**Greening v. Levine, Docket No. A-2660-18T3 (App. Div. Mar. 9, 2020) (per curiam)**

Unpublished decision affirming grant of summary judgment for lack of proof of proximate cause finding plaintiff could not prove action based upon other advice in underlying commercial matter would have been successful and resulted in monetary damages. Plaintiff had hired defendant attorney to represent her in connection with her purchase of a condominium unit. A fire destroyed nearly all of the building and the unit owners agreed to rebuild and hired defendant at plaintiff’s recommendation. A contractor was retained by the association to rebuild the structure. The building project fell through but the association attempted to resolve the matter with input from defendant by individually signing promissory notes rather than contest or pursue the contractor for its conduct in handling the project. Plaintiff was sued by the contractor for default on her promissory note and lost at trial so she pursued the defendant attorney for malpractice in failing to advise her to not sign the promissory note and failing to challenge the contractor’s invoicing as violating the Consumer Fraud Act. Summary judgment was affirmed on appeal finding the defendant attorney raised potential issues with the contractor’s invoicing and work but that the association’s members disagreed in pursuing the contractor for personal reasons and the owners procured a release from the contractor. Thus, even if defendant did not properly advise plaintiff of her rights under the Consumer Fraud Act, plaintiff could not show that defendant’s alleged negligence was a substantial factor in any monetary loss.