

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

summary judgment

civil procedure

breach of contract

standard of review

attorney fees

PRACTICE AREAS

legal malpractice

contracts

civil procedure

appellate procedure

remedies

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)