



Are the costs of using an appellate printer included as recoverable when an appellate court awards the prevailing party “one bill of costs”? The Second Department addressed this question of first impression recently, holding that the costs of an appellate printer are properly recoverable in light of the Appellate Division’s Uniform Rules for digital submissions on appeal. Let’s take a look at that opinion and what else has been going on in New York’s appellate courts this week.

SECOND DEPARTMENT

FAMILY LAW, WILLFUL VIOLATION OF ORDER OF PROTECTION, SANCTIONS

Matter of Austin C. (Rasaan K.C.), 2026 NY Slip Op 04944 (2d Dept Aug. 12, 2026)

Issue: Is Family Court authorized to impose consecutive six-month terms of incarceration for each willful violation of an order of protection issued under article 10 of the Family Court Act?

Facts: Following the commencement of Family Court Act article 10 proceedings against the father, alleging permanent neglect of the children, Family Court issued a temporary order of protection “directing the father to refrain from assaulting, harassing, or committing any criminal offense against the mother and the children.” The father willfully violated that order of protection, and the Administration for Children’s Services commenced another Family Court Act article 10 proceeding against him on the basis of that violation. Thereafter, Family Court issued four additional temporary orders of protection directing the father to stay away from the mother and children, except for when exercising his supervised visitation, each of which the father willfully violated.

Following a hearing on ACS’s petitions, “Family Court found that the father willfully violated the temporary orders of protection dated September 16, 2022, April 3, 2023, April 5, 2023, April 11, 2023, and June 6, 2023, on 10 separate occasions. In an order of commitment dated August 10, 2023, the court, *inter alia*, committed the father to the custody of the New York City Department of Correction for a period of 42 months. The court rejected the father’s argument that, pursuant to Judiciary Law § 751, the court only had the authority to sentence him to 30 days in jail for each willful violation. The court determined that it had the authority to impose 10 consecutive six-month terms of incarceration based on its finding that the father committed 10 separate willful violations, which would amount to a maximum permissible sentence of 60 months in jail, and imposed the 42-month term of incarceration.”

Holding: The Appellate Division, Second Department affirmed, holding that “[s]ections 846-a and 1072 of the Family Court Act provide a ‘specific punishment or other remedy’ for a willful violation of an order of protection issued under article 10 of the Family Court Act,” and as such the more general provisions of Judiciary Law § 751 did not apply. The court explained, section 156 of the Family Court Act provides that the provisions for civil and criminal contempt under the Judiciary Law apply to Family Court proceedings, “unless a specific punishment or other remedy for such violation is provided in this act or any other law.” Generally, under Judiciary Law § 751, courts are authorized to impose a maximum term of incarceration of 30 days if a party is “found to be in criminal contempt for willfully violating a court order.”

For violations of orders of protection, however, the court held, the Family Court Act provides a specific remedy under section 1072, for article 10 proceedings, and 846-a, for article 8 proceedings. Under section 1072, the court explained, when a party willfully violates an order of protection, the trial court is authorized to “commit the parent or other person who willfully and without just cause violated the order to jail for a term not to exceed six months.” Although 2006 amendments to the statute made it less clear that it still governed penalties for willful violations of orders of protection, the court held that “Section 1072 states that, upon a finding that an ‘order of supervision’ was willfully violated, a court may ‘revoke the order of supervision or of protection and enter any order that might have been made at the time the order of supervision or of protection was made.’ It then authorizes commitment of up to six months for violation of ‘the order,’ without specifying the type of order to which it refers. One explanation for this anomaly is that the Legislature did not intend for the mandatory tolling provision to apply to orders of protection; thus, the reference to orders of protection was removed. The Legislature may simply have overlooked the need, in order to make that portion of Section 1072 more clear, to include a reference to such orders of protection in the sentence pertaining to the remedies available to the Family Court. There is nothing in the legislative history which would suggest any intent on the part of the Legislature to prohibit the court from imposing a six-month term of incarceration for a violation of an order of protection issued under article 10 of the Family Court Act.”

This interpretation, the court held, is consistent with those of the other Appellate Division departments, including most specifically the Third Department, which has explicitly held that “pursuant to Family Court Act § 1072, the court may impose a six-month term of incarceration

ation for a violation of an order of protection issued under article 10 of the Family Court Act.” It is also consistent with the legislative intent underlying section 846-a of the Family Court Act, which applies in family offense proceedings, the court reasoned. “[W]hile Section 846-a is contained in article 8 of the Family Court Act, and the instant proceeding was commenced pursuant to article 10, the plain language of Section 846-a indicates that the court may impose a six-month term of incarceration upon a finding that an individual willfully violated any order of protection or temporary order of protection issued pursuant to the Family Court Act, regardless of whether the order was issued in an article 8 proceeding or an article 10 proceeding. In other words, contrary to the father’s contentions, an individual who willfully violates an order of protection issued under article 10 may be subjected to the same term of incarceration as an individual who willfully violates an order of protection issued under article 8. From a policy perspective, an individual who violates an order of protection issued under article 10 should not be subjected to a lesser punishment than an individual who violates an order of protection issued under article 8. An order of protection issued under either article seeks to effectuate the policy behind orders of protection, namely to prevent physical harm. Indeed, regardless of whether an order of protection is issued under article 8 or article 10, the type of conduct that a court may prohibit is virtually identical.”

Finally, the court held, Family Court did not err in imposing the 6-month terms of incarceration consecutively, because the Court of Appeals has recognized that Family Court possesses that authority under articles 4 and 8 of the Family Court Act, and the Legislature has not otherwise limited its authority to do so.

CIVIL PROCEDURE, COSTS ON APPEAL

Underhill Venture, LLC v Sarang, 2026 NY Slip Op 04976 (2d Dept Aug. 12, 2026)

Issue: Is using an appellate printer to prepare digital copies of the record and briefs a reimbursable disbursement included in an appellate court’s award of costs to a party?

Facts: Following an appeal, the Second Department found in the plaintiff’s favor and awarded it “one bill of costs.” Following remittal to Supreme Court, the plaintiff prepared a proposed judgment that included its costs for an appellate printer’s services—electronic bookmarks, electronic links, digital files conversions, and uploads. Defendant moved to vacate the judgment, arguing that “the plaintiff failed to establish its entitlement to printing expenses since it did not explain why the filing of hard copies of appellate papers was necessary. The defendants also argued that the plaintiff ‘electively opted’ to use an appellate printer and that the defendants should not be burdened with such costs.” Plaintiff opposed, arguing that “argued that the mere fact that documents can be e-filed did not prohibit the use of an appellate printer that specializes in the intricacies of preparation and filing of the record on appeal and briefs, since the Appellate Division requires that briefs and records contain electronic hyperlinks and that costs from a printer have been consistently awarded after the Second Department began mandating e-filing.”

Supreme Court vacated the portion of the judgment as awarded appellate printer fees, holding that “this Court’s award to the plaintiff of ‘one bill of costs’ did not include an award of disbursements and that the plaintiff was only entitled to recover costs pursuant to CPLR 8203(a) in the sum of \$250.”

Holding: The Second Department, addressing the matter of first impression regarding “whether the expenses associated with the preparation and filing of a digital copy of a record and brief constitute an ‘expense of printing’ within the meaning of CPLR 8301(a)(6),” held that they do. The court explained, “[p]ursuant to CPLR 8301(a), a party to whom costs are awarded on appeal is entitled to tax his or her necessary disbursements for, among other things, the ‘reasonable expenses of printing the papers for a hearing, when required.’” After the Appellate Division adopted its Uniform Rules in 2018, “when an appellant perfects an appeal using the full record method, the appellant must file with the clerk one digital copy of the record and briefs,” and here the court did not require hard copy filings. Nevertheless, the court held, because the Uniform Rules, and the Second Department’s local rules, require the digital copies of the briefs and records to include bookmarks, hyperlinks, and certain other digital requirements, “the plaintiff’s use of an appellate printer to prepare ‘electronic bookmarks,’ ‘electronic links,’ ‘digital file conversion(s),’ and ‘uploads’ for its prior appeal constituted ‘reasonable expenses of printing the papers for a hearing, when required,’ within the meaning of CPLR 8301(a)(6) and was reasonable and necessary within the context of the litigation.”

CasePrepPlus | August 21, 2026

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