



SHELDON M. GREENBAUM

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Martin Wm. Goldman

Areas of Concentration:

- Matrimonial Law
- Family Law
- Wills, Trusts and Estates Litigation
- Commercial and Civil Litigation
- Corporate Law

Bar/Court Admissions:

- New York State courts, 1975
- US Supreme Court, 1978
- US Court of Appeals, Second Circuit, 1975
- US Court of Appeals for the Federal Circuit, 1987
- US District Court, Southern District of New York, 1975
- US District Court, Eastern District of New York, 1975
- US Court of International Trade, 1986

Legal Experience:

- Goldman & Greenbaum, P.C., 1981-Present
- Loeb & Loeb, LLP (formerly known as Hess, Segall, Guterman, Pelz & Steiner), 1978-1981
- Troutman Sanders, LLP (formerly known as Parker Chapin Flattau & Klimpl), 1974-1978

Education and Academic Honors and Activities:

New York University School of Law (JD, 1974)

- Associate Editor, Review of Law and Social Change
- Student Bar Association

New York University Stern School of Business
(BS/Accounting, magna cum laude, 1971)

- University Scholar
- Beta Gamma Sigma
- Dean's List every academic year
- Editor in Chief, college newspaper
- Editor in Chief, college yearbook
- Class President (Freshman and Sophomore years)
- Treasurer, Student Council
- Student Senator to New York University Senate

Complementary Experience:

- Justice, Village Court of Port Washington North, 2005-present
- Neutral Evaluator, Matrimonial Alternate Dispute Resolution Program, New York Supreme Court
- Adjunct Associate Professor of Business Law, New York University Stern School of Business, 1978-1983
- Board of Appeals of Village of Port Washington North, New York, Chairman, 1989-2005; Member, 1980-1989
- Assistant Controller, Wasko Gold Products, Inc., 1973-1974

- Accountant, Berkowitz & Brody, CPA's, 1970-1973

Bar Association Memberships/Committees:

- American Bar Association (Member, Family Law Section, 1982-present)
- New York State Bar Association (Member, Family Law Section, 1982-present)
- New York City Bar Association

Significant Cases:

- P. v. P., Supreme Court, Nassau County (8/20/03) (Divorce settlement distributing 80% of known marital assets and 100% of any assets discovered in the future to wife because of husband's claimed dissipation or secretion of those assets.)
- Rattner v. Rattner, 4/5/91 N.Y.L.J., p. 26, col. 2 (Sup. Ct. N.Y. Co. 1991) (In a ground-breaking case, a husband was awarded temporary alimony even though he was receiving investment income, had substantial assets, and had no physical disability.)
- Rubin v. Rubin, 275 A.D.2d 404, 712 N.Y.S.2d 626 (2nd Dept. 2000) (Reversing a lower court, an appellate court held that a challenge to a pre-nuptial agreement must be brought within six years after the agreement is signed in the absence of fraud, duress, mistake or overreaching. The existence of a viable marriage does not toll the statute of limitations.)
- Lewis v. Lewis, 103 A.D.2d 714, 478 N.Y.S.2d 11 (1st Dept. 1984) (In a rare appellate decision, an interim alimony award fixed by a lower court was slashed by 40% since the wife failed to justify her failure to return to the work force.)
- Rubin v. Rubin, 262 A.D.2d 390, 690 N.Y.S.2d 742 (2nd Dept. 1999) (Reversing a lower court, an appellate court held that a divorcing party could not be awarded interim alimony since the pre-nuptial agreement demanded by that party and drafted by that party's attorney contained a waiver of such a right.)
- Natole v. Natole, 256 A.D. 2d 558, 682 N.Y.S.2d 864 (2nd Dept. 1998) (Appellate court held that a stipulation of settlement reached in open court will be strictly enforced in the absence of fraud, duress, mistake or overreaching.)
- Manowitz v. Senter, 62 A.D.2d 898, 406 N.Y.S.2d 466 (1st Dept. 1978), app. dismd. 45 N.Y.2d 819, 381 N.E.2d 607, 409 N.Y.S.2d 209 (1978) (Appellate court held that a retired employee could not have his pension rights forfeited when he later engaged in business activities which competed with his former employer.)
- Romanello v. Hirschfield, 63 N.Y.2d 613, 468 N.E.2d 701, 479 N.Y.S.2d 519 (1984), rev'g for reasons stated in dissent at 98 A.D.2d 657, 470 N.Y.S.2d 328 (1st Dept. 1983) (New York's highest court reversed an intermediate appeals court, summarily holding that a landlord may not oust a tenant from an apartment without resorting to proper legal

process and without providing proper legal notice.)

- Metromedia, Inc. v. Tax Commission of the City of New York, 106 Misc. 2d 1001, 436 N.Y.S.2d 837 (Sup. Ct. Bronx Co. 1981) (New York City could not subject billboards on elevated subway overpasses to real property taxation.)
- Seymour Winick, Inc. v. Ariana Realty Co., 171 A.D.2d 785, 567 N.Y.S.2d 506 (2nd Dept. 1991) (A commercial landlord could be held liable for defrauding its restaurant tenant where: (i) the landlord represented to the tenant that the landlord would not lease space to another restaurant if the tenant moved its restaurant to different space in the building; and (ii) the landlord later leased space in the building to a competing restaurant.)
- Ashil U.S.A. Holdings Corp. v. Cimerring, 273 A.D.2d 41, 708 N.Y.S.2d 865 (1st Dept. 2000) (Appellate court held that a lower court had properly upheld a stipulation reached in open court after ample consultation with counsel in the absence of fraud, mistake or collusion.)
- Gihon, LLC v. 501 Second Street, LLC, 306 A.D.2d 376, 761 N.Y.S.2d 276 (2nd Dept. 2003) (Appellate court held that a lower court properly issued an injunction restraining a landlord from terminating a commercial lease with a tenant.)
- Barkon Realty Corp. v. MJD Management Corp., 249 A.D.2d 102, 670 N.Y.S.2d 771 (1st Dept. 1998) (Appellate court held that a lower court properly denied summary judgment seeking specific performance of a real estate sales contract.)
- Trustees of Hanover Square Realty v. Weintraub, 52 A.D.2d 600, 382 N.Y.S.2d 110 (2nd Dept. 1976) (Rejecting previously controlling appellate authority, an appellate court held that a lower court properly found that a shopping center developer was liable to subcontractors only to the extent of the amount still owed by the developer to the general contractor who engaged those subcontractors, but failed to pay them.)
- St. Eve International Inc. v. U.S., 11 C.I.T. 224, 1987 WL 8808 (CIT 1987) (A court directed the United States Customs Service to allow importation of certain garments into the United States.)
- Alpex Computer Corp. v. Pitney-Bowes, Inc., 417 F. Supp. 328 (S.D.N.Y. 1976) (A liquidation of a business does not constitute a forced sale of securities within the meaning of the federal securities laws.)
- Norwegian American Cruises v. Empress Travel Franchise Corp., 1984 W.L. 1431 (S.D.N.Y. 1984) (Cruise ship company engaged in interstate commerce was not required to qualify to do business within New York in order to commence litigation in New York courts.)
- Land Mine Enterprises v. Sylvester Builders, 74 F.Supp. 2d 401 (S.D.N.Y. 1999) (Lawsuit by property owner for damages against a contractor for failure to complete performance under a construction contract and against a bonding company under payment and performance bonds issued to the contractor by a Federal Bureau of Investigation operative as part of an undercover sting operation.)

- Giglio v. Kessler, 54 A.D.2d 556, 386 N.Y.S.2d 1008 (2nd Dept. 1976) (Lawsuit by investors against national accounting firm for malpractice and breach of contract.)
- Candor Diamond Corp., 26 B.R. 844 (U.S.B.C. S.D.N.Y. 1983) (Bankruptcy proceeding involving court direction to wife of bankrupt corporation's owner to turn over proceeds of a check.)
- Candor Diamond Corp., 30 B.R. 17 (U.S.B.C. S.D.N.Y. 1983) (Scope of documents properly included in a record on appeal from a Bankruptcy Court determination.)

Prior results do not guarantee a similar outcome.

Personal Data:

- Born July 1, 1950, Brooklyn, New York
- US Army Reserve, Army Security Agency, 1970 - 1976