

## DEAN G. ARONIN

ASSOCIATE



### AREAS OF PRACTICE

Maritime Litigation  
New York Construction and Labor Law  
General Liability  
Commercial Litigation

### CONTACT INFO

(212) 376-6449  
[dgaronin@mdwgc.com](mailto:dgaronin@mdwgc.com)

Wall Street Plaza  
88 Pine Street, 21st Floor  
New York, NY 10005

### ADMISSIONS

New Jersey  
2015

New York  
2015

U.S. District Court District of  
New Jersey  
2017

U.S. District Court Eastern  
District of New York  
2017

U.S. District Court Southern  
District of New York  
2017

### EDUCATION

Benjamin N. Cardozo School  
of Law (J.D., cum laude, 2015)

Adelphi University (B.B.A, cum  
laude, 2012)

### OVERVIEW

Dean is an associate in the firm's Casualty Department, where he practices in the areas of admiralty and maritime litigation, construction and labor law, general liability and commercial litigation. He handles various admiralty and maritime cases, including maritime products liability, claims involving exoneration from or limitation of liability, breach of Bare Boat Charter Agreement and maritime personal injury cases, including Jones Act claims and Longshore and Harbor Workers' Compensation Act. He is a member of Maritime Law Association of the United States (MLA) and Marine and Insurance Claims Association (MICA).

Additionally, he handles various construction cases, involving construction defect claims, construction accidents, code violations and building and designed related deficiencies. His clients include owners, developers, general contractors, construction managers, subcontractors, commercial landlord and tenants, among other clients.

Prior to joining the firm, Dean worked as an associate at a New York City law firm where he represented various insurance companies related to insurance coverage issues and staged motor vehicle collisions.

Dean graduated cum laude and in the top 15% of his class from Benjamin N. Cardozo School of Law. During law school, he interned for the United States Securities & Exchange Commission, New York Regional Office. He graduated cum laude from Adelphi University with a Bachelor of Business Administration.

### THOUGHT LEADERSHIP

## **Eight Marshall Dennehey Attorneys Selected to 2021 New York Metro Super Lawyers and Rising Stars**

October 4, 2021

Eight attorneys from Marshall Dennehey's New York City and Westchester, New York offices, and one from the firm's Mount Laurel, New Jersey office, have been selected to the 2021 edition of New York Metro Super Lawyers magazine.

[Read More](#)

## **Charterers Are Not the Life of the Party: Charterers Are Liable to Vessel Owners for Unsafe Berths**

**Maritime Litigation**

**October 1, 2020**

Defense Digest, Vol. 26, No.

## **Charterers Are Liable to Vessel Owners for Unsafe Berths**

**New York**

**Maritime Litigation**

**June 1, 2020**

Defense Digest, Vol. 26, No.

## **Talk Is Cheap: Enforceability of Confidentiality Agreements Reached in Settlements in Civil Actions**

**New York**

**General Liability**

**September 1, 2019**

By Dean G. Aronin, Esq.\* Key Points: Defense Digest, Vol. 25, No. 3, September 2019. Defense Digest is prepared by Marshall Dennehey Warner Coleman & Goggin to provide information on recent legal developments of interest to our readers.

## **Come One, Come All: Motions for Partial Summary Judgment as to Liability**

**New York**

**General Liability**

**September 4, 2018**

Defense Digest, Vol. 24, No. 3, September 2018 By Dean G. Aronin, Esq.\* Key Points: Defense Digest, Vol. 24, No. 3, September 2018. Defense Digest is prepared by Marshall Dennehey Warner Coleman & Goggin to provide information on recent legal developments of interest to our readers.

## **PUBLISHED WORKS**

"Charterers Are Not the Life of the Party: Charterers Are Liable to Vessel Owners for Unsafe Berths", *Defense Digest*, Vol. No. 26, No. 3, October 2020

"Talk Is Cheap: Enforceability of Confidentiality Agreements Reached in Settlements in Civil Actions," *Defense Digest*, Vol. 25, No. 3, September 2019

"Come One, Come All: Motions for Partial Summary Judgment as to Liability", *Defense Digest*, Vol. 24, No. 3, September 2018

## RESULTS

### **Case dismissed against orthopedic doctor where \$25 million in damages was sought**

#### **Health Care Liability**

**December 30, 2019**

We obtained dismissal in U.S. District Court, Eastern District of New York on behalf of an orthopedic doctor. A legal representative and health care proxy of the plaintiff-decedent brought an action against the doctor seeking damages for negligent infliction of emotional distress and allegedly violating Jonathan's Law. That law established procedures for the notification of parents/guardians of incidents affecting the health and well-being of children and certain others.

### **Court upholds applicability of waiver of liability in funeral home case**

#### **General Liability**

**December 30, 2019**

We obtained summary judgment in the New York Supreme Court on behalf of a funeral home. The plaintiff alleged that the funeral home failed to deliver cremated remains. The funeral home had used the wrong zip code on the package. The plaintiff's son signed the funeral home's release from liability. Our motion for summary judgment argued that the plaintiff's cause of action was barred due to the release and because the plaintiff failed to demonstrate that the wrong zip code was a proximate cause.

### **Plaintiff's New York Labor Law Claims Are Dismissed.**

#### **New York Construction and Labor Law**

**December 31, 2018**

We obtained partial summary judgment in the New York Supreme Court, Queens County. The plaintiff fell from a ladder while scraping the walls of a building. The plaintiff brought New York Labor Law claims against the owner of the building, whom we represented. The plaintiff filed a motion for summary judgment in which he requested the granting of his Labor Law claim. Dean filed a cross-motion for summary judgment, seeking dismissal of the plaintiff's claim. The court granted Dean's motion.

### **Successful Defense of Fourth-year Resident Doctor**

#### **Health Care Liability**

**December 1, 2017**

Obtained summary judgment in the New York State Supreme Court, New York County on behalf of a fourth-year resident doctor. The plaintiff's suit involved a medical malpractice claim alleging that the medical providers failed to diagnose, treat, care or monitor. The defense filed the motion for summary judgment prior to the resident doctor's deposition. The court dismissed the claims against the resident doctor, ruling that the resident doctor was not responsible for diagnoses, treatment, care or monitoring of the plaintiff.

## **SIGNIFICANT REPRESENTATIVE MATTERS**

Obtained partial summary judgment in New York Supreme Court, Queens County. The plaintiff, superintendent, fell from a ladder while scraping the walls of an interior rooftop. The plaintiff brought New York Labor Law 240 and 241 claims against the owner of the building. Dean represented the owner of the building. The plaintiff filed a motion for summary judgment granting the plaintiff's New York Labor Law 240 claim based on the owner's failure to provide adequate safety devices. Dean filed a cross-motion for summary judgment dismissing the plaintiff's New York Labor Law 241 claim. Dean retained a professional engineer to establish that there were no Industrial Code or Labor Law 241 violations. The Court granted Dean's motion for summary judgment dismissing the plaintiff's New York Labor Law 241 claim based on the professional engineer's affidavit. The Court denied the plaintiff's motion based on the issue of fact as to whether the plaintiff was assigned the task of scraping, plastering or painting the walls

Obtained summary judgment in Supreme Court, Bronx County. The plaintiff, resident of an apartment, stepped on an alleged nail in her living room while renovations were being performed in her apartment. The plaintiff brought a premises liability suit against the owner, the managing agent, the general contractor and various subcontractors. Dean represented the electrical subcontractor. Dean filed a motion for summary judgment dismissing the plaintiff's complaint and the general contractor's third-party complaint. The Court granted Dean's motion for summary judgment because the plaintiff failed to meet her prima facie burden of negligence. The Court found that Dean established that the subcontractor was not in the apartment on the date of the incident and did not utilize nails to perform their work. The Court also dismissed the general contractor's claim for indemnification because the work did not arise from the work of the subcontractor.

Obtained summary judgment in New York State Supreme Court, Rockland County. The plaintiff brought a premises liability claim against the developer, the condominium and the town. Dean represented a developer of a condominium complex. The plaintiff tripped and fell on a sidewalk in the complex. Dean filed a motion for summary judgment dismissing the plaintiff's complaint prior to the developer's deposition. The Court granted Dean's motion because Dean established that the developer did not own, occupy or have a special use of the premises on the date of incident. The Court also found that the Plaintiff and the Co-Defendants failed to raise triable issues of fact as to the creation of the condition.

New York Appellate Term, Second Department affirmed an order from the District Court of Suffolk County. The case involved a plaintiff medical provider seeking to recover assigned first-party no-fault benefits against a defendant insurance company. Dean represented the insurance company and filed a motion for summary judgment dismissing the complaint on the ground that the action was premature. The District Court of Suffolk County granted Dean's motion. The medical provider appealed that order from the District Court to the Second Department. The Second Department affirmed the District Court's order because the action in the District Court was premature. The medical provider failed to show that it provided the insurance company with all the requested verification items, which were in plaintiff's possession. The Second Department found that the 30 day period requiring the Defendant to pay or deny the claim did not run.