

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

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Application of LOEB & LOEB LLP,	:	
	:	
Petitioner,	:	Index No.
	:	
For an Order Pursuant to Article 75	:	
of the CPLR Confirming an	:	
Arbitration Award	:	<b>VERIFIED PETITION TO</b>
	:	<b>CONFIRM ARBITRATION</b>
-against-	:	<b><u>AWARD</u></b>
	:	
GREGORY J. BLASI,	:	
	:	
Respondent.	:	
	:	
-----X	:	

Petitioner Loeb & Loeb LLP, as and for its petition, alleges as follows:

1. Petitioner seeks, pursuant to CPLR § 7510, an Order (A) confirming the arbitration award in *Loeb & Loeb LLP v. Gregory J. Blasi* (JAMS Commercial Arbitration Case No. 1425018813) (the “Arbitration”) and (B) granting judgment in favor of Petitioner, in accordance with the Final Arbitration Award dated January 23, 2016 issued in the Arbitration, in the total amount of \$179,354.35, representing (i) the outstanding principal and interest due under the subject promissory note in the total amount of \$148,047.72; and (ii) Petitioner’s fees and expenses incurred in connection with the Arbitration in the amount of \$31,306.63.
2. As noted in detail below, the Hon. Helen E. Freedman, sitting as an arbitrator, awarded to Petitioner the monetary relief described above. A copy of her Final Arbitration Award (the “Final Arbitration Award”) is attached as Exhibit A to the Affidavit of Jonathan Neil Strauss (the “Strauss Affidavit”), submitted herewith.

## BACKGROUND

3. Blasi is an attorney and a former partner of Petitioner Loeb & Loeb LLP (“Petitioner” or “Loeb & Loeb”).

4. On February 1, 2012, at Blasi’s request, Loeb & Loeb loaned Blasi a total of \$150,000 (the “Principal Amount”), pursuant to the terms of a promissory note dated February 1, 2012 (the “Prior Note”). Blasi was an equity partner of Loeb & Loeb at the time. A copy of the Prior Note is attached as Exhibit B to the Strauss Affidavit, submitted herewith.

5. Blasi failed to make any payment pursuant to the Prior Note either before or after January 31, 2013, the date upon which the Principal Amount was due and payable in full pursuant to the terms of the Prior Note.

6. On April 30, 2013, Loeb & Loeb and Blasi entered into a letter agreement dated April 30, 2013 (the “Letter Agreement”), a copy of which is attached as Exhibit C to the Strauss Affidavit, submitted herewith. Pursuant to paragraph 11 of the Letter Agreement, Loeb & Loeb and Blasi agreed to cancel and terminate the Prior Note and replace it with a promissory note dated April 30, 2013 (the “Promissory Note”). Paragraph 12 of the Letter Agreement also provided that any disputes between Blasi and Petitioner would be resolved exclusively through binding arbitration before JAMS in the state of New York.

7. The Promissory Note provided that: “[F]or so long as any amount (whether principal, interest or otherwise) due hereunder is in default, [Blasi] shall pay . . . default interest at the rate of five percent (5%) per annum, compounded yearly and accruing daily, on the entire outstanding Principal Amount and upon all other amounts so in default, commencing upon the thirtieth (30th) day after the occurrence of such default.” The Promissory Note additionally provided that Blasi would pay to Loeb & Loeb “all costs and expenses, including, without

limitation, attorneys' fees and court costs, that may be incurred by [Loeb & Loeb] in connection with the enforcement of [the] Promissory Note, whether or not suit is filed." A copy of the Promissory Note is attached as Exhibit D to the Strauss Affidavit, submitted herewith.

8. On January 31, 2014, the Principal Amount came due and owing pursuant to the Promissory Note. Blasi failed to pay Loeb & Loeb pursuant to the Promissory Note, either on or before January 31, 2014, thereby defaulting on his obligations under the Promissory Note. On July 14, 2014, Blasi made a payment of \$13,648.18 on his outstanding balance to Loeb & Loeb, the only payment Blasi has made to date.

9. On May 26, 2015, Petitioner commenced the Arbitration pursuant to the arbitration provision of the Letter Agreement, seeking the unpaid Principal Amount, plus interest, as well as Petitioner's legal fees, costs and expenses incurred in connection with the enforcement of the Promissory Note.

10. Blasi, proceeding *pro se*, participated in the Arbitration proceedings. By Order dated September 18, 2015, retired Justice Helen Freedman granted Petitioner leave to move for summary disposition of its claims in the Arbitration, and Petitioner submitted its motion for summary disposition on October 23, 2015. Blasi submitted opposition papers on December 8, 2015, and Petitioner submitted reply papers on December 17, 2015.

11. Based upon the parties' written submissions, on January 23, 2016, Justice Freedman rendered the Final Arbitration Award in favor of Petitioner. Under the Final Arbitration Award, attached as Exhibit A to the Strauss Affidavit, Blasi is obligated to pay to Petitioner \$179,354.35, representing the sum of (i) the outstanding principal and interest due under the Promissory Note in the total amount of \$148,047.72; and (ii) Petitioner's fees and

expenses incurred in connection with enforcement of the Promissory Note in the total amount of \$31,306.63 (\$24,400.00 for attorneys' fees and \$6,906.63 for expenses).

12. The Final Arbitration Award was delivered to the parties via e-mail from JAMS Case Manager Alicia Jantsch, on behalf of Justice Freedman, on January 26, 2016. A copy of the cover email from Ms. Jantsch is attached as Exhibit E to the Strauss Affidavit, submitted herewith.

13. To date, Blasi has not voluntarily satisfied the Final Arbitration Award.

14. The Final Arbitration Award should be confirmed and enforced pursuant to CPLR § 7510.

15. Less than one year has expired since the date of the delivery of the Final Arbitration Award. (*See Strauss Affidavit, Ex. E*).

16. No previous request for the relief sought herein has been made to this or any other Court.

WHEREFORE, Petitioner requests an Order pursuant to CPLR § 7510:

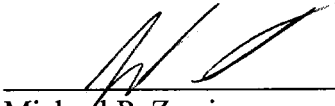
1. Confirming the Final Arbitration Award entered in the Arbitration;
2. Granting judgment in favor of Petitioner, and against Respondent, in the amount of \$179,354.35; and
4. Granting such other and further relief as the Court deems just and proper.

Dated: New York, New York  
February 17, 2016

Respectfully submitted,

LOEB & LOEB LLP

By: \_\_\_\_\_

  
Michael P. Zweig  
Jonathan Neil Strauss  
345 Park Avenue  
New York, New York 10154-0037  
(212) 407-4000  
Fax: (212) 407-4990

**VERIFICATION**

STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF NEW YORK        )

JONATHAN NEIL STRAUSS, being duly sworn, deposes and says as follows:

1. I am a partner of Loeb & Loeb LLP, the petitioner herein.
2. I have read the foregoing Verified Petition and know the contents thereof;

and the same is true to my knowledge, except as to the matters therein stated to be alleged upon information and belief, and as to those matters I believe them to be true.

  
\_\_\_\_\_  
JONATHAN NEIL STRAUSS

Sworn to before me this  
17<sup>th</sup> day of February, 2016.

  
\_\_\_\_\_  
Notary Public

**TIMOTHY B. CUMMINS**  
Notary Public, State of New York  
No. 01CU6113096  
Qualified in New York County  
Commission Expires July 19, 2016