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### Inside this issue:

President's Post  
Page 1

Installation Dinner  
Page 2 - 3

Will Execution Formalities  
Page 4 - 9

Technology Tips for  
Attorneys and Save the  
Date  
Page 10 - 11

Commercial Litigation  
Issues of Interest & Law  
Day  
Page 12 - 13

The Practice Page  
Page 14

Committee Corner, CLE  
& Classified Ads  
Page 15 - 16

Sabrina Charles-Pierre,  
Editor

# ROCKLAND COUNTY BAR ASSOCIATION



# NEWSBRIEF

[www.rocklandbar.org](http://www.rocklandbar.org)

June 2019

## PRESIDENT'S POST

Greetings Bar Members:

Well, what can I say? It's that time when I address the members of RCBA and offer insight into the new and exciting things going on in the Association. But this post is different. As I sit here penning my final President's Post, I am...can it be...at a loss for words? Anyone who knows me, knows that I have inherited the "gift of gab", but still, I am at a loss as to how to express all that I wish to say. Firstly, I am stunned at how quickly this year has flown. It feels like yesterday that I was accepting my second term as President and now, we are here, one year later, passing the baton to the next crop of officers. Secondly, we have accomplished much over this year... but not just this year, the last two years as RCBA President has been a storm of good work, advancements and milestones and none of it would have been possible if it were not for the hard-working members of our Board and Association. I am very proud our achievements and I wish to highlight a few: I had the distinct honor of leading the organization during its 125th Anniversary. With that milestone, we were able to pay tribute to the RCBA with our wonderful display at the Historical Society; Share Commemorative Mugs with our members; Host our first Annual Member BBQ; and Honor our Chief Judge, Janet DiFiore at our annual dinner. I am equally proud of our committees and all their hard work. We were able to bring Mock Trial back to Rockland County and we saw our school participation grow from five schools in our first year to eleven schools this year. I formed the first Diversity Committee of the RCBA. It is time that we open our minds and experiences in ways that we might not have done before, and the Diversity Committee will be one of the major avenues in effectuating this change. I am so grateful for the foundation that is being laid for the great work the committee will produce in the coming years. The immigration committee took swift action when it was apparent that our County needed assistance with legal services for the members of our immigrant communities. We worked side by side with Catholic Charities, a partnership that I hope will continue to flourish. Also, we have seen a marked increase in our Membership. These new members will bring new insights that will only enhance our Association, encouraging its growth. I am proud of this; of all of this and so much more. Thirdly, I am excited to work with our new President, Keith Braunfotel, Esq. Keith is a born leader and will energetically lead the Association, working hard while being open to new and exciting ideas for the RCBA. Finally, I wish to thank the RCBA Board and Staff. Nancy Low-Hogan, Manuela Gomez and Sabrina Charles-Pierre... what can I say? We would not be able to produce the good work and programs that we do without your hard work and dedication. You are a well-oiled machine and I tip my hat to you three. Thank you to the Board of Directors for working with me these past two years. It truly has been a wonderful experience. Two years ago, I promised I would "Get up, Dress up & Show up" for you every day. I hope you feel that I have kept this promise.

Wishing You Well,  
Andrea F. Composto, Esq.  
President, RCBA



**ROCKLAND COUNTY BAR ASSOCIATION  
INSTALLATION DINNER  
AND  
SWEARING-IN OF NEW OFFICERS**

**JOIN US AS WE RECOGNIZE THIS YEAR'S HONOREES:**

**ISABEL L. BECKER - THE LIFETIME ACHIEVEMENT AWARD**

**DR. DUNCAN ROGERS LEE II - THE STERNS AWARD**

**RICHARD A. GLICKEL - THE COMMITTEE CHAIR OF THE YEAR AWARD**

**Thursday, June 20, 2019**

**6:00 p.m. – Cocktails** (includes beer, wine & soda)

**7:00 p.m. – Dinner**

**Double Tree Hilton**

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**\$75.00/pp – in advance ~ \$85.00/pp – at the door**

**Please RSVP by June 14th**

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**Officers for 2019-20:**

**Keith I. Braunfotel – President**

**Ricki H. Berger – Vice President**

**Laura M. Catina – Treasurer**

**Hon. William Sherwood – Secretary**

These Officers will be sworn in at the Installation Dinner Meeting

Which will be held on Thursday, June 20, 2019, 6:00 P.M.

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**Will Execution Formalities  
(or How to Bequeath an Orange)**

**By Keith J. Cornell, Surrogate, and Aimee M. Pollak, Court Attorney**

So much has been written about proper will execution formalities that one would think that will challenges as to due execution would be rare. Yet, the caselaw discussing errors involving will executions is voluminous.<sup>1</sup> With the hopes of helping practitioners to avoid laying the foundation for future due execution caselaw, we planned to create a brief checklist. That brief checklist now runs 4 pages. Thus, the difference between how normal people give others an orange and how lawyers do it.

NORMAL PERSON:

Have this orange.

LAWYER:

I need you to sign this in front of two witnesses, neither of whom is getting the orange:

I, hereby give, devise, and bequeath you all and singular my estate and interest, right, title and claim, and advantage of and in that orange, with all its rind, skin, juice, pulp, and pits, and all right and advantage therein, with full power to bite, cut, squeeze, suck, and otherwise eat or consume the same away, with or without its rind, skin, juice, pulp, and pits, anything hereinbefore, or hereinafter, or in any other deed or deeds, instrument or instruments of whatsoever nature or kind to the contrary in any wise notwithstanding.

When clients wish to successfully bequeath their oranges or, for that matter, any other property, whether real or personal, tangible or intangible and/or hereditaments, whether corporeal

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<sup>1</sup> A Shepard's search on Lexis reveals over 400 published cases involving due execution. There is no way to know how many unpublished decisions have been written by Surrogates on this one topic.

or incorporeal, the execution formalities of EPTL 3-2.1 must be carefully observed. Adhering to the execution formalities can avoid a will challenge entirely, or at least provide the basis to win on summary judgment when challenged. Remember that you may be called as a witness in an SCPA 1404 examination (and in depositions and at trial) in the event of a will challenge. Having a standard protocol that you follow at each execution will make it easier for you to cogently testify to having complied with the formalities in any particular case.<sup>2</sup> Also remember that having an attorney supervise the ceremony gives a presumption of validity. Finally, remember that the Surrogate's Court must be satisfied with the validity of the will and must independently examine the will, its attestation clause and the self-proving affidavit before granting a probate petition.

#### Before the Signing Ceremony

- Have the client **review the draft** and offer corrections before coming to the office to sign. Avoid making any handwritten changes to the will. Nothing in the will should be crossed out or whited out.
- Have a **single clean copy of the will printed out and stapled** together. Do not have the testator execute duplicate original wills; that would necessitate probating multiple original documents. **NEVER REMOVE STAPLES FROM THE WILL.**<sup>3</sup>
- All pages should be numbered. Numbering such as "1 of 10", "2 of 10" is best.
- Ensure that **testator's signature line is at the end of the will**. Although matter following the testator's signature does not automatically invalidate the matters preceding the signature, the court has discretion to not give effect to matters preceding the signature if they are "so

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<sup>2</sup> While this article is addressed only to execution formalities, it is important for the practitioner to develop a well-drafted will template, attestation clause, and self-proving affidavit each of which comply with the statutory requirements and can be easily modified as needed.

<sup>3</sup> Removing staples will require submission an affidavit when the will is offered for probate to explain why the staples were removed and swearing that no pages were added, deleted, or substituted.



incomplete as not to be readily comprehensible without the aid of matter which follows the signature...” (EPTL 3-2.1(a)(1)(A)). Avoid this issue by making sure that all provisions precede the signature line.<sup>4</sup>

- New York prohibits incorporation by reference into a will. Ensure that no schedules or exhibits are annexed to the will or referenced in the will.
- It is best to have the **testator’s signature line on the same page as the attestation clause and witness signatures.**

#### At the Ceremony

- The signing ceremony should include the **testator, at least two witnesses** who are not beneficiaries, **and a notary**. The supervising/drafting lawyer may serve as one of the witnesses and may also notarize the signature of the other witness.
- Exclude family** or third-parties from the room.<sup>5</sup>
- The ceremony **should not to be interrupted** and no one should enter or leave the room.
- The testator must **declare the instrument** in the witnesses’ presence to be his/her last will and testament. This declaration should be out loud if at all possible.<sup>6</sup>
- The testator must expressly **request the witnesses to witness** his/her signature on the will.<sup>7</sup>

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<sup>4</sup> EPTL 3-2.1(a)(1)(B) expressly provides that, other than the attestation clause, no matter following the testator’s signature shall be given effect.

<sup>5</sup> It is not unusual for an adult relative of a testator to contact the lawyer, arrange an appointment, relay the testator’s wishes and drive the testator to appointments and pay the lawyer’s bill. All of these activities will be scrutinized in the event of a will challenge alleging undue influence and/or lack of testamentary capacity. It is incumbent upon the lawyer to be cautious to avoid situations which can be used to attack the integrity of the will preparation process. This is of particular importance if the person who made the arrangements is disproportionately benefitted in the will.

<sup>6</sup> EPTL 3-2.1(b) provides that the execution formalities “need not be followed in the precise order set forth” in the statute provided that all of the requisite formalities are performed satisfactorily to the Surrogate. Conventional practice is for the testator to sign after declaring the instrument to be his/her will before signing.

<sup>7</sup> While the actual signing can be done outside of the witnesses’ presence and then acknowledged by the testator to the witnesses, EPTL 3-2.1(a)(2), this is not ideal and would be an area ripe for inquiry in a contest.

- The testator should **sign the will** while the witnesses are watching.<sup>8</sup>
- Optional: Some practitioners have the testator sign or initial on each page of the will. While not required, these practices can help ward off a claim of page substitution.
- There is **no requirement** that the will be read to the testator, that the witnesses witness the testator read the will, or even that the witnesses have any knowledge as to whether the testator did, in fact, read the instrument **unless** the testator is visually impaired, unable to read or does not read English. In these cases, the will's proponent will need to show by a preponderance of the evidence that the testator actually knew and understood the contents of the will. Therefore, when the testator is visually impaired, cannot read, or cannot read English, the will should be read aloud or the testator should be questioned in front of the witnesses to establish that he/she knows and understands the will's contents.
- **Direct the witnesses to read the attestation clause** (or read it to them) before they sign. There is a presumption that the testator duly executed the will when there is an attestation clause, provided that the witnesses read the clause. Woolley v. Woolley, 95 N.Y. 231 (1884).
- Have the **attesting witnesses sign the attestation clause** and fill in their home addresses.<sup>9</sup>
- Have the attesting **witnesses each sign the SCPA 1406 self-proving affidavit** in the presence of the notary.

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<sup>8</sup> If the testator is not physically capable of signing, the testator may have another person, in the testator's "presence and by [the testator's] direction" sign the testator's name on the will. That person must also sign their own name and write their address. That person does not count as one of the two witnesses. EPTL 3-2.1(a)(1)(C).

<sup>9</sup> EPTL 3-2.1(a)(4) requires the attesting witnesses to affix their signatures and their "residence addresses at the end of the will," but the statute also provides that the failure of a witness to include the address does not affect the will's validity.

- If the testator did not sign the instrument him or herself, or signed with a mark, or if the testator is blind or deaf, or does not read, or does not read English, make sure that **the attestation clause and/or self-proving affidavit are tailored** to recite these specific details.
- If the attorney is a named fiduciary, the SCPA 2307-a disclosure must be executed by the testator at time of will execution. Failure to do so will result in 50% reduction in attorney- fiduciary commission. The statute provides the language to be used for the disclosure.<sup>10</sup>

#### After the ceremony

- Always **retain a photocopy of the executed will**. If the original is lost, it is possible to probate a copy pursuant to SCPA 1407.
- Make appropriate **provision for storing the original will**. If the client is taking custody of the original, then instructions should be given as to how to safeguard the will and what not to do with it. Client should not remove staples or write on it. If the attorney is going to maintain the original will for safe-keeping, note that the lawyer cannot charge a retrieval fee when the testator or executor requests that it be turned over, unless previously agreed upon.
- Consider carefully whether to retain originals of prior wills without destroying them. Under some circumstances, it may be wise to retain originals of prior wills. While the latest will revokes the prior wills, if the latest one is invalid, then probating an earlier one may be desirable<sup>11</sup>. If, however, the earlier will is antithetical to the testator's wishes, it may be best to destroy it and document its destruction.

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<sup>10</sup> While not on the topic of will execution, please note that 22 NYCRR 207.52 requires the attorney-fiduciary to file an accounting within twelve (12) months of the issuance of letters testamentary or twenty-four (24) months if a federal estate tax return is required.

<sup>11</sup> Even an unprobated later will can form the basis of a claim that earlier wills have been revoked. See Will of Harper, 2019 NYLJ LEXIS 853 (09/209/A), NYLJ, Mar. 22, 2019 at p.39, col.6).



Hopefully, if you follow these guidelines, you will be able to avoid having your client's bequest of an orange derailed by a due execution challenge. Whether the instrument will survive a challenge to testamentary capacity is another question, as is how fresh the orange will be once all litigation is resolved. Those matters may be ripe for appeal.

## **IT'S DUES TIME!**

**This is a friendly reminder that it is time to pay your 2019-20  
RCBA Membership Dues.**

**Annual Dues for 2019-20 for regular Members are \$185.00.**

**Renew and pay online by clicking [here](#), or send in the Renewal Form that was  
sent to you in the mail with your check.**

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Sabrina Charles-Pierre, Program Coordinator, at [sabrina@rocklandbar.org](mailto:sabrina@rocklandbar.org), or  
call**

**Sabrina at 845-634-2149. Enjoy the rest of your summer!**

**Renew now**



## TECHNOLOGY TIPS FOR ATTORNEYS

submitted by

**Michael Loewenberg\***

### Backing Up Your Data

Whether you are a single practitioner or a large firm, you need to back up your files. Let's take the mystery out of backups so you can make an informed decision about the kind of back up support you need for your law firm.

When you create a Word document, that file is saved on your computer or on a shared disk in your office. Backing up that file means that a copy of it needs to be saved elsewhere in case something happens to the original file. Backups can take many forms but the most important thing to consider is that you can easily retrieve your work if the original file becomes unavailable or unusable.

When considering your back up mechanism, keep in mind that it should offer the ability to protect and retrieve your information should something happen to your office. For example, many people back up to an external hard drive connected to their computer, thinking that it is sufficient but if something happens to your building like a flood or fire, your original data and your back up are gone.

Imagine that your files were not available for a week. What would you do? Having a backup in multiple locations would insulate you from that business risk.

Consider an offsite backup solution – you can save your files on a secure, cloud-based service like Dropbox or Google Drive – both offer automated backup capabilities. Also take a look at Backblaze ([backblaze.com](http://backblaze.com)). Backblaze automatically keeps all your files backed up on its secure servers and includes backing up an external drive connected to your computer. With Dropbox, Drive and Backblaze, your files are available on the Internet and on your smart phone, making you location independent: you could work on your files at home when there is a foot of snow on the ground.

A backup solution that automatically backs up your files so you don't have to worry about remembering to do it could be important if something happens to a file in the afternoon that you were working on all morning; you could retrieve it from the backup so your work isn't wasted.

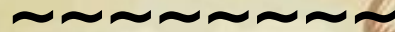
Firms with multiple workers often store its files on a server. The server still needs to be backed up so that, in the event of an emergency, your information would be available so you could do your work. For example, your server could stop working and you would lose access to your client information until it is repaired and the data recovered. You need to have access to a quick recovery method so that you will be able to do your work in the event of a server failure

A bit more about servers: servers often have multiple disks configured together in a RAID set up. RAID means Redundant Array of Independent Disks. The software in the server makes those disks appear as a single drive so if one of them fails, the other three continue to work without interruption – pretty cool! You still need to back up your server though. Fire, water and server failure put your data at risk, even when files are stored on multiple disks.

Having a backup scheme in place is critical. It's just as important to test the recovery of your backed up data. Once a week, look at your backup and make sure you can access and open your files. Look from your home or from your phone. Knowing your files are secure and accessible will make you feel better when the weather turns ominous.

---

\*Michael Loewenberg is the President of MESH Business Solutions, Inc., New City, NY, 10956 and he is also an Affiliate Member of the RCBA.



**Save the date!**

**Thursday, OCTOBER 24, 2019**

# **RCBA ANNUAL DINNER**

**Pearl River Hilton**



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## **MEMO**

### **TO ALL RCBA COMMITTEE CHAIRS & VICE- CHAIRS**

The Association is seeking articles from your committee for publication in the Bar's monthly Newsletter. The membership would greatly benefit from your input and would appreciate it. The article does not have to be complicated or long- a succinct piece of general interest and importance would be best.

If you are able to submit an article for the Newsletter it should be sent via email to [sabrina@rocklandbar.org](mailto:sabrina@rocklandbar.org) by the 15th of the month so that the Executive Board may review it.

Thank you!



**COMMERCIAL LITIGATION ISSUES OF INTEREST****Submitted by Joseph Churgin, Esq. and Susan Cooper, Esq.\***

Your client, a real estate broker, performed a confidential marketing and valuation analyses for the owner of multi-family properties in Manhattan. The analyses included rent rolls, condition of apartments, air rights, and other information. Your client agreed with a prospective buyer to arrange for an inspection of the properties, provided the buyer first signed a confidentiality/commission agreement confirming that the analyses would be kept confidential and that the buyer would pay your client her brokerage fee upon purchase of the properties. The agreement was signed by an employee on behalf of a partnership. Both the employee and the partnership were identified in the agreement as the “Buyer.” A footnote after the signatures provided that the signatories “have apparent and actual authority to bind all employees, officers, successors, assigns and agents of all their related entities and affiliates.”

The property was eventually sold to various LLC’s, including multiple newly-formed LLCs whose members included various of the partners of the partnership that signed the agreement as buyer. The LLCs all deny any obligation to pay your client her \$3.5 million commission under the agreement, to which they were not parties.

Will your client’s claim for breach of contract survive a motion for summary judgment dismissing their breach of contract claim?

The answer is “yes.”

In *Georgia Malone & Co. Inc. v. E & M Assocs.*, NYLJ 1532699562NY15066014; 163 A.D.3d 176 (A.D. 1st Dep’t, 2018), Malone sued E & M and various of its partners, an employee, an officer, and multiple LLC’s formed to purchase the properties, for plaintiff’s broker’s commission of \$3.5 million on the sale of 85 multi-family homes in upper Manhattan. E & M and one of its partners had signed an agreement in August of 2012 to pay Malone’s commission upon sale of the properties, in return for an inspection of the property and receipt of confidential marketing and valuation analyses prepared by Malone, containing all rent rolls, rent regulation status and condition of each apartment, air rights, and other analyses.

The agreement provided that the marketing and valuation analyses would be kept confidential, and identified the “Buyer” as E & M and Michael Langer (an E & M employee who signed the agreement on behalf of E & M). The agreement provided for the buyer to pay Malone damages and expenses, including attorneys’ fees, if the buyer breached any provision of the agreement. A footnote after the signatures provided that the signatories “each have the apparent and actual authority to bind all employees, officers, successors, assigns and agents of all their related entities and affiliates to this letter agreement.”

By September of 2012, the deal had still not been finalized, and there were no further communications. In June of 2013, the owner marketed the property to another buyer, FBE. In July of 2013, an E & M partner told the owner that he was still interested if the FBE deal fell through. In October of 2013, FBE assigned its purchase agreement to an LLC owned by other member LLCs whose principals included the former partners of E & M. Title to the properties was taken by 52 related



**COMMERCIAL LITIGATION ISSUES OF INTEREST****Submitted by Joseph Churgin, Esq. and Susan Cooper, Esq.\***

successor and/or affiliated entities all controlled by the former partners of E & M.

Malone moved for partial summary judgment on its causes of action for breach of contract and attorneys' fees, noting that the defendants used the confidential information Malone had supplied, and defendants purchased property acting through an entity they created. All of the entities were at the same address, which was the address of E & M. The defendants cross-moved for summary judgment dismissing all causes of action, except for breach of confidentiality. The defendants argued that neither of the parties identified as the "Buyer" in the commission agreement (E & M and Michael Langer) had any equity interest in the properties.

The Appellate Division reinstated plaintiff's causes of action for breach of contract and attorneys' fees, which the Supreme Court had earlier dismissed by reasoning that the language after the signatures could not alter the limited definition of buyer. The Appellate Division, on the other hand, reasoned that the language of the contract was ambiguous with regard to the parties to be bound to its terms, requiring a trial on the issue of the parties' intent. The very narrow definition of buyer, and the extremely broad clause after the signatures were contradictory. Moreover, the footnote after the signatures, which included language seeking to bind "successors and assigns," could not be ignored. Quoting *Two Guys from Harrison-N.Y. v. S.R.R. Realty Assoc.*, 63 N.Y.2d 396, 403 (1984), the Court noted, in "construing a contract, one of a court's goals is to avoid an interpretation that would leave contractual clauses meaningless."

Given all of the circumstances, including the plaintiff's familiarity with E & M's history of forming new entities to take title to properties, "it is certainly plausible that the parties intended to bind not only E & M to its agreement, but also all of its individual members and employees, as well as its affiliates and successors."

*The lesson?* When drafting a contract intended to bind an entity, its principals, and any of their successor entities or affiliates, include a clause in the body of the contract specifically stating that this is the parties' intent. Otherwise, inconsistent clauses could result in an ambiguity that allows parol evidence of intent.

\*By Joseph Churgin, Esq. and Susan Cooper, Esq. of

SAVAD CHURGIN, LLP, Attorneys at Law

**THE PRACTICE PAGE****NEW STATUTE OF LIMITATIONS FOR SEX ABUSE****Hon. Mark C. Dillon \***

Effective February 14, 2019, New York changed its statute of limitations for cases that may be brought by victims of various forms of sexual abuse. The New York Child Victims Act amends provisions of CPLR Article 2 and corresponding provisions of the Criminal Procedure Law, General Municipal Law, and Judiciary Law. The public policy behind the Act is the recognition that the nature and secretiveness of sex abuse against minors interferes with the minors' short and long-term abilities to seek legal redress within the standard infancy toll of CPLR 208.

On the criminal side of the equation, CPL 30.10 was amended to provide that criminal statutes of limitations are tolled for victims under the age of 18 at the time of the abusive act(s), until the victim turns 23. This applies to any conduct violative of Penal Law Article 130 (various defined offenses such as sexual misconduct, sexual abuse, aggravated sexual abuse, and rape in various degrees), sections 255.25, 255.26, and 255.27 (incest in the first, second, and third degrees), and section 263.05 (use of a child in a sexual performance).

Civily, CPLR 208 is amended to provide, in new subparagraph (b), that for minors victimized by any of the foregoing sex offenses defined by the Penal Law, actions may be commenced for damages from physical, psychological, or other injuries or conditions, until the victim plaintiff reaches the age of 55. It matters not whether the causes of action are based on negligence, intentional tort, or both. For decades, the infancy toll of the statute of limitations has been to age 18, and for any applicable limitations periods of more than three years, those limitations were capped at three years (CPLR 208). As a result, when tolls are needed to extend the time for commencing actions, infant plaintiffs could never timely commence actions beyond, at most, age 21. These standard tolling provisions, including the post-toll three-year cap for limitations periods greater than three years, still apply to all other actions in what is now denominated in new subparagraph (a) of CPLR section 208; but the standard tolling provisions no longer apply to the defined category of sexual abuse torts, where actions may now be brought to age 55. The durational difference is significant.

A new CPLR 214-g has also been enacted. It provides that if the plaintiff or infant plaintiff seeks to commence an action based on prohibited sexual conduct against a municipality, the state, or a school district, the requirement of GML section 50-e(1)(a), that there be service of a notice of claim within 90 days of the accrual, no longer applies. The elimination of the notice of claim requirement makes sense given the nature of the surreptitious conduct that these actions involve, and the intent of the legislature to enable plaintiff victims to bring civil actions for many additional years, even decades. CPLR 214-g also provides from its effective date a one year revival period, for qualifying cases which were already time-barred or dismissed, no matter how long ago the alleged sex abuse occurred. Section 219-d has been added to the Judiciary Law authorizing the state's Chief Administrative Judge to promulgate rules for the timely adjudication of revived actions, which might hint at trial preferences. The unique and sensitive nature of these cases also is recognized by the addition of section 219-c to the Judiciary Law, which directs that there be specialized training of judges and justices for sexual abuse and sexual assault cases. Presumably, the language applies to judges and justices in both criminal and civil Parts.

These statutory amendments suggest that the legislature will not permit individuals or institutions to benefit from traditional statutes of limitations, at the expense of minors, by "running out the clock" on victims who have been, or are, too afraid, ashamed, or damaged to seek remedies in the courts against those who have allegedly preyed upon their vulnerabilities. Predictably, new civil actions may be commenced courtesy of this new law.

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\* Mark C. Dillon is a Justice of the Appellate Division, Second Department, and an Adjunct Professor of New York Practice at Fordham Law School.

# COMMITTEE CORNER

**Assigned Counsel Committee  
Thursday, June 6, 2019  
12:30pm @ the RCBA Offices**

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# CLE CORNER

## PLAN YOUR YEAR OF CLEs NOW

2019 CLE TITLE	DATE & TIME
Elder Law	Tuesday, June 4, 2019 - 6:00pm - 9:00pm

### NEW CLE REQUIREMENT

**In addition to ethics and professionalism, skills, law practice management, and areas of professional practice, a new category was added for diversity, inclusion and elimination of bias courses. This category of credit is effective January 1, 2018. Experienced attorneys due to re-register on or after July 1, 2018 must complete at least one credit hour in the Diversity, Inclusion and Elimination of Bias CLE category of credit as part of their biennial CLE requirement. The transitional CLE requirement for newly admitted attorneys remains unchanged. For more information about the CLE Rules, visit [nycourts.gov/Attorneys/CLE](http://nycourts.gov/Attorneys/CLE).**

### CLE REQUIREMENTS

**Newly admitted attorneys must complete 32 credit hours of accredited “transitional” education within the first two years of admission to the Bar. Sixteen (16) credit hours must be completed in each of the first two years of admission to the Bar as follows: 3 hours of Ethics and Professionalism; 6 hours of Skills; 7 hours of Practice Management and/or areas of Professional Practice.**

**Experienced Attorneys must complete 24 credit hours of CLE during each biennial reporting cycle: 4 credit hours must be in Ethics and Professionalism. The other credit hours may be a combination of the following categories: Ethics and Professionalism, Skills, Practice Management or Professional Practice.**



# CLASSIFIED ADS

## PART-TIME OFFICE - NEW CITY

Office in New City available to use on your letterhead, accept packages, meet with clients, hold conferences, send faxes, accept mail, meetings at day or night, receptionist, waiting area for clients, very ample free parking, private bathroom. Perfect for practitioner with home office who needs a public presence. Low monthly fee.  
Call Bill at 845-300-9168.

## OFFICE SPACE

Office in shared service building- North Main Street, New City. Westlaw included. Call Lynn at 638-4718.

## OFFICE SPACE

Office for rent - 254 South Main Street, New City - Furnished office in existing practice - complete with filing space and use of conference room. \$750.00 per month. Possible over flow work.  
Contact [opportunityunique2019@gmail.com](mailto:opportunityunique2019@gmail.com)

## OFFICE SPACE

Ideal 1100 sq. ft. attorney office space in Nanuet near Costco, large level parking lot, furnished lobby, reception office, executive office, conference room, large kitchen, storage room, private bath. \$1600/month includes: utilities, landscaping, and weekly cleaning service. Available 2-8-2019 Call Ted 845-222-4215 or email [ted@carecrafters.com](mailto:ted@carecrafters.com)

## OFFICE FOR RENT

North Main Street, New City 11' x 13' with closet. Access to waiting room, bathroom and kitchenette. Bright and clean, freshly painted. Please call Carol at 914-557-5750.

## OFFICE SPACE

Office space available for full time or part time use. 14 South Main Street, New City. Directly across from the Courthouse. Join colleagues in a great work space convenient to the courthouse.  
Call Jeffrey Schonbrun at 845-893-8049 for details.

## OFFICE SPACE

Office Space available in Bardonia. 2 Units - \$850 & \$950/month. All utilities included, turn key office space, parking, located on 304, shredding and coffee included, conference rooms, furnished for the right terms and basement storage available.  
Please call Jason Horowitz at 845-323-9177.

## OFFICE SPACE FOR RENT

Haverstraw - one, two or three offices available. Waiting room, receptionist area, large parking lot, large conference room, with or without furniture. Possible overflow.  
email: [lawoffice10927@gmail.com](mailto:lawoffice10927@gmail.com)

## OFFICE SPACE FOR RENT

Beautiful, fully furnished office available for rent.  
Convenient location with shared services.  
Contact Adam Kurland for details: (845) 638-4700 / [akurland@akkpc.com](mailto:akurland@akkpc.com)

## OFFICE FURNITURE FOR SALE

Priced to sell. Vertical and lateral file cabinets, storage units, desks, chairs, conference table, book cases, credenza, tables, dividers, bulletin boards, white board. Please call Madelon at 914-527-2400 for information. Items are located in New City.

## OFFICE SPACE

Office space available in New City. One or two offices and reception area available. Bright open area plan with conference room. Congenial working environment. Please call 845-639-2411 or email [robert@magrinolaw.com](mailto:robert@magrinolaw.com).

## LEGAL SECRETARY/ADMINISTRATIVE ASSISTANT

Law firm concentrating in Criminal, civil litigation, and real estate seeking legal secretary/administrative assistant. Job entails greeting clients; answering telephones; scheduling and confirming court appearances, hearings, conferences, appointments, and otherwise maintain calendar. Client billing, including time entry, prepare and transmit client invoices, account receivables, and collections. If interested please call 845-358-9700

## OFFICE POSITION AVAILABLE

Paralegal. Must have 3+ years experience in personal injury litigation. Your case load will involve all aspects of nursing home litigation and general negligence. Full or near full time. Benefits are an option. Bi-lingual an asset. If interested, please call 845-638-6800 or email resume to [jeff@injurylaw-ny.com](mailto:jeff@injurylaw-ny.com)

## PARALEGAL WANTED

Paralegal for plaintiff's personal injury law firm. Experienced all phases of litigation from intake through discovery and trial preparation. Bilingual a plus. Computer Savvy with good interpersonal skills. Send resume to [lawyers@pilaw.com](mailto:lawyers@pilaw.com).

## ENTRY LEVEL ASSOCIATE WANTED

A solo criminal, commercial and personal law office is looking to hire a part or a full-time entry or newly established associate. The salary and hours are negotiable. Please forward resume to [lauren@garyliptonlaw.com](mailto:lauren@garyliptonlaw.com) or fax to 845-624-0288.

## ATTORNEY WANTED

New City, Rockland County, NY Law Office seeks attorney with experience in Personal Injury, Dental Malpractice, Nursing Home Neglect, and/or Workers' Compensation. Prefer minimum of 5 to 10+ years' experience in some or all of these areas. Deposition and Trial experience a plus. Salary and Benefits to be discussed. Call 845.598.8253. email: [vcrownlaw@aol.com](mailto:vcrownlaw@aol.com).

## TRIAL ATTORNEY WANTED

Finkelstein & Partners is seeking to hire a TRIAL ATTORNEY to cover Orange, Rockland and Westchester County personal injury cases. Candidates must be licensed to practice in New York and have 3 to 5 years of litigation experience. To be considered please your email resume to: [tcavallucci@lawampm.com](mailto:tcavallucci@lawampm.com)

## LEGAL ASSISTANT PART-TIME

Legal/administrative assistant for small law firm in New City. This is a part-time entry level position suitable for someone interested in gaining practicable and invaluable job experience in the legal area. Good computer skills, detailed oriented, knowledge of basic office procedures and Internet savvy candidate preferred. Students are encouraged to apply. Please fax resume to (845) 517-0671.

## ASSOCIATE ATTORNEY NEEDED

3-5 years litigation experience for busy Rockland County firm. Please forward resume to [phabas@barpc.com](mailto:phabas@barpc.com) or fax to 845-359-5577

## ATTORNEYS SEEKING PARALEGALS

Rockland Community College ABA approved Paralegal program can assist attorneys with filling their open job positions for both part and full time employment opportunities. We have students that range from entry level to experienced Paralegals. Paralegals are not permitted to practice law, which means they cannot give legal advice, represent clients in court, set a legal fee or accept a case. Contact Amy Hurwitz-Placement Coordinator at (845) 574-4418 or email at [ahurwitz@sunyrockland.edu](mailto:ahurwitz@sunyrockland.edu)

## SPANISH INTERPRETER

I'm interested in offering my services as a Spanish interpreter to the attorneys of the Rockland Bar Association.  
I have interpreted in Kings County Criminal Court and I am presently interpreting in Haverstraw Justice Court.  
I can interpret to help prepare for hearings and trials. I am willing to accompany attorneys to interpret in prisons or jails. I am available to meet interpretation needs professionally an affordably.  
I can be reached at (845) 743-1151 or [joanneconde7@gmail.com](mailto:joanneconde7@gmail.com)

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