

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

D33513  
Y/prt

\_\_\_\_\_AD3d\_\_\_\_\_

Submitted - December 8, 2011

MARK C. DILLON, J.P.  
RUTH C. BALKIN  
JOHN M. LEVENTHAL  
CHERYL E. CHAMBERS, JJ.

2011-02849

DECISION & ORDER

Law Offices of Anthony A. Capetola, respondent,  
v Kristin A. Pelgrim, appellant.

(Index No. 24471/09)

Kristin A. Pelgrim, Oceanside, N.Y., appellant pro se.

Law Offices of Anthony A. Capetola, Williston Park, N.Y., respondent pro se.

In an action to recover damages for breach of contract, the defendant appeals from a judgment of the Supreme Court, Nassau County (Janowitz, J.), entered October 14, 2011, which, upon a decision entered February 25, 2011, made after a nonjury trial, is in favor of the plaintiff and against her in the total sum of \$86,000.78.

ORDERED that on the Court's own motion, the defendant's notice of appeal from the decision is deemed a premature notice of appeal from the judgment (*see* CPLR 5520[c]); and it is further,

ORDERED that the judgment is affirmed, with costs.

Upon review of a determination rendered after a nonjury trial, this Court's authority "is as broad as that of the trial court," and this Court may "render the judgment it finds warranted by the facts, taking into account in a close case the fact that the trial judge had the advantage of seeing the witnesses" (*Northern Westchester Professional Park Assoc. v Town of Bedford*, 60 NY2d 492, 499 [internal quotation marks omitted]). Applying these principles, we discern no basis to disturb the Supreme Court's determination.

January 10, 2012

LAW OFFICES OF ANTHONY A. CAPETOLA v PELGRIM

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The defendant's remaining contentions are without merit.

DILLON, J.P., BALKIN, LEVENTHAL and CHAMBERS, JJ., concur.

ENTER

A handwritten signature in black ink, reading "Aprilanne Agostino". The signature is written in a cursive, flowing style.

Aprilanne Agostino  
Clerk of the Court