
Week of July 11

Broker Liability. In plaintiff's small claims action against insurance broker alleging damages for car service expenses after broker had plaintiff execute a contract with a finance company that plaintiff believed to be a car insurance contract, Appellate Term affirms the dismissal of the complaint where plaintiff failed to establish any act or omission on the part of the broker that caused plaintiff's insurance to lapse or his license to be suspended and where plaintiff admitted receiving, and not attending to, correspondence from his insurance company alerting plaintiff of his need to submit premiums to avoid an interruption in coverage. *Bailey v. JSL/Huntington Agency, Inc.*, 2007 WL 1881197 (Sup. Ct. App. Term June 29, 2007).

Common-Law Indemnification. In injured worker's labor law action arising from a construction site injury, First Department holds that defendant construction company is not entitled to summary judgment on its claims and cross-claims for indemnification given the existence of questions of fact regarding the company's negligence. *Gonzalez v. Glenwood Mason Supply Co., Inc.*, 2007 WL 1839764 (1st Dept. June 28, 2007).