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Hon. Ariel E. Belen (Ret.)

Hon. Ariel E. Belen (Ret.) was an Associate Justice of the Appellate Division, Second Department since 2008 and has served as a Justice of the New York Supreme Court trial and appellate terms since 1995. Justice Belen helped create the Kings County Commercial Division and then presided as a Justice handling complex commercial cases from 2002 to 2005. Over the course of nearly 18 years of distinguished judicial service, he developed a reputation as a calm, intelligent, fair, and hardworking jurist. He presided over countless matters covering the gamut of civil litigation from administrative to zoning law. A prolific writer, Justice Belen co-authored *New York Trial Notebook*, a comprehensive trial practice treatise. He was an instructor for many years at the New York State Judicial Institute where he taught all newly appointed or elected New York judges in the art of judging.

Justice Belen is fluent in Spanish. He can effectively communicate with Spanish speaking litigants and clients in all matters.

ADR Experience and Qualifications

- Justice Belen presided for several years over the Jury Coordinating and Trial Assignment parts in Kings County through which all trial ready cases were calendared for pretrial conferences before jury selection. In this capacity, he settled hundreds of trial-ready cases valued at hundreds of millions of dollars. While he presided in these parts, he created innovative programs for early and efficient mediation.
- As Administrative Judge of Kings County Supreme Court, he innovated in the creation of new rules, procedures, and court parts with the primary goal of early dispute resolution.
- As an Associate Justice of the Appellate Division, he has adjudicated thousands of matters on appeal in what is, in effect, the court of last resort for nearly twelve million people living in ten urban, suburban, and ex-urban counties within the New York metropolitan area.
- As Chief, New York City Office of Corporation Counsel, Bronx Tort Division, Justice Belen was responsible for settling hundreds of matters.

Representative Matters

Selected appellate opinions include:

- *Rivers v. Birnbaum*, --- N.Y.S.2d ---, 2012 WL 4901445 (N.Y.A.D. 2 Dept.), 2012 N.Y. Slip Op. 06935. The majority opinion sought to clarify the Second Department's earlier ruling in *Construction by Singletree, Inc. v. Love*, (55 AD3d 861) which had been often interpreted to completely preclude the use of an expert's affidavit in summary judgment practice solely because it was exchanged after the filing of a note of issue. The Second Department held that while a trial court could order pre-note expert disclosure under CPLR 3101(d)1(i), a post-note expert exchange would not by itself serve to divest a trial court of the discretion to consider an expert's affidavit in the context of an otherwise timely summary judgment motion.
- *Diarassouba v. Urban*, 71 A.D.3d 51. In a medical malpractice case the court held that a settlement made in open court that was never reduced to writing or entered onto the stenographic record would not be enforceable.
- *LI Equity Network, LLC v. Village in the Woods Owners Corp.*, 79 A.D.3d 26. Successful bidder on foreclosed shares allocated to a cooperative unit at a non-judicial auction brought action against cooperative corporation, seeking specific performance of the closing of title in connection with transfer of shares. The trial court granted summary judgment in favor of the bidder on its specific performance claim, and denied corporation's cross-motion to enjoin bidder from entering the unit pending resolution of the action. In a unanimous opinion Justice Belen reversed the order and held that the bidder was subject to the cooperative corporation's governing documents, which requires board approval of prospective purchasers and prohibited corporate ownership.
- *Matter of Argyle Realty Assoc. v. New York State Div. of Human Rights*, 65 A.D.3d 273. After the Commissioner of the New York State Division of Human Rights found that the petitioner had discriminated against employee on the basis of her pregnancy, the appellate court adopted the "single employer doctrine," due to employer's other interrelated entities, with common ownership and financial control, and that the employees of those entities--which collectively numbered at

least four--should be aggregated for jurisdictional purposes and found that employer was deemed an "employer" under Executive Law § 292(5) and therefore subject to the Human Rights Law.

Significant trials presided over by Justice Belen include the following:

- *Community Capital Bank v. 'Til the Phat Lady Sings, LLC*, 6 Misc. 3d 1009A (2005). The court granted the plaintiff's motion for summary judgment against both defendants' nonpayment of two promissory notes. Both defendants admit to the proper execution of the promissory notes and to the default of payments due under them. As a result, plaintiff clearly established its prima facie case and was clear that no issues of triable fact have been established by the defendants and no meritorious defense has been presented sufficient to defeat summary judgment.
- *Silletti v. Display Workshop, Inc.*, 4 Misc. 3d 1002(A) (2004). Plaintiff brought an action for breach of contract and negligent manufacturing and construction against Display Workshop, Inc. After depositions of Workshop's President, plaintiff moved for an order, pursuant to CPLR 1003, to add him as a defendant "for his [alleged] personal negligence." plaintiff contends that it was due to his negligent photographing and measuring of the operative site locations that resulted in the erroneously sized displays and, additionally, that he either failed to supervise or improperly supervised the installation. The court denied plaintiff's motion because plaintiff failed to show that there was a legal duty imposed upon Workshop's President that was independent of the contract itself, or that he engaged in tortious conduct separate and apart from the failure to fulfill the contract.
- *Brociner v. Mann*, 184 Misc. 2d 789 (2000). Plaintiff was a passenger in a vehicle that was involved in a one-vehicle accident and was issued an order awarding plaintiff summary judgment on the issue of liability against the owner/driver. Plaintiff then moved to amend his complaint to assert a separate claim against State Farm Mutual Automobile Insurance Company, the insurer, alleging that he is covered as an insured under the State Farm policy's uninsured motorist provision vis-à-vis the driver. The court denied plaintiff's motion after determining that his claim against the insurer was lacking in merit because a vehicle insured under the policy cannot itself qualify as an uninsured vehicle for coverage purposes based upon the insurer's own disclaimer of coverage.
- *Salour v. Glass*, 180 Misc. 2d 982 (1999). Petitioner brought this CPLR article 78 action to compel respondents to grant him academic credit for the year that he worked as a resident at respondent New York Methodist Hospital. Respondents allege, *inter alia*, that this action could not be heard because petitioner failed to exhaust his administrative remedies. The court ordered respondent hospital to conduct a hearing regarding the denial of academic credit because under an applicable collective bargaining agreement, all medical residents subject to disciplinary action were entitled to written notice and a hearing.
- *Vannucci v. Vannucci*, 180 Misc. 2d 182 (1999). After plaintiff was savagely bitten by defendant's dog, defendant moved for summary judgment upon the ground that plaintiff was aware of the dog's penchant for biting and plaintiff cross-moved for summary judgment on a strict liability theory because defendant knew of the dog's vicious propensities. The court denied the motion for summary judgment filed by defendant and the cross-motion for summary judgment filed by plaintiff because plaintiff's personal knowledge of the dog removes this case from those situations where strict liability must be imposed and questions of fact exist as to whether plaintiff was comparatively negligent by voluntarily interacting with the dog knowing of its potentially violent propensities.
- *Anderson v. Avis Rent a Car Sys.*, 174 Misc. 2d 915 (1997). After plaintiff was severely injured in an automobile accident plaintiff moved to have defendant's affirmative defense, that plaintiff was not wearing a seatbelt because Avis, in the regular course of business, sold the vehicle for salvage before plaintiff was able to inspect it. The court denied plaintiff's motion on grounds that plaintiff never requested to inspect the vehicle until after it was scrapped and that they have not demonstrated that the destruction of the evidence has prejudiced them.
- *Mantin v. Zaslavsky*, 172 Misc. 2d 846 (1997). After an administrative hearing conducted by the Department of Motor Vehicles determined that there was no evidence that showed that the defendant was involved in the accident, defendant moved for summary judgment dismissing the plaintiff's complaint that they were involved in an accident. The defendant alleged that based upon the findings in the DMV administrative adjudication, the doctrine of collateral estoppel would estop the plaintiff from pursuing his civil lawsuit against her. The court held that *res judicata* did not apply in this case because it would be overly harsh to preclude the plaintiff from further discovery on the issue determined at the DMV hearing.
- *Belizaire v. Aetna Cas. & Sur. Co.*, 171 Misc. 2d 473 (1997). Petitioner, a passenger in a car, suffered injuries following a hit-and-run car accident and subsequently filed to compel arbitration pursuant to the uninsured motorist endorsement of the driver's policy of insurance with Aetna Casualty & Surety Co. (Aetna). The arbitrator awarded petitioner \$10,000. Petitioner moved for an order confirming the arbitration award and directing Aetna to pay petitioner in accordance with the arbitrator's decision. Aetna cross-moved to vacate the award or to modify it by reducing it from

- \$10,000 to \$2,500 because two of the other passengers in the vehicle had been awarded damages of \$9,500 and \$8,000, respectively, in prior arbitral proceedings and therefore only \$2,500 remained due to the driver's \$20,000 per incident coverage. The court granted petitioners motion to confirm the \$10,000 because Aetna failed to consolidate all the claims and therefore should be prepared to pay each claim even if cumulatively the awards exceeded such limits.
- *Askenazi v. Hymil Mfg. Co.*, 170 Misc. 2d 461 (1996). Plaintiff, while in the process of lighting Sabbath candles, allegedly suffered severe and extensive burns when the dress she was wearing ignited and burned rapidly. Plaintiff brought action against the dress manufacturer, asserting negligence, breach of express and implied warranties, and strict products liability. Hymil, the manufacturer, commenced a third-party action against Cranston Print Works Company (Cranston), the manufacturer of the dress fabric, seeking contribution, indemnification, and recovery for breach of express and implied warranties. Hymil and Cranston moved for summary judgment both arguing that the dress satisfied the applicable federal flammability standard and therefore the plaintiff's action was preempted by the Federal Flammable Fabrics Act, 15 U.S.C.S. § 1191. The court held that the Act was not intended to preempt plaintiff's state tort action, it was only intended to provide flammability standards and to increase the protections afforded to consumers. In addition, when considering congressional intent there is a strong presumption against finding that a state law was preempted by federal legislation.
 - *Grant v. New York State Office of Mental Health*, 169 Misc. 2d 896 (1996). Plaintiffs, employees, and intervenors sought to enjoin defendant, New York State Office of Mental Health, from implementing a significant service reduction at Kingsboro Psychiatric Center on the grounds that defendant failed to comply with Mental Hygiene Law § 7.17 (e)(3), by failing to give the requisite 12 months' notice of proposed service reductions to local community and labor organizations. The court directed the defendants to comply with the requirements of Mental Hygiene Law § 7.17 and enjoined them from implementing significant service reductions until after 12 months' time of proper notification to all persons and groups delineated in Mental Hygiene Law § 7.17.

Honors, Memberships, and Professional Activities

- **Select Honors**

- William Goldstein Memorial Award, Association of Law Secretaries of the Supreme and Surrogate's Courts, 2007
- Hon. John Carro Award for Judicial Excellence, Association of Judges of Hispanic Heritage, 2010
- Puerto Rican Bar Association Award Recipient, 2007
- Saint Thomas More Award, Catholic Lawyers Guild of Kings County, 2007
- Jurist of the Year Award, Metropolitan Black Bar Association, 2005
- Award of Meritorious Service, The Catholic Lawyers Guild of Kings County, 2003
- Kings County District Attorney Jurist Award, 1997

- **Memberships**

- Supreme Court Justices Association of the City of New York
- New York City Bar Association
- New York State Bar Association, Commercial and Federal Litigation Section
- Task Force on Judicial Selection, Association of the Judges of Hispanic Heritage
- Brooklyn Bar Association
- Cornell Latino Alumni Association
- Hispanic National Bar Association
- Puerto Rican Bar Association

- **Professional Activities**

- Member, Committee on Character and Fitness, Appellate Division, First Department, Supreme Court of the State of New York
- Fellow, Advanced Science and Technology Adjudication Resource Center
- Member and Vice Chair, Cornell University Council, 1998-2010
- Vice Chair, Franklin H. Williams Judicial Commission on Minorities, New York State Unified Court System, 1998-present
- Member, New York City Bar Association, Labor and Employment Committee
- Founding Member, The Cervantes Society, 1996-present
- Member, Task Force to Implement the New York State Unified Court System's Program on the Profession and the Courts Subcommittee on Mandatory Continuing Legal Education Subcommittee on Part 130 of the Rules of the Chief Administrator, 1996-1997

- **Publication**

- Co-author along with Edward Birnbaum and Carl Grasso, *New York Trial Notebook*, (James Publishing, 2008) (supplemented annually), an 850-page comprehensive practice treatise for the trial of a civil case in New York

- **Lectures and Teaching**

- Justice Belen has been an avid teacher and mentor. He has participated in the Cornell Extern

and Shadow Programs and the Brooklyn Law School Judicial Clerkship Clinical Program. Justice Belen has participated in clinical programs at Hofstra Law School, Brooklyn Law School, and St. John's University Law School. He has served as a member of the New York State Unified Court System Civil Law Curriculum Development Committee and taught for many years at the New York State Judicial Institute.

Background and Education

- Associate Justice, Appellate Division, Second Department, Supreme Court of the State of New York, 2008-2012
- Justice of the Supreme Court of the State of New York, 1995-2012
 - Administrative Judge, Civil Term, Supreme Court, Kings County, 2007-2008
 - Associate Justice, Appellate Term, Supreme Court, Second and Eleventh Judicial Districts, 2005-2012
 - Justice of the Commercial Division, Supreme Court of the State of New York, 2002-2005
- Chief, Bronx Borough Office, City of New York Law Department, Office of the Corporation Counsel, Tort Division, 1994-1995
- Deputy Chief, Brooklyn Tort Division, City of New York Law Department, Office of the Corporation Counsel, 1993-1994
- Assistant Corporation Counsel, City of New York Law Department, Office of the Corporation Counsel, 1990-1993
- Supervising Attorney, Legal Aid Society of New York, Criminal Defense Division, 1986-1989
- Criminal Trial Attorney, Legal Aid Society of New York, Criminal Defense Division, 1981-1986
- J.D., with Specialization in International Legal Affairs, Cornell Law School, 1981
- B.A., *cum laude*, Brooklyn College, 1978

1. **C** Moy v. St. Vincent's Hosp. and Medical Center of New York,
92 A.D.3d 651, 938 N.Y.S.2d 328, 2012 WL 401120, 2012 N.Y. Slip Op. 00941, N.Y.A.D. 2 Dept.,
February 07, 2012 (NO. 2011-04739, 7730/10)

...and Severance 13 60 k. Severance of actions. Prejudice to patient in being required to await con-
clusion of Chapter 11 **bankruptcy** proceedings commenced by hospital before obtaining any remedy
outweighed any potential inconvenience to doctor, and thus severance was warranted of ...

...New York, N.Y. (Neil Ptashnik and Robert E. Fein of counsel), for respondent. MARK C. DILLON
, J.P., JOHN M. LEVENTHAL ARIEL E. BELEN , and PLUMMER E. LOTT , JJ. In an action, inter
alia, to recover damages for medical malpractice, the plaintiff appeals from ...

...Medical Center of New York (hereinafter the hospital) and Michael G. Wayne, a physician. The
hospital subsequently commenced chapter 11 **bankruptcy** proceedings, resulting in an automatic stay
pursuant to 11 USC 362(a) of the continuation of any action or proceeding...
2. **C** Thaler v. Felsberg,
91 A.D.3d 850, 936 N.Y.S.2d 690, 2012 WL 233795, 2012 N.Y. Slip Op. 00504, N.Y.A.D. 2 Dept.,
January 24, 2012 (NO. 39000/07, 2010-10698)

...of counsel), for respondents Selma Stewart and Phillip C. Stewart (one brief filed). PETER B.
SKELOS , J.P., DANIEL D. ANGIOLILLO ARIEL E. BELEN PLUMMER E. LOTT , and SHERI
S. ROMAN , JJ. In an action to recover damages for personal injuries, the plaintiff appeals ...

...2d 955, 956–957, 582 N.Y.S.2d 990, 591 N.E.2d 1176). The plaintiff, who was the trustee of
D'Amico's **bankruptcy** estate, essentially alleged, inter alia, that as a result of the subject accident, the
cervicothoracic region of D'Amico's spine sustained...
3. **H** High Tides, LLC v. DeMichele,
88 A.D.3d 954, 931 N.Y.S.2d 377, 2011 WL 5085836, 2011 N.Y. Slip Op. 07607, N.Y.A.D. 2 Dept.,
October 25, 2011 (NO. 2010-07433, 24029/09)

...English & Klein, P.C., Garden City, N.Y. (Robert C. Angelillo and Kevin Schlosser of counsel), for
respondent. MARK C. DILLON , J.P., ARIEL E. BELEN SHERI S. ROMAN , and ROBERT J.
MILLER , JJ. In an action, inter alia, to recover damages for fraud and negligence ...

...South Carolina. Although Kainos initially grew at an impressive rate, it became insolvent in late
2008 and, ultimately, filed for **bankruptcy** protection. HT commenced this action against the de-
fendants to recover damages based upon, inter alia, the purported fraudulent acts of...
4. **C** Long Island Forum for Technology v. New York State Div. of Human Rights,
85 A.D.3d 791, 925 N.Y.S.2d 535, 2011 WL 2279541, 2011 N.Y. Slip Op. 05069, N.Y.A.D. 2 Dept.,
June 07, 2011 (NO. 2007-10346, 18425/07)

...administrative claim against her employers before the New York State Division of Human Rights as an unliquidated claim in her **bankruptcy** petition deprived her of capacity to prosecute her administrative claim against the employers, as a matter of comity, court would defer to the determination of the **Bankruptcy** Court in appointing a trustee in **bankruptcy**, and in reopening the **bankruptcy** proceeding, to allow for trustee to seek from the NYSDHR any relief in connection with the administrative proceeding to the extent permitted by the NYSDHR Petition granted; cross-petition denied. West Headnotes [1] 51 **Bankruptcy** 51II Courts; Proceedings in General 51II(B) Actions and Proceedings in General 51 2154 Rights of Action by or on ...

...administrative claim against her employers before the New York State Division of Human Rights as an unliquidated claim in her **bankruptcy** petition deprived her of capacity to prosecute her administrative claim against the employers. [2] 106 Courts 106VII Concurrent and Conflicting ...

...instead, constitutes an expression of a state's entirely voluntary decision to defer to the policy of another jurisdiction. [3] 51 **Bankruptcy** 51II Courts; Proceedings in General 51II(B) Actions and Proceedings in General 51 2154 Rights of Action by or on...

5. **H** Dempster v. Liotti,
86 A.D.3d 169, 924 N.Y.S.2d 484, 2011 WL 2090823, 2011 N.Y. Slip Op. 04408, N.Y.A.D. 2 Dept.,
May 24, 2011 (NO. 2009-08810, 14703/07, 2009-04859)

...triggering four-year statute of limitations, no later than when she commenced state court fraudulent transfer suit, and husband's corporation's **bankruptcy** filing was merely continuing effort on part of RICO defendants to retain benefits of their previous fraudulent transfer and, thus ...

...se. Lester D. Janoff, Melville, N.Y., for respondent-appellant. WILLIAM F. MASTRO, J.P., REINALDO E. RIVERA JOHN M. LEVENTHAL, and ARIEL E. BELEN, JJ. BELEN, J. We are asked to consider whether an attorney who failed to oppose a motion to dismiss the ...

...April 14, 1999, five days before the trial in the fraudulent conveyance action was scheduled to begin, Overview filed for **bankruptcy** in the United States **Bankruptcy** Court for the Eastern District of New York (hereinafter the **Bankruptcy** Court), listing the Dempsters' marital residence as an asset of Overview, and Island and Rio as Overview's creditors. The subject...

6. **H** Broadway Houston Mack Development, LLC v. Kohl,
71 A.D.3d 937, 897 N.Y.S.2d 505, 2010 WL 1079544, 2010 N.Y. Slip Op. 02500, N.Y.A.D. 2 Dept.,
March 23, 2010 (NO. 2009-01111, 12800/05)

...Background: Ground lessee brought subrogation action against contractor, seeking to recover sums lessee paid directly to subcontractors after contractor declared **bankruptcy** and failed to remit money lessee had paid in trust pursuant to Lien Law. The Supreme Court Suffolk County Pines ...

...Rochester, N.Y. (Marc S. Brown of counsel), for respondents. REINALDO E. RIVERA, J.P., ANITA R. FLORIO DANIEL D. ANGIOLILLO, and ARIEL E. BELEN, JJ. In an action, inter alia, to recover sums paid to creditors of the defendants, the plaintiff appeals from an ...

...property. The plaintiff alleged that, at least in part, because of the defendants' malfeasance, IDI eventually was forced to declare **bankruptcy**. As a result, IDI failed to remit to subcontractors money

paid to it in trust by the plaintiff pursuant to...

7. **H** Tiger Sourcing (HK) Ltd. v. GMAC Commercial Finance Corp.-Canada,
66 A.D.3d 1002, 887 N.Y.S.2d 652, 2009 WL 3486371, 2009 N.Y. Slip Op. 07828, N.Y.A.D. 2 Dept.,
October 27, 2009 (NO. 2009-02151, 14190/08)

...a nonparty corporation, agreement was not executed in New York and was to be interpreted pursuant to Ontario law, and **bankruptcy** of non-party corporation and disposition of its assets had been the subject of litigation in Ontario prior to commencement ...

...A. Kochman of counsel), for respondent SummitBridge National Investments, LLC (one brief filed). MARK C. DILLON , J.P., ANITA R. FLORIO **ARIEL E. BELEN** , and SHERI S. ROMAN , JJ. In an action, inter alia, to recover damages for conversion, the plaintiff appeals, as limited ...

...the nonparty corporation as a means to send and receive notices prior to the issuance of the default notice. The **bankruptcy** of the nonparty corporation and the disposition of its assets had been the subject of litigation in the Ontario Superior...

8. **H** Becher v. Feller,
64 A.D.3d 672, 884 N.Y.S.2d 83, 2009 WL 2181676, 2009 N.Y. Slip Op. 05941, N.Y.A.D. 2 Dept.,
July 21, 2009 (NO. 2008-05887, 19207/07)

...pro se. Solomon E. Antar , Brooklyn, N.Y., for respondents. ROBERT A. SPOLZINO , J.P., MARK C. DILLON ANITA R. FLORIO , and **ARIEL E. BELEN** , JJ. In an action, inter alia, to set aside a deed conveying real property, (1) the defendant Jacob Feller appeals ...

...Court denied Chana's request to extend the stay and issued an order of eviction. Thereafter, Chana and Martin filed for **bankruptcy**, but their case was dismissed on April 26, 2005. Thereafter, upon an application by Chana, the Supreme Court, Kings County...

9. **C** NPR, LLC v. Met Fin Management, Inc.,
63 A.D.3d 1128, 882 N.Y.S.2d 253, 2009 WL 1885501, 2009 N.Y. Slip Op. 05525, N.Y.A.D. 2 Dept.,
June 30, 2009 (NO. 2008-01796, 6855/06)

...Organizations 101II Disregarding Corporate Entity; Piercing Corporate Veil 101 1057 Particular Occasions for Determining Corporate Entity 101 1065 k. Insolvency, **bankruptcy**, and receivership. (Formerly 101k1.6(5) In creditor's fraudulent conveyance action, based on tenant's release or cancellation of subleases to corporation, without ...

...Axelrod, Ingrassia & Tetenbaum, LLP, Newburgh, N.Y. (James Alexander Burke of counsel), for respondent. PETER B. SKELOS , J.P., STEVEN W. FISHER **ARIEL E. BELEN** , and PLUMMER E. LOTT , JJ. In an action pursuant to Debtor and Creditor Law article 10 to recover damages based...

10. **H** Edelweiss (USA), Inc. v. Vengroff Williams & Associates, Inc.,
59 A.D.3d 588, 873 N.Y.S.2d 714, 2009 WL 387684, 2009 N.Y. Slip Op. 01192, N.Y.A.D. 2 Dept.,
February 17, 2009 (NO. 6592/93, 2007-04097)

...Hicksville, N.Y. (Steven P. Calkins of counsel), for respondent. STEVEN W. FISHER , J.P., MARK C. DILLON WILLIAM E. McCARTHY , and **ARIEL E. BELEN** , JJ. In an action, inter alia, to recover damages for legal malpractice, the defendant Vengroff Williams & Associates, Inc., appeals, as ...

...Associates, Inc., was severed, the appeal by the defendant David Jeffrey Gold was held in abeyance pending completion of a **bankruptcy** proceeding pending in the **Bankruptcy** Court for the Middle District of Pennsylvania, under case No. 5-08-50471, and this Court directed that the appeal...

11. ▷ Vlahakis v. Mendelson & Associates,
54 A.D.3d 670, 863 N.Y.S.2d 479, 2008 WL 4067090, 2008 N.Y. Slip Op. 06703, N.Y.A.D. 2 Dept.,
September 02, 2008 (NO. 2007-06336, 13210/04)

...respondents. Sept. 2, 2008. Background: Client brought action for legal malpractice against law firm and attorneys who represented him in **bankruptcy** proceeding. The Supreme Court Nassau County Martin , J., granted defendants' motion for summary judgment. Client appealed. Holdings: The Supreme Court ...

...Attorney in General. Client did not sustain any damages as result of law firm's alleged actions, namely, advising him in **bankruptcy** proceeding that he would not have to pay arrears which he owed on mortgage on his residence, as required to ...

...Attorneys. Client's mere assertion that he sustained monetary damages as result of law firm's alleged actions, namely, advising him in **bankruptcy** proceeding that he would not have to pay arrears which he owned on mortgage on his residence, was insufficient to...