

Maltese v Metropolitan Transportation Auth., 179 AD3d 780 (2d Dept 2020): In this wrongful death action, Tracy was able to secure a reversal of the lower court's order which denied Corato I Pizza & Restaurant Corp.'s motion to dismiss New York Transit Authority's contractual indemnification cross-claim.

Pham Tran v Utica First Ins. Co., 181 AD3d 839 (2d Dept 2020): The Second Department upheld a declaration that Utica First did not owe a defense or indemnity to Pham Tran since Pham Tran was not named as an additional insured under the policy until after the underlying accident.

Eskridge v TJBMEnters, Inc., 171 AD3d 1135 (2d Dept 2019): The Second Department upheld the lower court's granting of summary judgment in favor of a building owner, finding that the building's door was not defective as a matter of law.

Grande v Won Hee Lee, 171 AD3d 877 (2d Dept 2019): The Second Department held that a defendant store owner was entitled to a dismissal of a memory-impaired plaintiff's stair-accident case, on grounds that plaintiff could not identify the cause of the fall without speculating and that it was just as likely plaintiff lost balance due to his intoxication.

U.S. Bank Trust, NA v Aorta, 167 AD3d 807 (2d Dept 2018): On behalf of a homeowner, Tracy was able to secure an affirmance of the Supreme Court's Order dismissing an action to foreclose a mortgage, on the grounds that it was barred by the statute of limitations.

Allstate Ins. Co. v Travelers, 159 AD3d 982 (2d Dept 2018): Successfully defended an arbitration award, resulting in Travelers recouping the entire payment made to its insured pursuant to basic economic loss and optional basic economic loss coverage.

Lam v 2 W. Nightlife, Inc., 159 AD3d 527 (1st Dept 2018): The Second Department upheld the lower court's denial of plaintiff's motion to compel a witness with knowledge of the maintenance of its security surveillance video, finding no impropriety regarding the destruction of earlier footage.

Hockman v Burrelllys, 2017 NJ Super Unpub LEXIS 2484 (NJ Super 2017): In a case featured in New Jersey law firm websites, blogs and other publications, Tracy secured an Appellate Decision in which the Court vacated a \$1,280,081 Judgment (the 8<sup>th</sup> largest verdict in N.J. in 2017 according to Top Verdict) against a sub shop in a purported slip and fall action and rejected the trial judge's jury charge on the mode-of-operation doctrine.

Razza v LP Petroleum Corp., 153 AD3d 740 (2d Dept 2017): Tracy achieved a reversal of the denial of Carlos Mejia Landscaping's motion for summary judgment, finding that plaintiff's theory of the case was based upon an "assumption".

Nunez v LMJ Vision, Inc., 148 AD3d 496 (1st Dept 2017): Tracy was able to secure a modification of the lower court's order on behalf of Inter-Next NYC, Inc. that resulted in the denial of summary judgment on common-law indemnification claims against Inter-Next.

Rosenbaum, Rosenfeld & Sonnenblick, LLP v Excalibur Group, 146 AD3d 489 (1st Dept 2017): Tracy obtained a unanimous reversal of the denial of a plumbing company's motion for summary judgment. The Court held that the plumber did not have a duty to detect and/or correct an improper connection between plumbing lines that was outside the scope of its contract.

Marte v 102—6 43 Ave., LLC, 135 AD3d 457 (1st Dept 2016): Tracy achieved a unanimous reversal of an order which denied a building owner's motion to vacate a default judgment. Tracy was ultimately able to use the appellate decision to achieve summary judgment based on the "law of the case doctrine."

Bardales v VAM Realty Corp., 124 AD3d 707 (2d Dept 2015): The Second Department affirmed the granting of summary judgment to the store owner, finding that it would be speculative to determine that any of the alleged stairway and railing defects raised by the plaintiff, rather than a misstep or loss of balance, proximately caused the accident.

Jericho Atrium Assoc v Travelers Prop. Cas. Co. of Am., 106 AD3d 879 (2d Dept 2013): The Second Department reversed the lower court's finding of a defense and indemnification obligation on the part of Travelers since the policy predicated coverage upon the sustaining of bodily injury during the policy period, regardless of whether the negligent acts which allegedly caused the occurrence took place during the policy period.

Katz v Eastern Constr. Developing & Custom Homes, Inc., 100 AD3d 830 (2d Dept 2012): The Second Department affirmed the granting of summary judgment to defendant Eastern Construction, holding that the cause of the blow-torch fire was unrelated to Eastern's work.

Burwell v City of New York, 97 AD3d 617 (2d Dept 2012): Tracy achieved a reversal of the denial of defendant property owners' and lessee's motion for summary judgment in a case where the plaintiff-driver struck the protruding base of a fire hydrant as she drove over a sidewalk while attempting to enter the parking lot.

Serrano v Popovic, 91 AD3d 626 (2d Dept 2012): In this Labor Law and negligence action arising from the death of a construction worker who fell from the main roof, the Second Department upheld the granting of summary judgment to Pami Construction Corp. on sole proximate cause grounds.

Garcia-Rosales v 370 Seventh Ave. Assoc., LLC, 88 AD3d 464 (1st Dept 2011): The Court affirmed summary judgment in favor of an out-of-possession building owner in a stair-accident case, finding that it was not contractually obligated to make repairs and the accident was caused by a nonstructural defect.

Burlington Ins. Co. v Utica First Ins. Co., 71 AD3d 712 (2d Dept 2010): In this declaratory judgment action, the Second Department reversed a lower court order and declared that Utica First was not obligated to defend or indemnify a construction manager, since an unsigned contract that was not fully performed at the time of an accident was not considered "executed" under the blanket additional insured endorsement.

2-10 Jerusalem Ave. Realty v Utica First Insurance Co., 62 AD3d 481 (1st Dept 2009): Tracy obtained a reversal of the denial of Utica First Insurance Company's motion for summary judgment. The Court held that a tenant's signed, written request for retroactive cancellation did not violate the "midnight rule".

Esformes v Brinn, 52 AD3d 459 (2d Dept 2008): The Court affirmed that the lower court lacked subject matter jurisdiction over causes of action related to the termination of a Rabbi's contract since the issues would entangle the Court in a religious controversy in violation of the US Constitution.