



PRACTICE FOCUS

Daniel I. Goldberg focuses his practice on litigation and alternative dispute resolution, general corporate law - including not-for-profit law, and employment law.

Litigation: Mr. Goldberg represents clients in the following areas of civil litigation: general commercial and complex business disputes, including those arising out of partnership/shareholder agreements, corporate duties (derivative claims), banking and mortgage lending, commercial paper and factoring agreements, insurance contracts (coverage disputes) and commercial leases, as well as agency, licensing and distributorship agreements. He further handles fraudulent conveyance, foreclosure, bankruptcy preference, unfair competition, professional malpractice, negligence, construction, and trademark infringement claims. He has experience with both hearings and trials before administrative agencies, arbitrators, and state and federal trial and appellate courts. He has successfully argued cases before New York’s Appellate Term and Appellate Division.

Corporate/Not-for-Profit: Mr. Goldberg has experience handling general corporate and not-for-profit matters, including negotiating and drafting operating, contribution and indemnification agreements, by-laws, resolutions, minutes, and loan documents, and non-disclosure, distributorship and licensing agreements. He advises not-for-profits on all aspects of corporate governance, including obtaining tax-exempt status and counseling clients with regard to the Attorney General’s oversight.

Employment: In the area of employment law, Dan litigates and advises clients on all matters arising out of the employer/employee relationship, including those based upon the discrimination laws and wage and hour and benefits laws. He further advises clients on and drafts employment agreements, handbooks, restrictive covenants, severance agreements, and confidentiality agreements.

REPRESENTATIVE CASES

- *Darby Group Companies, Inc. v. Wulforst Acquisition, LLC*, 2014 WL 3870374 (Sup. Ct., Suffolk Co. 2014) (Whelan, J.), granting plaintiff mortgagee’s motion for summary judgment on commercial mortgage foreclosure and dismissing defendants’ affirmative defense that they were fraudulently induced into purchasing the properties by mortgagee’s alleged representations as to letters of credit that were required to be maintained on the property, or that mortgagee was equitably estopped from foreclosing based upon mortgagee’s alleged representations - given that the status of the letters of credit was fully disclosed to defendants and, therefore, they could not have detrimentally relied upon mortgagee’s allegedly fraudulent representations.
- *Republic Insurance Company V. Banco De Seguios Del Estado*, 2013 WL 3874027 (N.D. Ill) (Hart, J.), granting, in part, defendant’s motion for summary judgment on claims by a reinsured against a retrocessional counter-party - upon a determination that the reinsured failed to retain the contractually agreed upon a minimum amount of risk, and that a number claims were time-barred.
- *Nouveau Elevator Indus. v. Cont’l Cas. Ins. Co.*, 2006 WL 1720429 (E.D.N.Y.) (Bianco, J.), denying defendant insurance company’s motion for summary judgment seeking dismissal of plaintiff insured’s declaratory judgment coverage claim, upon a determination that constructive notice is not sufficient to trigger insured’s the notice of claim obligations.
- *WHGA Hamilton Heights Cluster, Inc. v. A& HHC Equities, LLC*, 2018 WL 5823656 (Sup. Ct., N.Y. Co. 2018) (Sherwood, J.), granting general partner’s (a subsidiary of West Harlem Group Assistance, Inc.) motion for summary judgment confirming that the original signed limited partnership agreement governs the Partnership, and dismissing the derivative claims initiated by James Fendt (a member of the purported limited partner) -- asserting that the Partnership agreement was amended by alleged capital contributions from an entity related to the limited partner, the existence of certain loan documents, the issuance of certain K1s and the conduct of third-parties. The decision, awarded after four (4) years of bitter litigation, makes clear that, pursuant to NY Partnership Law, Section 121-110(c), a purported amendment to a partnership agreement which seeks to, among other things, change the rights and obligations of the partners, must be agreed to in writing by all of the partners. The decision further found Safeguard Realty Management Inc. (the managing agent installed by Fendt) and Fendt’s violations of Judge Kornreich’s July 2015 Order directing the management of the Partnership be turned over to a Court-appointed Receiver constituted contempt and awarded the general partner legal fees in connection with its enforcement of the Court’s prior Order.
- *WHGA Hamilton Heights Cluster, Inc. v. A& HHC Equities, LLC*, 2015 Slip Op. 31209(U) (Sup. Ct., N.Y. Co. 2015) (Kornreich, J.), granting movant general partner’s motion to intervene, assert a declaratory judgment claim as to the partnership agreement that governs the Partnership, and dismissing the

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PRACTICE AREAS

- Business Litigation
- Commercial Litigation
- Labor and Employment Law

ACTIVITIES

- New York State Bar Association, Member
- New York Building Congress, Public Building & Procurement Committee

complaint brought by a member of the purported limited partner by and through the limited partner, as the limited partner was without authority to act on behalf of the Partnership, and further disqualifying the limited partner's attorneys from purporting to simultaneously represent both it and the Partnership.

- *Larrison v. Scarola Reavis & Parent, LLP*, 11 Misc. 3d 572, 812 N.Y.S.2d 243 (Sup. Ct., N.Y. Co. 2005) (Zweibel, J.), granting petitioner's motion to stay her former attorneys' AAA arbitration against her for legal fees, based upon her attorneys' failure to strictly abide by Rule 137's requirements for obtaining a client's waiver of rights and consent to arbitration before the AAA.
- *Nacionvich v. Tullet & Tokyo Forex, Inc.*, 1998 WL 1050971 (Sup. Ct., N.Y. Co. 1998) (Miller, J.), defeating defendants' motion for summary judgment seeking dismissal of plaintiff's defamation, hostile work environment and retaliation claims - specifically holding that graphic cartoons depicting plaintiff as having sex with another man may constitute libel *per se*.

RECENT PRESENTATIONS

- Mr. Goldberg presented the webinar *Current Issues in New York Employment Law* to an audience of architecture and engineering professionals for the New York Chapter of Society of Design Administrators, *June 15, 2022*

EDUCATION

- Washington University School of Law, J.D., Honors: Moot Court Board, Member
- Washington University School of Engineering and Applied Science, M.S., Technology/Human Affairs
- Indiana University, B.A.

ADMISSIONS

- New York
- New Jersey
- U.S. District Court, Southern District of New York
- U.S. District Court, Eastern District of New York
- U.S. District Court, Eastern District of New Jersey