

SUPREME COURT OF THE STATE OF NEW YORK, APPELLATE DIVISION,
FIRST DEPARTMENT

Anu Allen v. Christopher Thompson, Esq.

Allen, 2026 NY Slip Op 02771 (Supreme Court of the State of New York Appellate Division First Department 2026) · No. Index No. 160342/20; Appeal No. 6531; Case No. 2025-07729 · Decided May 5, 2026

SUMMARY

The Appellate Division, First Department modified an order denying summary judgment in a legal malpractice action against an attorney. It held that the defendant failed to establish entitlement to summary judgment on the malpractice claim and failed to show that the contract claim was duplicative, but dismissed the contract claim to the extent it sought damages arising from the unsealing of a federal case because that result was caused by an intervening event. The court also denied attorney's fees because no legal basis for such an award was identified.

CASE DETAILS

COURT	Supreme Court of the State of New York, Appellate Division, First Department
WRITING FOR THE COURT	Manzanet-Daniels, J.P.; Kapnick, J.; Rodriguez, J.; Pitt-Burke, J.; O'Neill Levy, J.
JURISDICTION	New York Supreme Court, Appellate Division, First Department
DECIDED	May 5, 2026
DOCKET	Index No. 160342/20; Appeal No. 6531; Case No. 2025-07729
DISPOSITION	affirmed
PROCEDURAL POSTURE	Defendant appealed from an order denying his motion for summary judgment dismissing plaintiff's legal malpractice and breach-of-contract claims.
STANDARD OF REVIEW	Summary judgment is proper only where the moving party establishes entitlement to judgment as a matter of law; the movant bears the prima facie burden, and failure to meet that burden requires denial regardless of the sufficiency of the opposing papers.
PRECEDENTIAL VALUE	published
PARTIES	Christopher Thompson, Esq. v. Anu Allen

TOPICS

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civil procedure

breach of contract

standard of review

attorney fees

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QUESTIONS PRESENTED

1. Whether defendant established entitlement to summary judgment dismissing the legal malpractice claim based on the absence of an expert opinion.
2. Whether expert testimony was required to establish the alleged legal malpractice and proximate causation on the record presented.
3. Whether defendant established that the breach-of-contract claim was duplicative of the legal malpractice claim.
4. Whether defendant could be liable for breach-of-contract damages arising from the unsealing of the federal action.
5. Whether plaintiff was entitled to attorney's fees.

HOLDINGS

1. Defendant was not entitled to summary judgment because he failed to establish prima facie that he performed with the ordinary reasonable skill and knowledge of the legal profession or that his alleged departure did not proximately cause plaintiff's damages.
2. Defendant could not obtain summary judgment merely by identifying an alleged gap in plaintiff's proof, and expert testimony was not necessarily required because ordinary experience could provide a sufficient basis for evaluating the alleged professional misconduct.
3. Defendant failed to establish that the breach-of-contract claim was duplicative because plaintiff alleged specific promises to negotiate with her former employer and obtain sealing of the federal action.
4. Defendant could not be liable for breach-of-contract damages arising from the unsealing because the unsealing resulted from an intervening cause—the third party's First Amendment access motion and the federal court's order requiring public access.
5. Plaintiff was not entitled to attorney's fees because she identified no statute, agreement, or court rule authorizing an award in the action.

KEY QUOTATIONS

“Gaps in plaintiff’s proof, however, cannot serve as a basis to grant defendant’s motion, on which he bears the burden as the moving party” ([*1])

“may be dispensed with where ordinary experience of the fact finder provides sufficient basis for judging the adequacy of the professional service” ([*2])

“Thus, the unsealing resulted from an intervening cause, not from any action by defendant” ([*3])

FACTUAL BACKGROUND

Christopher Thompson represented Anu Allen regarding her termination from Chanel, Inc., reviewed her separation agreement, and represented her in a federal discrimination action. Allen alleged that Thompson materially changed the separation agreement, falsely represented that Chanel had agreed to the change, and instructed her to sign an affidavit falsely described as required by the federal court. Chanel subsequently asserted fraudulent misrepresentation claims, Allen repaid her severance with interest, and the federal case was later unsealed after a third party sought access on First Amendment grounds.

PROCEDURAL HISTORY

Plaintiff brought legal malpractice and breach-of-contract claims against the attorney who represented her in connection with her employment termination, separation agreement, and federal discrimination action. Supreme Court, New York County, denied defendant's motion for summary judgment dismissing the complaint. The Appellate Division unanimously modified the order to dismiss the breach-of-contract claim to the extent it sought damages arising from the unsealing of the federal action, and otherwise affirmed.

DISPOSITION

affirmed

CASES CITED

- Darby & Darby v VSI Intl., 95 NY2d 308, 313 (2000)
- North Flats LLC v Belkin Burden Goldman, LLP, 217 AD3d 427, 427-428 (1st Dept 2023)
- Casey v Exum, 219 AD3d 456, 457 (2d Dept 2023)
- Façade Tech., LLC v CNY Constr. 701 LLC, 237 AD3d 469, 470 (1st Dept 2025)
- Estate of Nevelson v Carro, Spanbock, Kaster & Cuiffo, 259 AD2d 282, 283 (1st Dept 1999)
- Kulak v Nationwide Mut. Ins. Co., 40 NY2d 140, 148 (1976)
- Rosner v Paley, 65 NY2d 736, 738 (1985)
- Pillard v Goodman, 82 AD3d 541, 542 (1st Dept 2011)
- Genet v Buzin, 159 AD3d 540, 540 (1st Dept 2018)
- Rudolf v Shayne, Dachs, Stanisci, Corker & Sauer, 8 NY3d 438, 442 (2007)
- Nomura Asset Capital Corp. v Cadwalader, Wickersham & Taft LLP, 26 NY3d 40, 50 (2015)
- Alloy Advisory, LLC v 503 W. 33rd St. Assoc., Inc., 195 AD3d 436, 436-437 (1st Dept 2021)
- Reidy v Martin, 77 AD3d 903, 903 (2d Dept 2010)
- Sage Realty Corp. v Proskauer Rose, 251 AD2d 35, 38-39 (1st Dept 1998)
- Brooks v Lewin, 21 AD3d 731, 734 (1st Dept 2005), lv denied, 6 NY3d 713 (2006)
- Fiduciary Ins. Co. of Am. v Medical Diagnostic Servs., P.C., 150 AD3d 498, 498 (1st Dept 2017)

OPINION

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May 5, 2026

Appellate Division, First Department

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This decision is uncorrected and subject to revision before publication in the Official Reports.

Anu Allen, Plaintiff-Respondent,

v

Christopher Thompson, Esq., Defendant-Appellant.

Decided and Entered: May 05, 2026

Index No. 160342/20|Appeal No. 6531|Case No. 2025-07729|

Before: Manzanet-Daniels, J.P., Kapnick, Rodriguez, Pitt-Burke, O'Neill Levy, JJ.

Law Office of Christopher Thompson, West Islip (Christopher Thompson of counsel), for appellant.

Ballon Stoll P.C., New York (Tyler Fierro of counsel), for respondent.

[*1]

Order, Supreme Court, New York County (Sabrina Kraus, J.), entered May 15, 2024, which denied defendant's motion for summary judgment dismissing the complaint, unanimously modified, on the law, the motion granted to dismiss the cause of action for breach of contract insofar as that cause of action is premised on defendant's alleged agreement to have plaintiff's prior federal court action sealed, and otherwise affirmed, without costs.

Plaintiff brings this legal malpractice action against the attorney who represented her in connection with her termination from her employment at Chanel, Inc. and ultimately commenced a discrimination action on her behalf against her former employer in federal court. According to plaintiff, as a result of changes that defendant made to the separation agreement with her former employer, the employer ultimately countersued her for fraudulent misrepresentation in connection with the agreement and, among other things, forced her to repay her severance package with interest. Plaintiff further alleges that although defendant repeatedly assured her that the federal court suit would be sealed to protect her reputation, the suit is currently unsealed.

Defendant did not sustain his prima facie burden of establishing his entitlement to summary judgment dismissing the legal malpractice cause of action, as he failed to submit an expert opinion demonstrating that he "did not perform below the ordinary reasonable skill and knowledge commonly possessed by a member of the legal profession" (*Darby & Darby v VSI Intl.*, 95 NY2d 308, 313 [2000]; *see North Flats LLC v Belkin Burden Goldman, LLP*, 217 AD3d 427, 427-428 [1st Dept 2023]). In addition, without an expert affidavit, defendant did not sustain his burden of showing as a matter of law that the claimed departure did

not proximately cause the plaintiff to sustain damages (*see* *North Flats LLC*, 217 AD3d at 428; *Casey v Exum*, 219 AD3d 456, 457 [2d Dept 2023]).

Defendant's assertion that he is entitled to summary judgment because plaintiff did not serve an expert affidavit by the court-ordered deadline constitutes an effort to point out gaps in the plaintiff's proof. Gaps in plaintiff's proof, however, cannot serve as a basis to grant defendant's motion, on which he bears the burden as the moving party (*see* *FaÇade Tech., LLC v CNY Constr. 701 LLC*, 237 AD3d 469, 470 [1st Dept 2025]).

In any event, the general requirement that a plaintiff produce an expert opinion in opposition to summary judgment "may be dispensed with where ordinary experience of the fact finder provides sufficient basis for judging the adequacy of the professional service" (*Estate of Nevelson v Carro, Spanbock, Kaster & Cuiffo*, 259 AD2d 282, 283 [1st Dept 1999] [internal quotation marks and citations omitted]). The record testimony revealed that defendant made a material change to the separation agreement and misrepresented to plaintiff that her former employer had agreed to the change even though he had not contacted the employer to discuss the change. Further, the evidence showed that defendant instructed plaintiff to sign an affidavit stating that she had made the change, falsely representing to plaintiff that the statement in the affidavit was a legal requirement imposed by the federal court. In light of this testimony, deciding whether defendant performed with ordinary and reasonable skill and knowledge would be "within the competence of the jury deciding the issue" (*Kulak v Nationwide Mut. Ins. Co.*, 40 NY2d 140, 148 [1976]).

Contrary to defendant's assertions, he has not shown as a matter of law that he merely chose "one among several reasonable courses of action" (*Rosner v Paley*, 65 NY2d 736, 738 [1985]), that his material change to the separation agreement had some "reasonable strategic explanation" warranting application of the attorney judgment rule (*Pillard v Goodman*, 82 AD3d 541, 542 [1st Dept 2011]), or that the legal malpractice cause of action is based on plaintiff's mere "dissatisfaction with defendant[s] strategic choices and tactics" (*Genet v Buzin*, 159 AD3d 540, 540 [1st Dept 2018]).

In addition, defendant also failed to disprove that plaintiff "would not have incurred any damages but for defendant's negligence" (*see* *Rudolf v Shayne, Dachs, Stanisci, Corker & Sauer*, 8 NY3d 438, 442 [2007]). On the contrary, the evidence demonstrates that plaintiff was found to have fraudulently executed the separation agreement as a result of defendant's actions. Moreover, the federal court eventually ordered plaintiff to refund her severance to the former employer with interest, and the former employer filed a satisfaction of judgment showing that she paid the money back. A fact finder could also determine based on the evidence that plaintiff struggled to find employment because the findings against her, directly resulting from defendant's actions, were publicly available, and that the impact of the findings was "actual and ascertainable" (*Nomura Asset Capital Corp. v Cadwalader, Wickersham & Taft LLP*, 26 NY3d 40, 50 [2015]).

As for the breach of contract claim, the existence of a contract for legal representation on a contingency basis is evident from the undisputed facts that defendant reviewed a separation

agreement for plaintiff and represented her in the federal action for several years (*see Alloy Advisory, LLC v 503 W. 33rd St. Assoc., Inc.*, 195 AD3d 436, 436-437 [1st Dept 2021]). Defendant also failed to carry his prima facie burden of showing that this cause of action is duplicative of the malpractice cause of action, as plaintiff testified that defendant specifically agreed to negotiate with her former employer over the proffered separation agreement and that he agreed to get the federal case sealed, but did not fulfill either of those promises (*see Reidy v Martin*, 77 AD3d 903, 903 [2d Dept 2010]; *cf. Sage Realty Corp. v Proskauer Rose*, 251 AD2d 35, 38-39 [1st Dept 1998]).

However, defendant cannot be liable for breach of contract for any damages arising from the unsealing of the federal case. The record demonstrates that the federal case was unsealed after a third party moved for this relief on First Amendment grounds and the federal court held that the interests of the public required access to the docket. Thus, the unsealing resulted from an intervening cause, not from any action by defendant (*see Brooks v Lewin*, 21 AD3d 731, 734 [1st Dept 2005], *lv denied* 6 NY3d 713 [2006]).

Furthermore, plaintiff is not entitled to attorney's fees, as she identifies no statute, agreement, or court rule authorizing an award of such fees in this action (*see Fiduciary Ins. Co. of Am. v Medical Diagnostic Servs., P.C.*, 150 AD3d 498, 498 [1st Dept 2017]).

THIS CONSTITUTES THE DECISION AND ORDER OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT.

ENTERED: May 5, 2026

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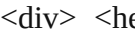
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PER CURIAM.

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This decision is uncorrected and subject to revision before publication in the Official Reports.

Anu Allen,

Plaintiff-Respondent, </p> <p>v</p> <p>Christopher Thompson, Esq., Defendant-Appellant.</p>
</div> <p>Decided and Entered: May 05, 2026</p> <p>Index No. 160342/20|Appeal No. 6531|Case No. 2025-07729|</p> <p>Before: Manzanet-Daniels, J.P., Kapnick, Rodriguez, Pitt-Burke, O'Neill Levy, JJ. </p> <div> <p>Law Office of Christopher Thompson, West Islip (Christopher Thompson of counsel), for appellant.</p> <p>Ballon Stoll P.C., New York (Tyler Fierro of counsel), for respondent.</p> </div> [*1] <p>Order, Supreme Court, New York County (Sabrina Kraus, J.), entered May 15, 2025, which denied defendant's motion for summary judgment dismissing the complaint, unanimously modified, on the law, the motion granted to dismiss the cause of action for breach of contract insofar as that cause of action is premised on defendant's alleged agreement to have plaintiff's prior federal court action sealed, and otherwise affirmed, without costs.</p> <p>Plaintiff brings this legal malpractice action against the attorney who represented her in connection with her termination from her employment at Chanel, Inc. and ultimately commenced a discrimination action on her behalf against her former employer in federal court. According to plaintiff, as a result of changes that defendant made to the separation agreement with her former employer, the employer ultimately countersued her for fraudulent misrepresentation in connection with the agreement and, among other things, forced her to repay her severance package with interest. Plaintiff further alleges that although defendant repeatedly assured her that the federal court suit would be sealed to protect her reputation, the suit is currently unsealed.</p> <p>Defendant did not sustain his prima facie burden of establishing his entitlement to summary judgment dismissing the legal malpractice cause of action, as he failed to submit an expert opinion demonstrating that he "did not perform below the ordinary reasonable skill and knowledge commonly possessed by a member of the legal profession" (<i>Darby & Darby v VSI Intl.</i>, 95 NY2d 308, 313 [2000]; <i>see North Flats LLC v Belkin Burden Goldman, LLP</i>, 217 AD3d 427, 427-428 [1st Dept 2023]). In addition, without an expert affidavit, defendant did not sustain his burden of showing as a matter of law that the claimed departure did not proximately cause the plaintiff to sustain damages (<i>see</i> <i>North Flats LLC</i>, 217 AD3d at 428; <i>Casey v Exum</i>, 219 AD3d 456, 457 [2d Dept 2023]).</p> <p>Defendant's assertion that he is entitled to summary judgment because plaintiff did not serve an expert affidavit by the court-ordered deadline constitutes an effort to point out gaps in the plaintiff's proof. Gaps in plaintiff's proof, however, cannot serve as a basis to grant defendant's motion, on which he bears the burden as the moving party (<i>see</i> <i>FaÇade Tech., LLC v CNY Constr. 701 LLC</i>, 237 AD3d 469, 470 [1st Dept 2025]).</p> [*2] <p>In any event, the general requirement that a plaintiff produce an expert opinion in opposition to summary judgment "may be dispensed with where ordinary experience of the fact finder provides sufficient basis for judging the adequacy of the professional service" (<i>Estate of Nevelson v Carro, Spanbock, Kaster & Cuiffo</i>, 259 AD2d 282, 283 [1st Dept 1999] [internal quotation marks and citations omitted]). The record testimony revealed that defendant made a material change to the separation agreement and misrepresented to plaintiff that her former employer had agreed to the change even

though he had not contacted the employer to discuss the change. Further, the evidence showed that defendant instructed plaintiff to sign an affidavit stating that she had made the change, falsely representing to plaintiff that the statement in the affidavit was a legal requirement imposed by the federal court. In light of this testimony, deciding whether defendant performed with ordinary and reasonable skill and knowledge would be "within the competence of the jury deciding the issue" (*Kulak v Nationwide Mut. Ins. Co.*, 40 NY2d 140, 148 [1976]).

Contrary to defendant's assertions, he has not shown as a matter of law that he merely chose "one among several reasonable courses of action" (*Rosner v Paley*, 65 NY2d 736, 738 [1985]), that his material change to the separation agreement had some "reasonable strategic explanation" warranting application of the attorney judgment rule (*Pillard v Goodman*, 82 AD3d 541, 542 [1st Dept 2011]), or that the legal malpractice cause of action is based on plaintiff's mere "dissatisfaction with defendant[s] strategic choices and tactics" (*Genet v Buzin*, 159 AD3d 540, 540 [1st Dept 2018]).

In addition, defendant also failed to disprove that plaintiff "would not have incurred any damages but for defendant's negligence" (*see* *Rudolf v Shayne, Dachs, Stanisci, Corker & Sauer*, 8 NY3d 438, 442 [2007]). On the contrary, the evidence demonstrates that plaintiff was found to have fraudulently executed the separation agreement as a result of defendant's actions. Moreover, the federal court eventually ordered plaintiff to refund her severance to the former employer with interest, and the former employer filed a satisfaction of judgment showing that she paid the money back. A fact finder could also determine based on the evidence that plaintiff struggled to find employment because the findings against her, directly resulting from defendant's actions, were publicly available, and that the impact of the findings was "actual and ascertainable" (*Nomura Asset Capital Corp. v Cadwalader, Wickersham & Taft LLP*, 26 NY3d 40, 50 [2015]).

As for the breach of contract claim, the existence of a contract for legal representation on a contingency basis is evident from the undisputed facts that defendant reviewed a separation agreement for plaintiff and represented her in the federal action for several years (*see Alloy Advisory, LLC v 503 W. 33rd St. Assoc., Inc.*, 195 AD3d 436, 436-437 [1st Dept 2021]). Defendant also failed to carry his prima facie burden of showing that this cause of action is duplicative of the malpractice cause of action, as plaintiff testified that defendant specifically agreed to negotiate with her former employer over the proffered separation agreement and that he agreed to get the federal case sealed, but did not fulfill either of those promises (*see* *Reidy v Martin*, 77 AD3d 903, 903 [2d Dept 2010]; *cf.* *Sage Realty Corp. v Proskauer Rose*, 251 AD2d 35, 38-39 [1st Dept 1998]).

However, defendant cannot be liable for breach of contract for any damages arising from the unsealing of the federal case. The record demonstrates that the federal case was unsealed after a third party moved for this relief on First Amendment grounds and the federal court held that the interests of the public required access to the docket. Thus, the unsealing resulted from an intervening cause, not from any action by defendant (*see* *Brooks v Lewin*, 21 AD3d 731, 734 [1st Dept 2005], *lv*

denied 6 NY3d 713 [2006]).

Furthermore, plaintiff is not entitled to attorney's fees, as she identifies no statute, agreement, or court rule authorizing an award of such fees in this action (*see* Fiduciary Ins. Co. of Am. v Medical Diagnostic Servs., P.C., 150 AD3d 498, 498 [1st Dept 2017]).

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PER CURIAM.

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summary judgment dismissing the legal malpractice cause of action, as he failed to submit an expert opinion demonstrating that he "did not perform below the ordinary reasonable skill and knowledge commonly possessed by a member of the legal profession" (*Darby & Darby v VSI Intl.* , 95 NY2d 308, 313 [2000]; see *North Flats LLC v Belkin Burden Goldman, LLP* , 217 AD3d 427, 427-428 [1st Dept 2023]). In addition, without an expert affidavit, defendant did not sustain his burden of showing as a matter of law that the claimed departure did not proximately cause the plaintiff to sustain damages (see *North Flats LLC* , 217 AD3d at 428 ; *Casey v Exum* , 219 AD3d 456, 457 [2d Dept 2023]). Defendant's assertion that he is entitled to summary judgment because plaintiff did not serve an expert affidavit by the court-ordered deadline constitutes an effort to point out gaps in the plaintiff's proof. Gaps in plaintiff's proof, however, cannot serve as a basis to grant defendant's motion, on which he bears the burden as the moving party (see *FaÇade Tech., LLC v CNY Constr. 701 LLC* , 237 AD3d 469 , 470 [1st Dept 2025]).

[*2] In any event, the general requirement that a plaintiff produce an expert opinion in opposition to summary judgment "may be dispensed with where ordinary experience of the fact finder provides sufficient basis for judging the adequacy of the professional service" (*Estate of Nevelson v Carro, Spanbock, Kaster & Cuiffo* , 259 AD2d 282, 283 [1st Dept 1999] [internal quotation marks and citations omitted]). The record testimony revealed that defendant made a material change to the separation agreement and misrepresented to plaintiff that her former employer had agreed to the change even though he had not contacted the employer to discuss the change. Further, the evidence showed that defendant instructed plaintiff to sign an affidavit stating that she had made the change, falsely representing to plaintiff that the statement in the affidavit was a legal requirement imposed by the federal court. In light of this testimony, deciding whether defendant performed with ordinary and reasonable skill and knowledge would be "within the competence of the jury deciding the issue" (*Kulak v Nationwide Mut. Ins. Co.* , 40 NY2d 140, 148 [1976]). Contrary to defendant's assertions, he has not shown as a matter of law that he merely chose "one among several reasonable courses of action" (*Rosner v Paley* , 65 NY2d 736 , 738 [1985]), that his material change to the separation agreement had some "reasonable strategic explanation" warranting application of the attorney judgment rule (*Pillard v Goodman* , 82 AD3d 541, 542 [1st Dept 2011]), or that the legal malpractice cause of action is based on plaintiff's mere "dissatisfaction with defendant['s] strategic choices and tactics" (*Genet v Buzin* , 159 AD3d 540 , 540 [1st Dept 2018]). In addition, defendant also failed to disprove that plaintiff "would not have incurred any damages but for defendant's negligence" (see *Rudolf v Shayne, Dachs, Stanisci, Corker & Sauer* , 8 NY3d 438, 442 [2007]). On the contrary, the evidence demonstrates that plaintiff was found to have fraudulently executed the separation agreement as a result of defendant's actions. Moreover, the federal court eventually ordered plaintiff to refund her severance to the former employer with interest, and the former employer filed a satisfaction of judgment showing that she paid the money back. A fact finder could also determine based on the evidence that plaintiff struggled to find employment because the findings against her, directly

resulting from defendant's actions, were publicly available, and that the impact of the findings was "actual and ascertainable" (*Nomura Asset Capital Corp. v Cadwalader, Wickersham & Taft LLP* , 26 NY3d 40, 50 [2015]). [*3] As for the breach of contract claim, the existence of a contract for legal representation on a contingency basis is evident from the undisputed facts that defendant reviewed a separation agreement for plaintiff and represented her in the federal action for several years (see *Alloy Advisory, LLC v 503 W. 33rd St. Assoc., Inc.* , 195 AD3d 436 , 436-437 [1st Dept 2021]). Defendant also failed to carry his prima facie burden of showing that this cause of action is duplicative of the malpractice cause of action, as plaintiff testified that defendant specifically agreed to negotiate with her former employer over the proffered separation agreement and that he agreed to get the federal case sealed, but did not fulfill either of those promises (see *Reidy v Martin* , 77 AD3d 903, 903 [2d Dept 2010]; cf. *Sage Realty Corp. v Proskauer Rose* , 251 AD2d 35, 38-39 [1st Dept 1998]). However, defendant cannot be liable for breach of contract for any damages arising from the unsealing of the federal case. The record demonstrates that the federal case was unsealed after a third party moved for this relief on First Amendment grounds and the federal court held that the interests of the public required access to the docket. Thus, the unsealing resulted from an intervening cause, not from any action by defendant (see *Brooks v Lewin* , 21 AD3d 731, 734 [1st Dept 2005], lv denied 6 NY3d 713 [2006]). Furthermore, plaintiff is not entitled to attorney's fees, as she identifies no statute, agreement, or court rule authorizing an award of such fees in this action (see *Fiduciary Ins. Co. of Am. v Medical Diagnostic Servs., P.C.*, 150 AD3d 498, 498 [1st Dept 2017]). THIS CONSTITUTES THE DECISION AND ORDER OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT. ENTERED: May 5, 2026 Court Decisions All Court Decisions Official Reports Service Bound Volumes Decision Search Resources RSS Feeds Style Manual Citation Tools Opinion Formatting & Privacy Guidelines Opinion Selection Criteria Legal Research Portal Site Index About About the Law Reporting Bureau About our Operations Contact Us Twitter Quick Contact Info 17 Lodge Street Albany, NY 12207 Phone: (518) 453-6900 Links to or from other sites do not signify endorsement or relationship with them.