

MOTION NO. (270/22) CA 21-00248. -- LISA PARKISON, AS CHAIR OF WAYNE FINGER LAKES SCHOOL WORKERS' COMPENSATION PLAN, PLAINTIFF-RESPONDENT, V KBM MANAGEMENT, INC., DEFENDANT-APPELLANT. (APPEAL NO. 1.) -- Motion for renewal of the appeal be and the same hereby is granted to the extent that, upon renewal, the order entered April 22, 2022 (204 AD3d 1435 [4th Dept 2022]) is amended by deleting the ordering paragraph and substituting the following ordering paragraph and memorandum:

It is hereby ORDERED that the order insofar as appealed from is unanimously reversed on the law without costs and the motion is denied.

Memorandum: Plaintiff commenced this action seeking damages arising from consulting services provided by defendant related to the Wayne Finger Lakes School Workers' Compensation Plan (Plan), which included audits of certain of the Plan's records. Defendant now appeals from an order insofar as it granted plaintiff's motion for summary judgment on the breach of contract cause of action. We reverse the order insofar as appealed from.

Supreme Court erred in granting plaintiff's motion because she failed to meet her initial burden. Specifically, plaintiff failed to establish as a matter of law that any damages were proximately caused by the alleged breach of contract by defendant (see generally *Alvarez v Prospect Hosp.*, 68 NY2d 320, 324 [1986]; *Mosca v Normile*, 277 AD2d 942, 942 [4th Dept 2000]).

PRESENT: PERADOTTO, J.P., LINDLEY, NEMOYER, AND CURRAN, JJ.

(Filed July 8, 2022.)

MOTION NO. (278/22) CA 21-00247. -- DARRIN WINKLEY, AS PRESIDENT OF ROCHESTER AREA SCHOOLS WORKERS' COMPENSATION PLAN, PLAINTIFF-RESPONDENT, V KBM MANAGEMENT, INC., DEFENDANT-APPELLANT. (APPEAL NO. 1.) -- Motion for renewal of the appeal be and the same hereby is granted to the extent that, upon renewal, the order entered April 22, 2022 (204 AD3d 1437 [4th Dept 2022]) is amended by deleting the ordering paragraph and substituting the following ordering paragraph and memorandum:

It is hereby ORDERED that the order insofar as appealed from is unanimously reversed on the law without costs and the motion is denied.

Memorandum: Plaintiff commenced this action seeking damages arising from consulting services provided by defendant related to the Rochester Area Schools Workers' Compensation Plan (Plan), which included audits of certain of the Plan's records. Defendant now appeals from an order insofar as it granted plaintiff's motion for summary judgment on the breach of contract cause of action. We reverse the order insofar as appealed from.

Supreme Court erred in granting plaintiff's motion because he failed to meet his initial burden. Specifically, plaintiff failed to establish, as a matter of law, that any damages were proximately caused by the alleged breach of contract by defendant (*see generally Alvarez v Prospect Hosp.*, 68 NY2d 320, 324 [1986]; *Mosca v Normile*, 277 AD2d 942, 942 [4th Dept 2000]).

PRESENT: PERADOTTO, J.P., LINDLEY, NEMOYER, AND CURRAN, JJ.

(Filed July 8, 2022.)