



Melissa Young

Of Counsel

melissa.young@wilsonelser.com

New York, NY – 212.915.5437

Melissa Young defends clients against professional malpractice claims in state and federal court. Clients include a variety of (non-medical) licensed professionals, including but not limited to attorneys, CPAs, insurance brokers and licensed real estate professionals.

The firm's Professional Liability & Services attorneys work "cross-practice" with other functional areas to assist with the growing number of challenges that arise in various facets of a case, including cyber risk, privacy rights, employment law, management liability, government affairs, unfair competition, class actions and commercial/transactional services.

Education

- Benjamin N. Cardozo School of Law, Yeshiva University (J.D., 2015)
- State University of New York at New Paltz (B.A., 2008)

Bar Admissions

- New York

Court Admissions

- U.S. District Court, Southern District of New York
- U.S. District Court, Eastern District of New York

Professional Affiliations

- New York City Bar Association

Services

- Professional Liability & Services

Awards & Honors

- Selected for inclusion in *New York Metro Super Lawyers® Rising Stars™* in the Professional Liability Defense category, 2022, 2025

Representative Matters

Representing an insurance broker against claims of professional negligence and discrimination for an alleged failure to make infertility treatments available to same-sex couples under an employee benefit group health care plan and alleged violations of state and federal anti-discrimination laws.

Representing an attorney against professional negligence, conversion and fraud claims for an alleged unauthorized wire transfer of funds from the attorney's trust account.

Representing insurance brokers against malpractice claims for failure to procure adequate coverage.

Client Wins

Young and Francoeur Win Pre-Answer Motion to Dismiss, Denying Plaintiff's Cross-Motion to Amend

Melissa Young (Associate-New York, NY) and Joseph Francoeur (Partner-New York, NY) recently achieved early dismissal of fraud and negligence claims filed against a title company that had arranged a closing for a mortgage loan and transfer of partial ownership in residential premises located in Queens, New York. The plaintiff alleged she was the sole owner of the transferred premises for 30+ years prior to the closing, and that such premises had been free and clear of any encumbrances – until two of the co-defendants (private individuals / neighborhood acquaintances) allegedly impersonated the plaintiff at the closing, added themselves to the deed, took out a \$500,000 mortgage in the plaintiff's name, and absconded with the mortgage proceeds. Further, plaintiff alleged she did not attend the closing and never consented to take out a mortgage loan or transfer her property. The plaintiff filed a lawsuit against all parties involved in the closing, including the two alleged fraudsters, the mortgage lender, the closing agent who notarized the borrower's signature at the closing, and the title company. Melissa and Joe argued that the title company did not owe a duty to the plaintiff as the title company was retained by the lender, not the plaintiff, and in the absence of fraud or conversion the title company could not be held liable for negligence. With respect to the fraud claims, Melissa and Joe further argued that the allegations of the proposed amended complaint were based purely on conjecture and speculation, and that such amended pleading was devoid of any facts to substantiate the plaintiff's claims. The court agreed that both the complaint and the proposed amended complaint lacked sufficient factual allegations to support any causes of action against the title company and granted Melissa and Joe's motion, while denying plaintiff's cross-motion to amend.

Francoeur and Young Obtain Dismissal of Claim against Insurance Broker

Joseph Francoeur (Partner-New York) and Melissa Young (Associate-New York) obtained dismissal of all claims asserted against their client, an insurance broker, upon submission of a pre-answer cross-motion to dismiss based on documentary evidence. The plaintiff, a home improvement business specializing in the installation of residential exterior products, alleged that our client failed to obtain adequate insurance to cover a claim arising from the plaintiff's snow and ice removal business. In the underlying slip-and-fall accident case, the plaintiff was named a third-party defendant for allegedly failing to remove snow and ice from a walkway, and submitted its claim to its carrier who denied coverage because the policy did not cover plaintiff's snow and ice removal business. Melissa and Joe filed an opposition to plaintiff's Order to Show Cause and a pre-answer cross-motion to dismiss the Complaint against our client as the insurance certificate makes no mention of a snow/ice removal business and conspicuously states that the certificate was issued "as a matter of information only and confers no rights upon the certificate holder..." The court entered a Decision and Order dismissing the plaintiff's Order to Show Cause and granting the above-referenced cross-motion, dismissing all claims against our client.

Francoeur and Young Obtain Dismissal of Claim against Insurance Broker

Joseph Francoeur (Partner-New York, NY) and Melissa Young (Associate-New York, NY) achieved dismissal of all claims asserted against their client, an insurance broker agency, upon submission of a pre-answer cross-motion to dismiss based on documentary evidence. In the underlying slip-and-fall case, the plaintiff was named as a third-party defendant for allegedly failing to remove snow and ice from a walkway, and submitted the claim to its carrier, which denied coverage because the policy did not cover the plaintiff's snow and ice removal business. To establish a claim for negligence or breach of contract against an insurance broker, a plaintiff must show that a specific request was made to the broker for the coverage that was not provided in the policy. Plaintiff's further argued that it reasonably believed its snow and ice removal operation was covered because our client had issued a Certificate of Insurance. New York courts have held that it is unreasonable to rely on an insurance certificate where such certificate contains disclaimer language that the certificate was "issued as a matter of information only and confers no rights upon the certificate holder." The court agreed with Melissa and Joe's arguments that the plaintiff never requested coverage for the snow and ice removal business, as evidenced by the application; that the plaintiff failed to allege a special relationship with the broker; and that the conspicuous disclaimer at the top of the insurance certificate negated any reasonable reliance by the plaintiff on the contents of such certificate with respect to coverage.