

CIVIL COURT OF THE CITY OF NEW YORK
COUNTY OF NEW YORK

LEASE FINANCE GROUP LLC,

Index No.:001937/14

Plaintiff,

DECISION/ORDER

-against-

SANDY BENOIT AKA SANDY M
FOURNIER AKA SANDRA BENOIT

**CIVIL COURT
OF THE
CITY OF NEW YORK**

2017

Defendant.

**ENTERED
NEW YORK COUNTY**

Recitation, as required by CPLR 2219(a), of the papers considered in the review of the motion before the court:

Papers	Numbered
Notice of Motion and Affidavits annexed	1
Opposition	2
Reply and affidavits	3

The plaintiff, Lease Finance Group LLC (“Plaintiff”), moves by Notice of Motion for summary judgment pursuant to CPLR 3212 on its breach of written guaranty and attorneys’ fees causes of action, and dismissing defendant’s affirmative defenses. The defendant, Sandy Benoit (“Defendant”) opposes the motion.

Plaintiff commenced this action to recover monies due under a personal guaranty, claiming the defendant personally guaranteed payment of an equipment finance lease and the subject lease and guaranty were assigned to the plaintiff. Plaintiff contends they are entitled to summary judgment based on the *prima facie* showing of a valid unconditional guaranty and defendant’s failure to make the payment obligations. *Kensington House Co v. Gram*, 293 A.D.2d 304 (1st Dept 2002). However, summary judgment is only appropriate where there is no genuine triable issue of fact and where the papers submitted warrant that the court directs judgment in favor of the moving party as a matter of law. *Andre v Pomeroy*, 35 N.Y.2d 361 (1974).

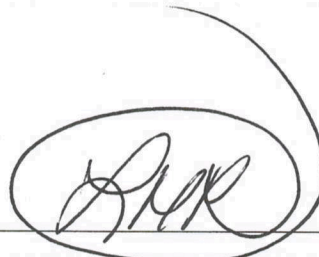
After review of the papers submitted, the court finds that Plaintiff’s motion papers are insufficient to support a motion for summary judgment. Plaintiff relies on an affidavit by Lina Kravic that is conclusory, lacks personal knowledge of the facts, and has no probative value. *see Zuckerman v. City of New York*, 49 N.Y.2d 557, 562 (1980); *Rodriguez v. Bronx Zoo Restaurant, Inc.*, 110 A.D.3d 412, 412 - 413 (1st Dept 2013). Notably, close review of the exhibits attached to

Ms. Kravic's affidavit shows the copy of the subject lease provided is incomplete and there is no proof of assignment of the subject lease. *TPZ Corp. v. Dabbs*, 25 A.D.3d 787, 790 (2nd Dept. 2006). Moreover, regardless of any deficiencies, the Defendant has also raised triable issues of fact; to wit: whether it is her genuine signature on the subject lease.

For the following reasons, Plaintiff's motion for summary judgment is denied in its entirety.

This constitutes the Decision and Order of this court.

Date: December 18, 2017

A handwritten signature in black ink, appearing to read 'LR', is written over a horizontal line. The signature is enclosed within a large, loopy oval shape.

HON. LETICIA M. RAMIREZ, J.C.C.

HON. LETICIA RAMIREZ

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DEC 20 2017
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