

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

D34575
W/prt

_____AD3d_____

Argued - March 8, 2012

REINALDO E. RIVERA, J.P.
CHERYL E. CHAMBERS
SHERI S. ROMAN
SANDRA L. SGROI, JJ.

2011-07788

DECISION & ORDER

Albert Jacobs, LLP, respondent, v
Diana Parker, etc., appellant.
(Action No. 1)

Troutman Sanders, LLP, respondent, v
Diana Parker, etc., appellant.
(Action No. 2)

Diana Parker, etc., appellant, v
Troutman Sanders, LLP, et al.,
respondents.
(Action No. 3)

(Index No. 20455/10)

Mintz, Levin, Cohen, Ferris, Glovsky and Popeo, P.C., New York, N.Y. (John M. Delehanty of counsel), for appellant and Diana Parker, New York, N.Y., appellant pro se (one brief filed).

Davis & Gilbert LLP, New York, N.Y. (Howard J. Rubin and David S. Greenberg of counsel), for respondent Albert Jacobs, LLP, in Action Nos. 1 and 3 and respondent Albert Jacobs in Action No. 3, and Meiselman, Denlea, Packman, Carton & Eberz, P.C., White Plains, N.Y. (Jeffrey I. Carton and Joanna F. Sandolo of counsel), for respondent Troutman Sanders, LLP, in Action Nos. 2 and 3 (one brief filed).

In three related actions, inter alia, to recover damages for breach of fiduciary duties,

April 17, 2012

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ALBERT JACOBS, LLP v PARKER
TROUTMAN SANDERS, LLP v PARKER
PARKER v TROUTMAN SANDERS, LLP

Diana Parker, as executor of the estate of Gertrude Neumark Rothschild, appeals from an order of the Supreme Court, Westchester County (Tolbert, J.), entered August 12, 2011, which denied her motion to direct the release, to her, of certain funds in the sum of \$1,214,920.41, that are held in escrow.

ORDERED that the order is affirmed, with costs.

Contrary to the appellant's contention, the Supreme Court did not err in denying her motion for the release of certain funds held in escrow.

"[A] written agreement that is complete, clear and unambiguous on its face must be enforced according to the plain meaning of its terms" (*Greenfield v Philles Records*, 98 NY2d 562, 569; see *MHR Capital Partners LP v Presstek, Inc.*, 12 NY3d 640, 645). Here, the parties' written escrow agreement clearly enumerates certain conditions to the release of escrow funds. None of those conditions was met.

The appellant's remaining contentions are without merit.

RIVERA, J.P., CHAMBERS, ROMAN and SGROI, JJ., concur.

ENTER:



Aprilanne Agostino
Clerk of the Court