KANE | KESSLER

Our Business Is You® | July 2017

About Kane Kessler...

Kane Kessler is a midsize law firm located in Midtown Manhattan, serving clients throughout the United States and globally. Kane Kessler has been in the business of providing exceptional legal services to its clients for over 80 years, with experienced and specialized lawyers practicing in many areas of the law. At Kane Kessler, we take pride in delivering personal attention to each and every client and in our ability to offer a wide range of experience and knowledge in many legal specialties to help your business grow and prosper.

Our Business Is You®

For more information about the Firm, please visit our website at www.kanekessler.com or call us at (212) 541-6222.

The Editors,

Gary E. Ostroff
Dana M. Susman

The Implied Covenant of Good Faith and Fair Dealing Is No Panacea for a Failed Contract Claim

As part of the common law, many states imply a covenant of good faith and fair dealing in every contractual arrangement. This means that even if an express term of a contract is not breached, there may still be a cause of action for breach of this covenant due to bad-faith conduct on the part of a party, which deprives the other party of the fruits and benefits of the contract. This claim has gained traction in many jurisdictions, with lawyers often adding it as an alternative to a breach of contract claim, in effect to provide insurance that damages can be recovered if the contract claim is dismissed. But while the good-faith claim fills an important gap to protect the expectations of the parties, it is often overused and abused when routinely asserted without regard for the underlying principles it serves: to protect a party who relies on words or deeds to his or her detriment, which deprives it of the benefits of the contract.

Examples of the proper use of the good-faith covenant from the case law include the clamming operator who invests in financing his fishing boat only to have his license pulled shortly thereafter; the exclusive distributor who purchases inventory and commits to a warehouse lease only to have his distribution arrangement arbitrarily terminated shortly after it began; and the tenant anxious to exercise a valuable lease option who is met with evasion and deception by the landlord, which induces the tenant to miss the option exercise deadline. In each of these circumstances, the bad faith of one party caused the other party to commit to action or refrain from action, which had the effect of denying it the benefit of the contract, even though the party acting in bad faith did not breach any express contract term. But mere bad

continues on page 2

INSIDE:

M&A Disclosure-Only Settlements–Divergent Approaches Between Delaware and New York Courts
One Use of A Racial Slur in the Workplace Could Constitute Harassment
Not Dead Yet: Recent Decisions Breathe Life Into Business Method and Software Patents

faith conduct by one party to a contract without the corresponding detrimental reliance by the other party does not necessarily rise to the level of a breach of the implied covenant of good faith and fair dealing, and courts are becoming more vigilant in reining in that overused claim when it is asserted as a backstop for a failed contract claim.

This cautionary approach was recently exemplified in *Irwin Katz & Assoc., Inc. v. Concepts in Health, Inc.,* in which Kane Kessler's Litigation Department, representing the defendants, persuaded a federal court in New Jersey to take the unusual step of vacating a $1.17 million jury award. In that case, Katz served as an independent contractor (managing sales representatives and performing other administrative tasks) to Concepts in Health, which marketed and sold several over-the-counter products, including a sleep aid called MidNite. A consulting agreement between the parties provided for Katz to receive a monthly fee and additionally gave him the right to 4 percent of any sale proceeds if the entire company and all of its brands were sold. Efforts to sell the company were unavailing, and eventually the company sold only its MidNite brand, for a price of $39 million. Katz did not receive a percentage of the sale price because the company and all of its brands were not sold, yet he sued, alleging, among other things, breach of the Consulting Agreement and breach of the covenant of good faith and fair dealing.

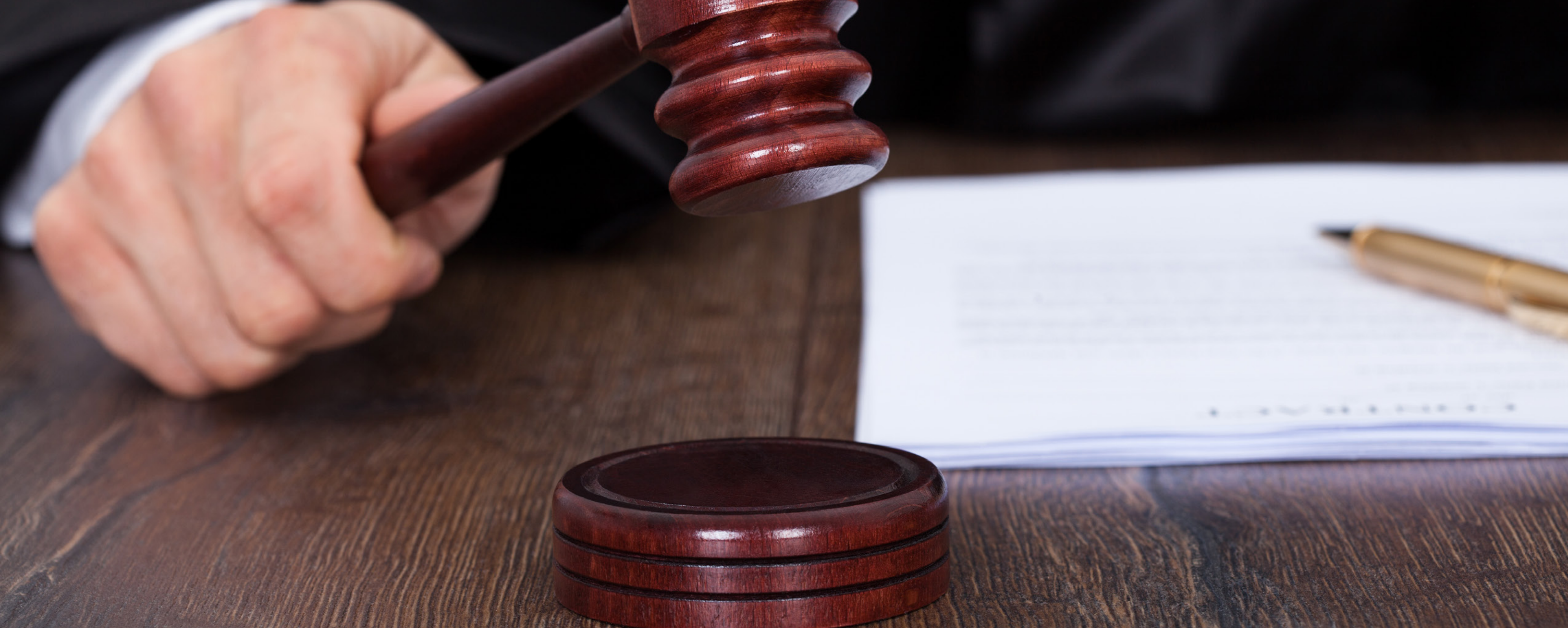
> *"Mere bad-faith conduct by one party to a contract without the corresponding detrimental reliance by the other party does not necessarily rise to the level of a breach of the implied covenant of good faith and fair dealing."*

The district court on summary judgment dismissed the claim for breach of the Consulting Agreement, holding that the relevant terms were unambiguous and since the entire company and all of its brands had not been sold, Katz was not entitled to any additional compensation. However, the covenant of good faith and fair dealing claim went to trial, and a jury awarded $1.17 million against the company. Katz failed to prove that the sales transaction was deliberately structured as an asset sale in order to deprive him of additional compensation under the Consulting Agreement, but he argued that the company failed to explain to him the consequences of an asset sale. In a 69-page decision, the district court granted the company's post-trial motion for judgment notwithstanding the verdict. It held that nothing told to Katz or withheld from him changed the fact that he was not entitled to additional compensation under the unambiguous terms of the Consulting Agreement.

"Once it was accepted that Defendant … did not proceed in bad faith orchestrating the asset sale, it was immaterial to Plaintiff's rights under the Consulting Agreement whether she acted in bad faith in her communications about the sale. It was the form of the transaction, not any of the representations of the Defendants concerning Plaintiff's rights, which deprived Plaintiff of his expected benefit under the contract. Accordingly … the elements charged and found by the jury were legally insufficient to establish a claim for breach of the implied covenant of good faith and fair dealing, because such bad faith communications were legally incapable of depriving Plaintiff of his expectation under the Consulting Agreement."

The lesson from the district court's extensive analysis of the good-faith doctrine is that the implied covenant cannot be mechanically asserted as a substitute for a failed contract claim. The bad-faith conduct alleged must be the reason for depriving the plaintiff of the benefits under his contract, and he needs to show the essential elements of causation and detrimental reliance. Without the required legal elements, the addition of a claim for breach of the covenant of bad faith and fair dealing will be a futile effort, which only exacerbates the costs of litigation.

Jeffrey H. Daichman is a Partner and **Jonathan M. Sabin** is an Associate in the Firm's Litigation practice group. Jeffrey can be reached at (212) 519-5142 or jdaichman@kanekessler.com, and Jonathan can be reached at (212) 519-5113 or jsabin@kanekessler.com.



M&A DISCLOSURE-ONLY SETTLEMENTS

DIVERGENT APPROACHES BETWEEN DELAWARE AND NEW YORK COURTS

Delaware Chancery Court cases over the past several years have signaled the end, or at least the curtailment, of so-called "disclosure-only" shareholder settlements in Delaware M&A litigation. Studies prior to these recent cases suggest that well over 90 percent of public mergers had resulted in shareholder lawsuits. Such class action suits usually allege breaches of fiduciary duty by directors and insufficient public disclosures. These lawsuits are typically settled with the corporation-defendants agreeing to provide additional disclosures (which purportedly confer a benefit on the shareholder class in exchange for a broad release. Plaintiffs' counsel is reimbursed for fees and expenses.

In re Riverbed Technology, Inc. Stockholders Litig. involved the acquisition of Riverbed Technology for $3.6 billion. Plaintiff shareholders' suit alleged that the sales process undervalued Riverbed, the directors had conflicts of interest and that Riverbed had not made sufficient disclosures about the transaction. Many of the claims of insufficient disclosure were effectively addressed when Riverbed filed its definitive proxy statement shortly after the lawsuit had been commenced. Shortly thereafter, the parties settled the plaintiffs' claims, with Riverbed making additional disclosures in exchange for the "broadest possible release" of all federal and state claims in connection with the transaction. Plaintiffs' counsel sought $500,000 in attorneys' fees.

"Disclosure-only settlements 'rarely yield genuine benefits for stockholders' and that the predisposition toward approving such settlements should be reexamined."

In its 2015 decision in *Riverbed*, the Delaware Court of Chancery examined the benefit that was purportedly conferred upon the shareholder class as a result of the litigation. Riverbed's supplemental disclosures revealed that Riverbed's financial adviser for the transaction had potential conflicts of interest. The Court found that while the supplemental disclosures were "not of great importance," they had "tangible, although minor, value to the Class." The Court held that this relatively insignificant benefit could support a settlement only if "what is given up"—the release of claims against Riverbed—"is of minimal value." Vice Chancellor Glasscock described the benefit to shareholders of the supplemental disclosures to be "meager" and noted that in a different factual scenario he would be inclined to reject the settlement. In *Riverbed*, the Court ultimately approved the settlement on the basis of the parties' reasonable expectation of approval, but indicated such factor would be diminished going forward after this opinion. The Court also reduced the plaintiffs' counsel's fees from $500,000 to $300,000.

More recently, a Delaware Court of Chancery went one step further and jettisoned a proposed disclosure-only settlement completely. On January 22, 2016, in *In re*

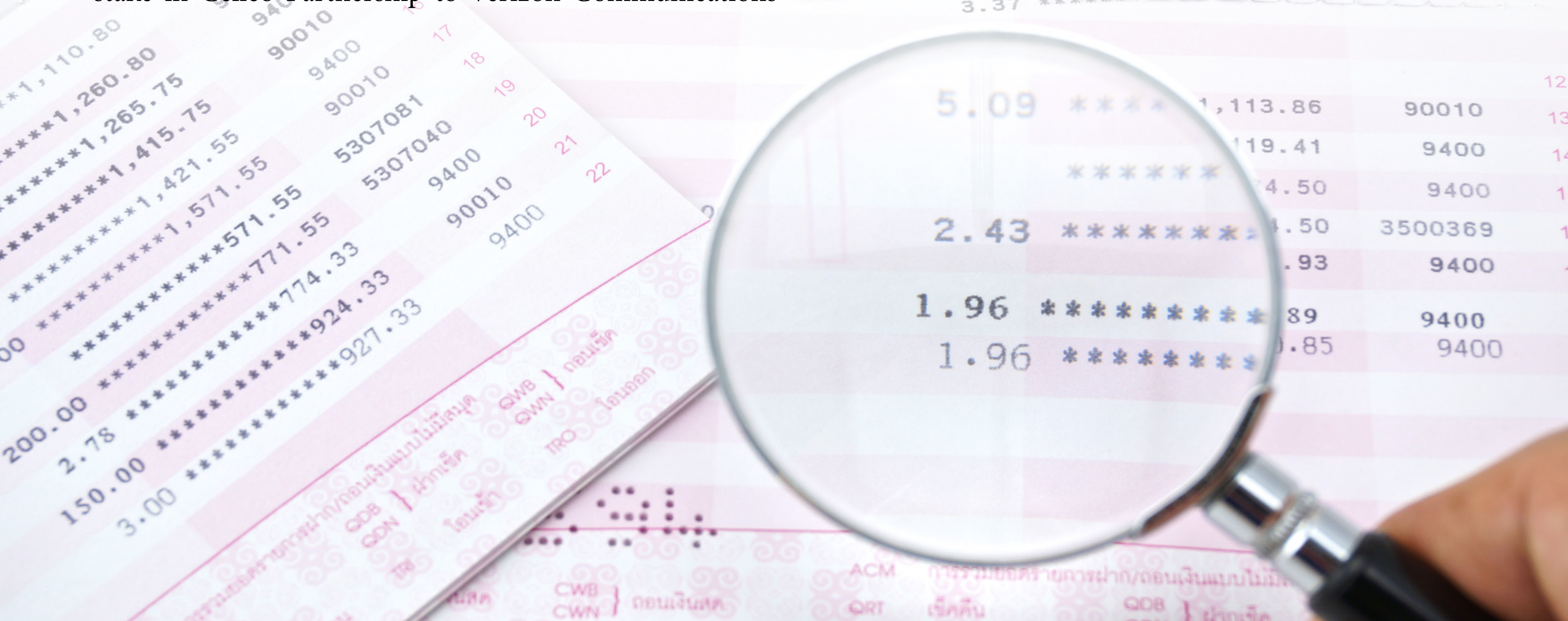
Trulia, Inc. Stockholder Litig., Chancellor Bouchard rejected the proposed settlement relating to Zillow's acquisition of Trulia. In its opinion, the Court found that because none of the supplemental disclosures, which consisted of additional details concerning the financial analysis of the selling board's advisors, were material or even helpful to Trulia's stockholders, the proposed settlement did not afford plaintiffs meaningful consideration to warrant providing a claim release. In its opinion, the Court noted that disclosure-only settlements "rarely yield genuine benefits for stockholders" and that the predisposition toward approving such settlements should be reexamined." Thus, Chancellor Bouchard concluded that disclosure-only settlements are now "disfavored and unlikely to be approved other than in the case of a plain material misrepresentation or omission" and a narrowly tailored release of claims.

In light of these recent decisions, we would expect and have, in fact, seen a decrease in M&A litigation. A more recent study by Cornerstone Research revealed only 64 percent of M&A deals faced litigation during the first six months of 2016. When lawsuits are filed, settlements may be difficult to negotiate, with parties having to include materially meaningful disclosures as part of any settlement. Additionally, releases will likely have to be narrowly tailored to the claims at issue.

Interestingly, not all other jurisdictions have followed Delaware's lead in seeking to curb disclosure-only settlements. On February 2, 2017, in *Gordon v. Verizon Communications, Inc.,* the Appellate Division for the First Department in New York reversed a lower court's rejection of a "disclosure-only" settlement. *Gordon* involved a class action relating to Vodafone Group's sale of a 45 percent stake in Cellco Partnership to Verizon Communications for $130 billion in stock and cash. The plaintiffs alleged that Verizon's Board of Directors had breached its fiduciary duties by allowing Verizon to overpay for Cellco stock and Verizon had failed to disclose material information in its preliminary proxy statement concerning the transaction. The parties' settlement agreement included providing shareholders with additional disclosures in its definitive proxy statement. Following a hearing, the lower court rejected the settlement, finding that the incremental disclosures did not provide any "legally cognizable benefit to the shareholder class."

On appeal, the First Department reversed and approved the settlement agreement. Applying a different test than the Delaware courts, including a factor of whether the non-monetary relief in a proposed settlement is in "the best interests of all members of the putative class of shareholders," the First Department concluded that the supplemental disclosures provided "some … albeit minimal" benefits. Although it remains to be seen how other M&A litigations are adjudicated in New York, the *Gordon* decision at least suggests that New York may remain a friendlier venue for disclosure-based M&A settlements.

Jeffrey S. Tullman is Co-Chair and **Peter R. Herman** is Counsel in the Firm's Corporate and Securities practice group. Jeffrey can be reached at (212) 519-5101 or jtullman@kanekessler.com. Peter can be reached at (212) 519-5118 or pherman@kanekessler.com.



One Use of a Racial Slur in the Workplace Could Constitute Harassment

On April 25, 2017, the United States Court of Appeals for the Second Circuit held that the single utterance of the N-word by a supervisor aimed at a black employee could create a hostile work environment under Title VII.

In *Otis A. Daniel v. T&M Protection Resources, LLC*, the plaintiff/appellant, Otis Daniel, an ex-fire safety director for defendant/appellee T&M Protection Resources, LLC ("T&M"), filed a hostile work environment claim against T&M under Title VII of the Civil Rights Act of 1964 in the United States District Court for the Southern District of New York. Daniel, a 34-year-old gay black man, alleged that he was subject to repeated discrimination and harassing behavior by his supervisor because he was black, because of his perceived national origin and because he was perceived as gay. According to Daniel, his supervisor called him a "fucking nigger," and on separate occasions he brushed his genitals up against Daniel's buttocks, frequently called Daniel a "homo" and told him to "Man up, be a man." Daniel also claimed that he was harassed when his supervisor asked him whether he stole a computer and repeatedly watched Daniel nap and change his clothes.

In general, in order to adequately plead a hostile work environment claim, a plaintiff must allege conduct that, if isolated, is severe enough to be considered (objectively and subjectively) hostile and abusive or, if not severe enough in isolation, then pervasive enough such that the repeated conduct, taken cumulatively, creates a hostile or abusive work environment. Courts do not, however, set forth a "general civility code for the American workplace." To be actionable, the conduct must be targeted at a protected class under the law (i.e., race, gender, age) and be extreme enough to amount to a change in the terms and conditions of employment.

> *"In order to adequately plead a hostile work environment claim, a plaintiff must allege conduct that, if isolated, is severe enough to be considered (objectively and subjectively) hostile and abusive or, if not severe enough in isolation, then pervasive enough such that the repeated conduct, taken cumulatively, creates a hostile or abusive work environment."*

The United States District Court for the Southern District of New York dismissed Daniel's complaint at the summary judgment stage when it ruled that the one-time use of the slur "nigger" from a supervisor to a subordinate cannot form the basis of a hostile work environment claim. The District Court relied on a previous Second Circuit decision, *Schwapp v. Town of Avon*, 118 F.3d 106, 110 (2d Cir. 1997), which states that in order for "racist comments, slurs and jokes to constitute a hostile work environment, there must be more than a few isolated incidents of racial enmity, meaning that[,] instead of sporadic racial slurs, there must be a steady barrage of opprobrious racial comments."

The Second Circuit vacated the District Court's judgment and, while it declined to rule that the one-time use of the slur "nigger" by a supervisor to a subordinate, by itself, supports a claim for hostile work environment, it held that the District Court improperly relied on *Schwapp* when it foreclosed that possibility as a matter of law. The Court pointed out that *Schwapp* does not stand for the proposition that a single racial slur can never form the basis of a hostile work environment claim. Rather, *Schwapp* held that "whether racial slurs constitute a hostile work environment typically depends on the quantity, frequency and severity of those slurs . . ." The Court also found that the District Court's order was at variance with the Second Circuit's recent dicta in *Rivera v. Rochester Genesee Regional Transportation Authority*, 743 F.3d 11, 24 (2d Cir. 2014), where it stated that "perhaps no single act can more quickly alter the conditions of employment and create an abusive working environment than the use of an unambiguously racial epithet such as 'nigger' by a supervisor in the presence of his subordinates." The District Court mistakenly took this to mean that *Rivera* did not apply because Daniel alleged that there were no witnesses when his supervisor called him the N-word.

The Court also found that the District Court erred when it held that Daniel alleged behaviors that, according to the District Court, were not acts "inherently indicative of hostility or bias"; for example, the claims that his supervisor watched him change and asked Daniel if he was the one who stole a missing computer in the building. The Second Circuit found this to be a mistake, stating that "a plaintiff may rely upon facially neutral conduct to bolster a harassment claim when 'the same individual engaged in multiple acts of harassment, some overtly based on a protected characteristic and some not.'"

Conclusion

Traditional notions of harassment claims follow the general premise that isolated slurs or stray comments cannot form the basis of a hostile work environment claim. *Daniel v. T&M Protection Resources LLC* clarifies that if the isolated comment is severe enough, additional conduct may not be necessary to constitute harassment in the workplace. The Equal Employment Opportunity Commission ("EEOC") submitted an amicus brief in *Daniel* and the Court's decision largely follows the EEOC's position with respect to racial slurs. Additionally, the EEOC recently issued an 18-month study regarding harassment prevention in the workplace. Employers should take note of this decision and update their policies and procedures accordingly. An important element in preventing harassment in the workplace is to conduct regular trainings with all employees, especially as the law is continuously updated.

David R. Rothfeld is a Partner and **Jaclyn K. Ruocco** is an Associate in the Firm's Labor and Employment Law practice group. David can be reached at (212) 519-5154 or drothfeld@kanekessler.com, and Jaclyn can be reached at (212) 519-5177 or jruocco@kanekessler.com.

NOT DEAD YET: RECENT DECISIONS INTO BUSINESS METHOD AND SOFT

In Alice Corp. v. CLS Bank International, 134 S. Ct. 2347 (2014), the Supreme Court articulated a stringent test for patent-eligible subject matter. Since then, the *Alice* test has often been applied by district courts to invalidate software and business method patents as not being properly eligible for patent protection. As a result, speculation had run rampant that software and business method patents are dead.

Not so fast. In 2016, the Federal Circuit issued four decisions that tamp down some of the *Alice*-mania: *Enfish, LLC v. Microsoft Corporation,* 822 F.3d 1327 (Fed. Cir. 2016); *BASCOM Global Internet Services, Inc. v. AT&T Mobility LLC* 827 F.3d 1341 (Fed. Cir. 2016); *McRo, Inc. v. Bandai Namco Games America,* 837 F.3d 1299 (Fed. Cir. 2016); and *Amdocs (Israel) Ltd. v. Openet Telecom, Inc.,* 841 F.3d 1288 (Fed. Cir. 2016). Each of these decisions clarifies the patent eligibility test and has renewed the relevance of software and business method patents.

Overview of the *Alice* Test

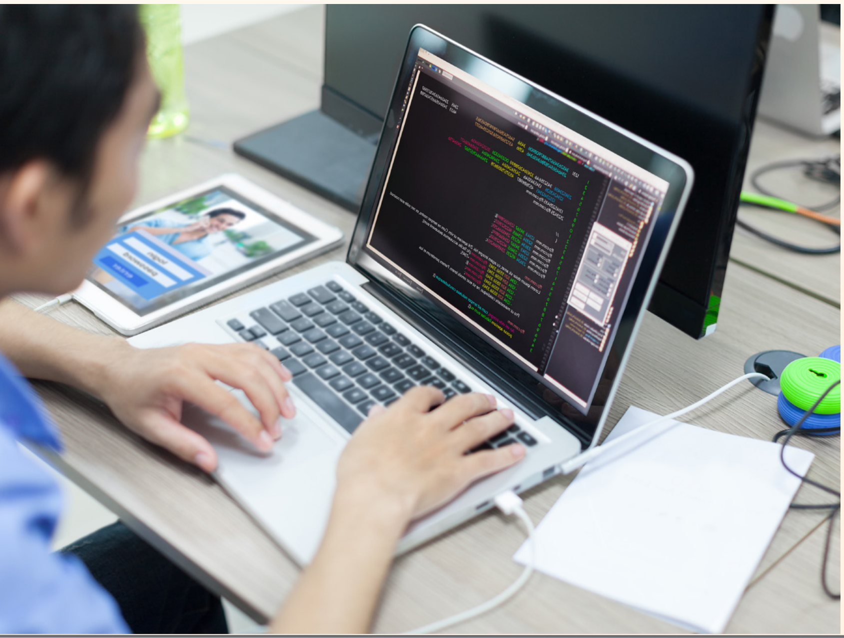
The *Alice* decision described a two-step framework for distinguishing patents that improperly claim laws of nature, natural phenomena, and abstract ideas from those that claim patent-eligible applications of those concepts. First, a court must determine whether the claims at issue are directed at one of those patent-ineligible concepts. In step two, a court searches for an "inventive concept," an element or combination of elements that is "significantly more than a patent upon the [ineligible concept] itself."

"The Federal Circuit held that '[s]oftware can make non-abstract improvements to computer technology just as hardware improvements can...'"

Since then, district courts have focused mainly on invalidating software and business method patents as claiming abstract ideas under the *Alice* test rather than upholding patents under the "inventive concept" part of the test. Fortunately, the Federal Circuit has been reminding district courts not to invalidate patents overzealously.

Enfish Clarifies the "Abstract Idea" Part of the Test

Enfish had developed an improvement in how computer databases are structured. The district court invalidated the Enfish patent; however, the Federal Circuit reversed, emphasizing that one cannot simply ask whether the claims involve a patent-ineligible concept, because essentially every routinely patent-eligible claim involving physical products and actions involves a law of nature and/or natural phenomenon. Rather, the "directed to" inquiry [asks] whether "their character as a whole is directed to excluded subject matter." The Federal Circuit held that "[s]oftware can make non-abstract improvements to computer technology just as hardware improvements can…" and found the claims of the Enfish patent not to be directed to an abstract idea at all.



BASCOM and *Amdocs* Clarify the "Inventive Concept" Part of the Test

Just as *Enfish* clarified the abstract idea step, *BASCOM* clarified the inventive concept step. BASCOM's patent is directed at filtering content from the internet. One prior scheme filtered content locally on a personal/desktop computer; another filtered remotely at an Internet Service Provider's (ISP's) server. The former could be easily hacked or thwarted by the user, and the latter was not customizable

BREATHE LIFE
WARE PATENTS

for the different needs of different users. BASCOM adopted a "best of both worlds" approach by providing ISP remote filtering with customizable criteria for each user or class of user, thereby avoiding the drawbacks of both prior systems.

AT&T asserted that the claims were invalid because they were directed to the abstract idea of "filtering content," likening the idea of filtering online content to that of a parent or librarian forbidding children from reading certain books. AT&T argued that performing the filtering on the internet does not make the idea nonabstract, as they are conventional activities performed by a generic computer.

The district court agreed with AT&T, but the Federal Circuit reversed, holding that "an inventive concept can be found in the non-conventional and non-generic arrangement of known, conventional pieces." The inventive concept was held to be the specific filtering tool that combines both the benefits of a local filter with the benefits of a filter on the ISP server. The patent claims do not merely recite the abstract idea of filtering content along with the requirement "perform it on the internet." Instead, they recite a specific implementation of online content filtering.

The Federal Circuit reinforced the *BASCOM* rationale in *Amdocs*. In *Amdocs,* the patents in the suit concerned parts of a system designed to solve an accounting and billing problem faced by network service providers. As in *BASCOM,* the Federal Circuit reversed the district court and found the *Amdocs* patents to be subject matter eligible because of the generic components working in an unconventional manner, i.e., specific distributed architecture that minimizes impact on network and system resources.

McRo Focuses on Newness of Claim Elements and Claim Overall

In *McRo*, the Federal Circuit emphasized that a new process itself is patentable, whether or not it improves the functioning of a computer, as long as; (a) it does not pre-empt an entire field of endeavor; and (b) it solves a specific problem in the prior art.

The claimed invention involved matching audio to 3-D animated mouth movement to provide lip-synched animation. McRo automated this process; however, the automation did not simply perform the old manual method on a computer. Instead, specific rule sets were created so that no manual intervention was necessary. The new process turned a subjective method into an objective, reproducible method.

The Federal Circuit held that because new steps in the process were developed and claimed, the process is not abstract and is patentable.

Conclusion

The Federal Circuit has clarified the *Alice* test for patent eligibility in ways that give new life to software and business method inventions. Going forward, one should specify with greater particularity in a patent application how an invention differs from the prior art and what specific problem the invention solves. The law on eligibility is in flux, however, so it remains to be seen how these types of inventions will be treated in the future.

Adam Cohen is a Partner and **Barry Negrin** is Counsel in the Firm's Intellectual Property practice group. Adam can be reached at (212)-519-5146 or acohen@kanekessler.com, and Barry can be reached at (212) 519-5166 or bnegrin@kanekessler.com.

Kane Kessler, P.C.
666 Third Avenue
New York, NY 10017-4041
(212) 541-6222
www.kanekessler.com

FIRM NEWS

ACHIEVEMENTS

The Firm's Litigation practice group caused the federal district court of New Jersey to vacate a $1,170,000 judgment against our client in *Irwin Katz & Assoc., Inc. v. Concepts in Health, Inc., et al.* See lead article, "The Implied Covenant of Good Faith and Fair Dealing Is No Panacea for a Failed Contract Claim"on page 1.

The Firm's Litigation practice group also successfully defeated a preliminary injunction motion brought by a former owner of the Firm's beverage client, who sought to enjoin the client from use of his name in a sugar-free ginger ale product and to recall existing product. In *Bruce Cost v. BCGA Concept Corp.*, Justice Singh, who was recently elevated to the Appellate Division, ruled that plaintiff had failed to show a likelihood of success on the merits based upon sharp issues of fact concerning interpretation of the parties' agreement; failed to show irreparable harm, since his claim of reputational damage was conclusory and self-serving; failed to establish that the equities favored injunctive relief; and failed to show that the extreme remedy of a mandatory injunction was warranted in order to preserve the status quo.

In March 2017, **the Firm's Litigation practice group** successfully defended a public company against an action in the federal court for the Southern District of New York which sought a temporary restraining order and preliminary injunction in a commercial dispute regarding a distribution and license agreement.

The Firm's Corporate and Securities practice group represented a biotechnology company in its $6 million term loan capital raise.

The Firm's Corporate and Securities practice group represented a biotechnology company in negotiating a joint development agreement to manufacture biodegradable film resins for use in sustainable food packaging.

The Firm's Corporate and Securities practice group represented an NYSE Fortune 500 company in the acquisition of an aerospace and defense technology company with a transaction value in excess of $50 million.

The Firm's Corporate and Securities practice group represented an NYSE Fortune 500 company in the acquisition of an Aerospace and Defense business with a transaction value in excess of $20 million.

The Firm's General Business and Corporate and Securities practice groups represented a restaurant group in its £2.5 million private placement equity raise.

The Firm's Corporate and Securities practice group and Real Estate practice group, in conjunction with local counsel, represented a private equity firm in its $2 million purchase of commercial real property in the Dallas, Texas area and its subsequent long-term-triple-net lease for use as a medical facility.

The Firm's Corporate and Securities practice group represented a private corporation in the body armor and defense products industry in its acquisition of several companies engaged in the design and manufacture of personal protective apparel and specialty operational equipment, including body armor, ballistic helmets, shields, blankets and rifle plates for an aggregate price of approximately £16,625,000. The group also successfully closed a transaction for the same private corporation whereby the corporation acquired a TSX Venture Exchange listed company (and its subsidiary) for an aggregate purchase price of approximately CAD $15.4 million.

SPEAKING ENGAGEMENTS

Adam Cohen, chair of **the Firm's Intellectual Property practice group**, moderated the 6th annual Lawyers on the Clock panel for the Association of Independent Commercial Producers AICP Week Business Affairs Boot Camp.

Jeffrey Tullman, Co-Chair of **the Firm's Corporate and Securities practice group**, moderated a panel of experts on cyber security issues facing the hospitality industry for the Hotel Association of New York City.

JOINED THE FIRM

Matthew D. Gases has joined the Firm as an associate **in its Corporate and Securities practice group**. Matthew has experience representing clients in merger and acquisition transactions, SEC reporting compliance, corporate governance and other general corporate matters.

Prior to joining the firm, Matthew represented both public and private companies with respect to a variety of corporate transactions including stock and asset purchase transactions, debt and equity financing, consulting agreements and joint ventures. He also supplemented his corporate practice by assisting clients in civil litigation matters and trademark registration and enforcement.

Matthew received his J.D. in 2014 from Brooklyn Law School and is admitted to practice in the states of New York and New Jersey.

PRACTICE GROUPS

Bankruptcy, Reorganization and Creditors' Rights
Corporate and Securities
Corporate Investigations
General Business
Intellectual Property
Labor and Employment Law
Litigation
Matrimonial
Mediation
Real Estate
Trusts, Estates and Taxation