

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

D21708
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_____AD3d_____

Argued - December 1, 2008

PETER B. SKELOS, J.P.
FRED T. SANTUCCI
WILLIAM E. McCARTHY
THOMAS A. DICKERSON, JJ.

2007-00858

DECISION & ORDER

Jonathan A. Korn, etc., respondent, v First
Unum Life Insurance Company, appellant.

(Index No. 5958/01)

Begos Horgan & Brown, LLP, Bronxville, N.Y. (Patrick W. Begos of counsel), for
appellant.

Quadrino Schwartz, Garden City, N.Y. (Richard J. Quadrino of counsel), for
respondent.

In an action, inter alia, to recover damages for breach of contract, the defendant
appeals from a judgment of the Supreme Court, Westchester County (Colabella, J.), dated December
11, 2006, which, upon a jury verdict, and upon the denial of its motion pursuant to CPLR 4404(a)
for judgment as a matter of law or, in the alternative, to set aside the jury verdict as against the weight
of the evidence and for a new trial, is in favor of the plaintiff and against it in the total sum of
\$1,960,618.79.

ORDERED that the judgment is affirmed, with costs.

Viewing the evidence in the light most favorable to the plaintiff (*see Campbell v City
of Elmira*, 84 NY2d 505, 509), we find that a valid line of reasoning and permissible inferences could
lead a rational person to the conclusion reached by the jury herein. Moreover, the verdict was
supported by a fair interpretation of the evidence (*see Nicaastro v Park*, 113 AD2d 129, 134).

SKELOS, J.P., SANTUCCI, McCARTHY and DICKERSON, JJ., concur.

ENTER:



James Edward Pelzer
Clerk of the Court

December 30, 2008

KORN v FIRST UNUM LIFE INSURANCE COMPANY