that New York State courts have deferred the accrual date of a fraud claim to the point at which harm to the Plaintiff first occurred where the fraud involves a “continuous fraudulent scheme” citing *Ball v Gerard* (160 AD 619, 622 [1st Dept 1914]) and *Flaum v Birnbaum* (120 AD2d 183, 197 [4th Dept 1986]). This argument is unavailing. First, *Flaum* involved a claim for a constructive trust, not a fraud claim. Second, *Gerard* holds that the statute of limitations for a fraud claim accrued upon the date of the alleged fraudulent representation (*see* 160 AD 619, 624-25), not the date alleged damages occurred. The third-party claim against Reiter is dismissed as untimely.

c. Failure to Adequately State a Claim for Fraud

“The elements of a fraud cause of action consist of a misrepresentation or a material omission of fact which was false and known to be false by [the] defendant, made for the purpose of inducing the other party to rely upon it, justifiable reliance of the other party on the misrepresentation or material omission, and injury” (*Pasternack v Lab. Corp. of Am. Holdings*, 27 NY3d 817, 827 [2016] [cleaned up]). New York law imposes a heightened particularity requirement for pleading fraud (CPLR 3016[b]). Reiter argues that the Third-Party Complaint fails to allege the essential elements of a fraud claim against Reiter.

³ (*McLaughlin v Snowlift, Inc.*, 214 AD3d 720, 721 [2d Dept 2023] [statutes of limitations tolled for 228 days by COVID-19 Executive Orders]).

The Third-Party Complaint appears to allege a claim for fraud in the inducement. Weinstein alleges that the Third-Party Defendants, including Reiter, had a specific intent to induce Weinstein to sign the personal guaranty and that they misrepresented the intended use of the funds, and after the guaranty was signed, the Third-Party Defendants “wrongfully diverted and misappropriated the Loan funds for their own benefit, engaging in a deliberate scheme of self-dealing and mismanagement that left the Companies financially drained and unable to meet their obligations” (Third-Party Compl. ¶45).

However, Weinstein does not specifically allege what the misappropriation was or what Reiter’s participation was in this alleged inducement. Rather, the specific allegations relating to Reiter contend that he failed to disclose or prevent the loan’s misappropriation. However, these omissions are alleged to have taken place *after* the execution of the personal guaranty, the inducement of which is the only fraudulent act identified in the fraud claim (Compl. ¶¶ 34-45). Since Weinstein has failed to allege with particularity that Reiter had a present intent to deceive Weinstein when Weinstein signed the guaranty, subsequent actions or omissions cannot form the basis of a fraudulent inducement claim (*Nerey v Greenpoint Mortg. Funding, Inc.*, 144 AD3d 646, 647 [2d Dept 2016] [“Absent a present intent to deceive, a statement of future intentions, promises or expectations is not actionable as fraud”])).

Finally, Weinstein’s allegations against Reiter, which amount to a generalized silence over time, are insufficient to plead a fraud claim with the requisite particularity. Weinstein has not alleged any communication or instance in which Reiter made a material misstatement or omission about how the funds from the loan were being used. Weinstein alleges that “[Reiter’s] silence, coupled with his senior financial role, misled me into believing that the funds were being

used appropriately” during the AI Loan period (*see* NYSCEF 199 [Weinstein Aff.] ¶ 5).

However, he does not state what reliance this induced, beyond his belief.

For the foregoing reasons, Weinstein’s fraud-related claims against Reiter are dismissed.

d. Anti-SLAPP & Attorney’s Fees

A motion to dismiss pursuant to CPLR 3211(g) based on the anti-strategic litigation against public participation statute (“anti-SLAPP statute”) requires the moving party to demonstrate that it is a SLAPP suit, then the burden shifts to the responding party to demonstrate through “clear and convincing evidence” that the claim has substantial legal basis (*see* CPLR 3211[g]; *Goldman v Abraham Heschel Sch.*, 227 AD3d 544, 545 [1st Dept 2024] citing *Smartmatic USA Corp. v Fox Corp.*, 213 AD3d 512, [1st Dept 2023]). “[A] court reviewing the sufficiency of a pleading under CPLR 3211(g) must look beyond the face of the pleadings to determine whether the claim alleged is supported by substantial evidence” (*Reeves v Associated Newspapers, Ltd.*, 232 AD3d 10, 24 [1st Dept 2024]). A prevailing defendant is entitled to attorneys’ fees (*see Aristocrat Plastic Surgery, P.C. v Silva*, 206 AD3d 26, 32 [1st Dept 2022]).⁴

⁴ Under the 2020 amendments to the anti-SLAPP statutes, the definition of an “action involving public petition and participation” was expanded to include “any communication in a place open to the public or a public forum in connection with an issue of public interest” (*Isaly v Garde*, 2025 NY Slip Op 04960 [1st Dept Sept. 11, 2025]). The 2020 amendments also included a “mandatory award of attorneys’ fees to the prevailing defendant” (*Reeves v Associated Newspapers, Ltd.*, 232 AD3d 10, 19 [1st Dept 2024]). As the First Department recently confirmed, while the anti-SLAPP law does not have retroactive application, if a plaintiff filed an action prior to the 2020 amendments and continues its SLAPP action after the November 10, 2020 enactment date, the 2020 Amendments, including the enhanced attorneys’ fee remedy, are applicable (*Isaly*, 2025 NY Slip Op 04960; *see also Gottwald v Sebert*, 40 NY3d 240, 259 [2023]; *Reeves*, 232 AD3d at 19). Here, while this action was commenced in 2017, the Third-Party Complaint was filed in 2023, and therefore the 2020 amendments clearly apply.

“New York law considers a matter of public concern as ‘a dispute that in fact has received public attention because its ramifications will be felt by persons who are not direct participants.’ This includes ‘a matter of political, social, or other concern to the community,’ even if it does not ‘affect the general population’” (*Coleman v Grand*, 523 F Supp 3d 244, 259 [EDNY 2021]).

Here, Reiter argues that this is a SLAPP suit because “it involves Reiter’s public participation on a matter of public concern: Weinstein’s serial abuse of women” (NYSCEF 175 at 18). Reiter argues that he and Weinstein have had a long-standing public dispute about Weinstein’s mistreatment of women, including Reiter’s participation in *The New York Times*’s exposé of Weinstein—which leaned heavily on Reiter’s whistleblowing. Reiter also submits in his affidavit that at Weinstein’s criminal sentencing, Weinstein described Reiter as “the person who probably hates me the most in this world.” (Reiter Aff. ¶¶ 17–20; NYSCEF 161 at 59:3–14). And just days after filing the Third-Party Complaint, Weinstein told the media he believed Reiter and the others “played a big part in [his] demise.” (NYSCEF 163). Reiter’s participation and cooperation in exposing Weinstein’s mistreatment of women is undoubtably a matter of public interest (*see Coleman*, 523 F Supp 3d at 259 [finding that “sexual impropriety and power dynamics in the music industry, as in others, were indisputably an issue of public interest”])).

Moreover, the timing of the Third-Party Complaint supports Reiter’s argument. As noted, Plaintiff had already agreed to dismiss this action against Weinstein. Despite that, Weinstein declined to file the stipulation of dismissal, instead using this otherwise moribund lawsuit as a tactical vehicle to target Reiter with a lawsuit on the eve of Weinstein’s second criminal trial. While Weinstein argues that the fraud claim on its face is not related to any matters that Reiter has spoken out about, courts may look beyond the complaint to the “larger picture” (*see St. Beat*

Sportswear, Inc. v Natl. Mobilization Against Sweatshops, 182 Misc 2d 447, 453 [Sup Ct, NY County 1999]; CPLR 3211(g)(2) [courts “shall” consider affidavits submitted in an anti-SLAPP motion to dismiss]). Based on the record presented, the Court concludes that Reiter has established that the third-party claim brought against him by Harvey Weinstein qualifies as a SLAPP action.

Finally, “because the complaint in this case fails to survive ordinary CPLR 3211(a)(7) analysis, [Weinstein has] failed to meet the higher burden under CPLR 3211(g) of showing that [his] SLAPP suit has a substantial basis in law” (*Reeves v Associated Newspapers, Ltd.*, 232 AD3d 10, 12 [1st Dept 2024]). Accordingly, Reiter is entitled to attorney’s fees in this action (*id.* at 25; Civil Rights Law § 70-a[1]).

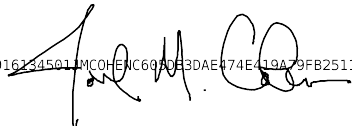
Any relief not addressed herein is denied.

Accordingly, it is

ORDERED that Reiter’s Motion to Dismiss the Third-Party Complaint is **GRANTED**; and the Third-Party Complaint as alleged against him is dismissed; it is further

ORDERED that Reiter is entitled to reasonable attorney’s fees incurred in this action pursuant to New York’s anti-SLAPP law; Reiter is directed to submit its application for attorney’s fees and costs with supporting documentation within fourteen (14) days of the date of this Order; Weinstein shall have fourteen (14) days thereafter to file any objections. Reiter shall notify the Court via letter filing on NYSCEF and by email when the application is complete and whether it is opposed or unopposed.

This constitutes the Decision and Order of the Court.

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JOEL M. COHEN, J.S.C.

9/16/2025

DATE

CHECK ONE:

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CASE DISPOSED

GRANTED

☐

DENIED

SETTLE ORDER

INCLUDES TRANSFER/REASSIGN

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NON-FINAL DISPOSITION

GRANTED IN PART

☐

OTHER

SUBMIT ORDER

FIDUCIARY APPOINTMENT

☐

REFERENCE

APPLICATION:

CHECK IF APPROPRIATE: