

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

<b>PRESENT:</b>	<u>HON. LYLE E. FRANK</u>	<b>PART</b>	<b>11M</b>
	<i>Justice</i>		
-----X		<b>INDEX NO.</b>	<u>160234/2022</u>
MARGARETANN BIANCULLI, JANET KOBREN, MERRI LASKY, PHYLLIS LIPMAN, BARRY SKOLNICK, NYC ORGANIZATION OF PUBLIC SERVICE RETIREES, INC.		<b>MOTION DATE</b>	<u>02/07/2024, 03/01/2024</u>
Plaintiff,		<b>MOTION SEQ. NO.</b>	<u>003 004</u>

- v -

CITY OF NEW YORK OFFICE OF LABOR RELATIONS,  
CITY OF NEW YORK, EMBLEMHEALTH, INC., GROUP  
HEALTH INCORPORATED (GHI),

**DECISION + ORDER ON  
MOTION**

Defendant.

-----X

The following e-filed documents, listed by NYSCEF document number (Motion 003) 111, 112, 113, 114, 115, 116, 117, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 136, 138, 157 were read on this motion to/for VACATE STAY.

The following e-filed documents, listed by NYSCEF document number (Motion 004) 118, 119, 137 were read on this motion to/for VACATE STAY.

Upon the foregoing documents, the applications seeking a vacatur of the preliminary injunction is granted<sup>1</sup>.

The Court finds that amendment of the underling contract between the City and Emblem, regarding the implementation of the co-payments pursuant to the changes to the Certificate of Insurance has now changed the circumstances under which the prior injunction was issued. Accordingly, the grounds in which the Court determined that there would be a likelihood of success on the merits, the breach of contract claim, is no longer a viable basis to continue the injunction. The Court agrees that the plaintiffs have not shown any other provision of the

<sup>1</sup> Plaintiff's filing of opposition to motion sequence 003 was intended to serve as opposition for motion sequence 004. See NYSCEF Doc. 158.

complaint where there is such a likelihood of success on the merits that the injunction should be continued.

Plaintiffs contend that the imposition of the co-pays, although provided for in the contract, would prejudice plaintiffs as they would be forced to incur those costs in the middle of a plan year. However, both Emblem and the City contend that the co-payments are not scheduled to being until January 2025, thus plaintiffs are free to change their healthcare plan during the annual open enrollment period and enroll in a plan that does not have co-pays.

Accordingly, based on the change of circumstances and pursuant to CPLR § 6314 it is hereby

ORDERED that the preliminary injunction issued by this Court shall be vacated as of January 1, 2025.

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8/1/2024

DATE

LYLE E. FRANK, J.S.C.

CHECK ONE:

CASE DISPOSED

NON-FINAL DISPOSITION

GRANTED

DENIED

GRANTED IN PART

OTHER

APPLICATION:

SETTLE ORDER

SUBMIT ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

FIDUCIARY APPOINTMENT

REFERENCE