



Joshua Kopelowitz

Partner

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Leveraging nearly two decades of industry experience, Joshua helps clients solve their most challenging real estate problems.

He represents owners, developers, landlords, lenders as well as commercial tenants in complex disputes over leasing issues, operation and use of real estate, contract and joint venture/partnership disputes, building and property access, construction and other matters of contention.

Focused on real estate litigation, Joshua has the in-depth knowledge required to evaluate disputes and chart the smartest path to a favorable resolution — whether through direct bargaining, arbitration, mediation or in court if necessary. A staunch trial advocate and skilled negotiator, he provides efficient solutions that protect clients' financial interests.

More than an attorney, Joshua is a strategic partner, immersed in the real estate sector and invested in ensuring clients' commercial success. He monitors the market and emerging trends in the industry to provide advice and counsel that helps them stay ahead of the curve, and the competition.

Joshua has represented a broad range of major real estate and commercial clients at all levels of the judiciary, including state and federal trial and appellate courts in New York and nationally. He also has experience with complex residential leasing disputes, cooperative-condominium disputes, brokerage claims and contracts and a variety of commercial litigation.

Select Matters

- Secured significant award of rent arrears and interest, plus legal fees and judgment of possession for national high-end fashion retailer in a proceeding against commercial subtenant of a property in Times Square, New York. *Kate Spade & Company, LLC v G-CNY Group LLC*, 63 Misc3d 1205(A) (Civ Ct NY Co 2019)
- Prevailed on behalf of a commercial landlord in New York Supreme Court in a dispute over a tenant's failure to secure insurance coverage while renovating the property, terminating the lease and winning possession of the premises. The court's precedential ruling combined existing law that leases require notice allowing tenants to cure violations and that insurance deficiencies cannot be retroactively cured, allowing client to proceed straight to notice of lease termination. *159 West 23rd LLC v Spa Ciel De NY Corp.*, 2020 NY Slip Op 20027 (App Term 1st Dept 2020)



- Successfully voided an illegal 40 year rent-stabilized residential lease entered into by prior owner before sale of residential building to developer. The voiding of the illegal lease and judgment of possession provided developer with possession of the subject apartment to develop along with the rest of the newly purchased building. *River Tower Owner, LLC v 140 West 57th Street Corp.*, 172, AD3d 537 (1st Dept 2019)

Before Fox Rothschild

Prior to joining Fox Rothschild, Joshua was a partner at a large real estate law firm in New York City.

Beyond Fox Rothschild

Joshua serves as an elected trustee of the Incorporated Village of Roslyn Harbor, NY.

Honors & Awards

- Named to the list of "Super Lawyers" in New York for Real Estate (2019, 2020)*
- Martindale Hubbell AV Preeminent Rating*

[*Awards Methodology](#)

Practice Areas

- Litigation
- Real Estate
- Appellate Practice

Bar Admissions

- New York

Court Admissions

- U.S. District Court, Eastern District of New York
- U.S. District Court, Southern District of New York

Education

- Brooklyn Law School (J.D.)
- Indiana University (B.S.)

Memberships

- New York County Lawyers Association
- New York State Bar Association
- New York City Bar Association

Representative Cases



- 159 West 23rd LLC v Spa Ciel De NY Corp., 66 Misc3d 139(A) (App Term 1st Dept 2020)
- 159 West 23rd LLC v Spa Ciel De NY Corp., 2020 NY Slip Op 20027 (App Term 1st Dept 2020)
- River Tower Owner, LLC v 140 West 57th Street Corp., 172, AD3d 537 (1st Dept 2019)
- Michael Lutin v SAP V/A Atlas 845 WEA Associates NF, LLC, et. al., 66 NYS3d 349 (1st Dept 2018)
- Rui Qin Chen Juan, et. al. v 213 West 28 LLC, 2017 WL 1378434 (1st Dept 2017)
- Noah Trading Co., Inc. v Robert Bell, 2017 WL 2226358 (Sup Ct NY Co 2017)
- Noah Trading Co. Inc. v. Bell, 54 Misc3d 134(A) (App Term 1st Dept 2017)
- Queens Canaan Church v. Fellowship Deaconry Inc., 2015 WL 5164648 (Sup Ct Queens Co 2015)
- Brookford, LLC v. Penraat, 2014 WL 7201736 (2014), 2014 N.Y. Slip Op. 24399 (N.Y. Sup. Ct. 2014)
- Flushing Expo, Inc. v. New World Mall, LLC, 116 A.D.3d 826, 985 N.Y.S.2d 247 (2d Dep't 2014)
- 679 Realty, LLC v. Smith-Bernet, Inc., 2011 WL 1480905 (2011), 2011 N.Y. Slip op. 30943(U) (N.Y. Sup. Ct. 2011)

Publications

March 9, 2021

A Viable Eviction Option For NYC Commercial Landlords

Law360

2019

Show You the Money... How Will Depend on Your Note or Guaranty

New York Law Journal

November 8, 2019

Let Freedom (of Contract) Ring: Yellowstone Waivers Are Enforceable

New York Real Estate Law Reporter

November 5, 2018

As It Turns Out, Yellowstone Waivers Are Enforceable

New York Real Estate Law Reporter

September 1, 2016

Common Law Right to Use Self-Help to Evict a Commercial Licensee

New York Law Journal

April 16, 2014

Are Yellowstone Waivers Enforceable?

New York Law Journal

February 9, 2012

Who Is Responsible For Eradicating Bedbugs?

New York Law Journal