

Supreme Court of the State of New York
Appellate Division: Second Judicial Department

D13027
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_____AD3d_____

Argued - October 12, 2006

ANITA R. FLORIO, J.P.
GABRIEL M. KRAUSMAN
ROBERT J. LUNN
JOSEPH COVELLO, JJ.

2004-11282

DECISION & ORDER

John E. Fitzgerald, appellant, v Hudson
National Golf Club, respondent.

(Index No. 15492/03)

John M. Daly, Yonkers, N.Y., for appellant.

Proskauer Rose, LLP, New York, N.Y. (Bruce E. Fader and Emily Stern of counsel),
for respondent.

In an action, inter alia, to recover damages for breach of contract, the plaintiff appeals from an order of the Supreme Court, Westchester County (Donovan, J.), entered November 30, 2004, which granted the defendant's motion to dismiss the complaint as barred by the doctrines of res judicata and collateral estoppel.

ORDERED that the order is affirmed, with costs.

The court properly dismissed this action on the ground that the claims are barred by the doctrines of res judicata and collateral estoppel (*see Matter of Hunter*, 4 NY3d 260, 269). "Once a claim is brought to a final conclusion, all other claims arising out of the same transaction or series of transactions are barred, even if based on different theories or if seeking a different remedy" (*O'Brien v City of Syracuse*, 54 NY2d 353, 357). Accordingly, the plaintiff is barred from maintaining the present action, which is based on claims that were litigated or could have been litigated in prior proceedings (*see Bindit Corp. v Inflight Adv.*, 285 AD2d 309; *Joshua A. Becker & Assoc. v State of N.Y.*, 79 AD2d 599).

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In light of this determination, the plaintiff's remaining contentions need not be reached.

FLORIO, J.P., KRAUSMAN, LUNN and COVELLO, JJ., concur.

ENTER:

A handwritten signature in black ink, reading "James Edward Pelzer". The signature is written in a cursive style with a large, sweeping initial "J".

James Edward Pelzer
Clerk of the Court