



Alerts

Summary Judgment Granted in Defendants' Favor As There Was No Attorney-Client Relationship Between Plaintiffs And Defendants

May 13, 2022

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Jet Leasing Support Services USA, Inc., et al. v. Curcio Mirzaian Sirot, LLC, et al., No. A-2732-20 N.J. Super. Unpub. LEXIS 719 (Super. Ct. App. Div. May 2, 2022)

Brief Summary

Plaintiffs, Jet Leasing Support Services USA, Inc. (Jet Leasing) and Uwa S. Amadasu (collectively "plaintiffs") claimed that a law firm, Curcio Mirzaian Sirot LLC, and firm partner Aristotle G. Mirzaian (collectively "defendants") committed legal malpractice following the firm's successful efforts to arrange the deregistration of a \$4.6 million jet on behalf of their client and Amadasu's estranged wife, Gloria Asuelimhense (Gloria). The New Jersey appeals court affirmed the trial court's decision to grant summary judgment in defendants' favor, finding that plaintiffs had no attorney-client relationship with defendants, and they thus owed no duty to plaintiffs as non-clients. There was, therefore, no basis for a legal malpractice claim.

Complete Summary

In February 2016, Gloria retained defendants to provide various legal services. Among those was a request to aid in her efforts to deregister a Bombardier Challenger 604 jet aircraft with the FAA, which she co-owned with her husband, plaintiff Amadasu. As part of the deregistration process, defendants obtained an FAA Aircraft Bill of Sale, which indicated the registered owners of the subject aircraft were Gloria's company, Jet Leasing, and Amadasu.

In connection with the deregistration, defendants prepared a document titled "Unanimous Written Consent" dated September 17, 2016, signed by their client, Gloria, which listed her as the sole shareholder of Jet Leasing and appointed her director of the corporation. To complete the deregistration, defendants advised their client that the FAA documents required the signature of both registered owners. Gloria, in her capacity as director and sole shareholder of Jet Leasing, executed the document on behalf of Jet Leasing. She requested her estranged husband, Amadasu, execute the document, and he ultimately did so. Gloria then returned the executed documents to defendants and instructed them to file the documents with the FAA.

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After defendants submitted the deregistration request to the FAA, the aircraft was officially deregistered with the FAA effective May 8, 2017. At some point thereafter, the whereabouts of the aircraft became unknown. According to the record, the plane is still missing and is likely outside the United States, "perhaps, though not certainly, in Nigeria." Nothing in the record supports that the actual ownership of the plane was ever changed, and defendants did not take any steps to effectuate a change in ownership, which would have required an entirely different category of documents.

Plaintiffs filed suit on March 8, 2018, alleging causes of action for professional malpractice and negligence. On April 27, 2018, an amended complaint was filed that added a new count for punitive damages. Plaintiffs alleged that the disappearance of the aircraft, an alleged change in its ownership, and all financial consequences were a direct and proximate result of defendants' actions taken on behalf of their client, Gloria.

After discovery was completed, defendants filed a motion for summary judgment, which was granted. The trial court found there were no genuine issues of material fact; that there was no proof of an attorney-client relationship; that absent an attorney-client relationship, no duty was owed by defendants to plaintiffs; and finally, absent a duty, no claim could be sustained. The court further held that defendants had no cause to foresee that any person other than their client would rely on their work.

On appeal, the court upheld the trial court's decision, finding defendants did not owe a duty of care to Amadasu because there was no relationship between the parties. The fact that defendants represented Amadasu's spouse to deregister an aircraft that her company co-owned with him did not create a relationship between plaintiffs and defendants, nor were defendants required to contact Amadasu as part of the deregistration process. The court also found that defendants could not have foreseen that their client might somehow impair Amadasu's interest in the aircraft at issue when no aspect of the deregistration process was connected to the title or ownership of the aircraft.

As to an attorney's duty to non-clients, the court articulated the standard which required the court to "balance the attorney's duty to represent clients vigorously with the duty not to provide misleading information on which third parties foreseeably will rely." *Est. of Albanese v. Lolio*, 393 N.J. Super. 355, 923 A.2d 325 (App. Div. 2007). Similarly, "attorneys may owe a duty of care to non-clients when the attorneys know, or should know, that non-clients will rely on the attorney's representations and the non-clients are not too remote from the attorneys to be entitled to protection." *Petrillo v. Bachenberg*, 139 N.J. 472, 479 (1995).

However, the court held that there was "nothing in the record, at all, to support the notion of *any* reliance by plaintiffs no less intended or invited reliance." In fact, "nothing shows that defendants knew or should have known that plaintiffs would reasonably rely upon their representations of to their client, nor is there any evidence in the record that plaintiffs actually did so." The court also found that the "dearth of communications of any kind, combined with the utter lack (if not impossibility) of any sort of reliance, are of sufficient collective weight so as to answer the duty question in the negative."

Significance of Decision

While serving clients, one must always consider whether their actions may violate a duty to non-clients. It is important to consider how our representation of clients may induce reasonable reliance from third parties. Here, the court declined to extend an attorney's duty of care to non-clients when no representations were made to a non-client and no intended reliance.