



# Emily Shoor

## Member

## New York

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Emily represents commercial landlords, management companies, and condo and co-op boards in real estate litigation matters in New York and California.

Many of Emily's recent cases have dealt with the complex issues surrounding the disruptions to leases and other real estate contracts arising out of the COVID-19 pandemic.

Emily earned her bachelor's degree, *cum laude*, from New York University and her law degree from Brooklyn Law School. While in law school, Emily was the executive articles editor of the *Brooklyn Journal of International Law*. She was also a legal intern for New York Public Radio, Legal Aid Society of New York among other organizations in New York.

## Experience

Prevailed on behalf of a private medical practice and its majority shareholders in a "business divorce" arbitration against one of their founding shareholders after uncovering that he was working to create a competing practice. After successfully compelling arbitration in NJ Superior Court, contentious motion practice and discovery, and a seven-day hearing, a three-arbitrator AAA panel found that the practice proved its claims for breach of fiduciary duty and breach of contract, and rejected the founder's minority shareholder oppression claim. The panel awarded the practice significant equitable relief, including enforcing a two-year restrictive covenant and ordering that the practice buy out the founder for only one-third of the fair value of his 25 percent interest under their shareholders' agreement's punitive, for "cause" termination provision.

Won a writ of mandate against a city, striking the city's decision that our client must pay more than \$5 million in relocation costs to close its mobile home park for redevelopment. The court held instead that the city was the responsible party because it had failed to renew the park's zoning variance.

Achieved a complete victory for the landlord after a multi-day arbitration before AAA against a large, international health and fitness company centering on rent withheld during the pandemic. In a 23-page award, the arbitrator found that the doctrines of frustration of purpose, impossibility, impracticability, and force majeure were inapplicable and awarded the landlord full relief, including attorneys' fees.

Won a complete victory on behalf of the landlord in a closely watched commercial landlord-tenant dispute before the New York Appellate Division (First Department). At the outset of the COVID-19 pandemic, The Gap (the international clothing store) stopped paying rent for many of its retail stores, including the premier space in the building owned by our client in lower Manhattan. The Gap preemptively sued for a declaration that the lease had terminated because of the pandemic, citing the doctrines of "frustration of purpose" and "impossibility of performance," among other arguments. The trial court partially granted our motion to dismiss, but left the "frustration" and "impossibility" claims and defenses in the case. On appeal, the Cozen O'Connor team secured dismissal of all of The Gap's remaining claims, and the company was ordered to pay both back rent and future rent. The case was the first time the appellate courts in New York had directly addressed the ubiquitous "frustration" and "impossibility" defenses relating to the pandemic.

## Practice Areas

- Condominiums & Cooperatives
- Real Estate
- Real Estate Litigation

## Education

- Brooklyn Law School, J.D., 2014
- New York University, B.A., *cum laude*, 2008

## Bar Admissions

- New York
- New Jersey
- California

## Awards & Honors

- New York Super Lawyers, Rising Star – 2024 This award is conferred by Super Lawyers. A description of the selection methodology can be found [here](#). No aspect of this advertisement has been approved by the Supreme Court of New Jersey.

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