

**Hafez Fine Rugs & Antique Arts, Inc. v Parvizian Inc.
of Texas**

2014 NY Slip Op 30325(U)

February 5, 2014

Sup Ct, NY County

Docket Number: 114898/07

Judge: Charles E. Ramos

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: IAS PART 53

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HAFEZ FINE RUGS & ANTIQUE ARTS, INC. and
ZAGROS CORP.

Plaintiff,

Index No. 114898/07

-against-

**AMENDED
INQUEST DECISION**

PARVIZIAN INC. OF TEXAS and MASSUD
PARVIZIAN,

Defendants.

-----x
HON. CHARLES E. RAMOS, J.S.C.

After due deliberation and consideration of all the evidence submitted, this Court hereby makes the following findings of essential facts:

1. On November 7, 2007, Hafez Fine Rugs & Antique Arts, Inc. ("Hafez") and Zagros Corp. ("Zagros") commenced this action against Parvizian Inc. Of Texas ("Parvizian Texas") and Massud Parvizian ("Parvizian") by service and filing of a Summons and Complaint.

2. On January 15, 2013, a trial was held before this Court wherein, the Court determined that there were no triable issues of fact and directed the parties to submit papers for an inquest on damages.

3. As of the date of this decision, this Court has not received a submission from any of the defendants. As a result, Hafez and Zagro's submission is unopposed.

4. Hafez and Zagros are wholesale rug dealers located in

the state of New York.

5. Parvizian Texas is a retail rug dealer located in the state of Texas. Parvizian is the owner of Parvizian Texas.

6. Parvizian would routinely travel to Hafez and Zagros to purchase rugs for resale in Texas.

7. The invoices clearly establish that Parvizian's promise to pay was a secondary obligation (*S. Shabab Aff.*, Exhibit A; C).

Hafez's Damages

8. In December 2002 and October 2003, Parvizian traveled to Hafez's store and selected certain rugs for purchase. The rugs were then invoiced according to prices agreed upon by the Hafez and Parvizian, prepared for shipment, and delivered to Parvizian of Texas.

9. The cost of the December 2002 shipment of rugs was \$105,450 (*id.* at Exhibit A). The cost of the October 2003 shipment of rugs was \$1,966,977 (*id.* at Exhibit C).

10. In September 2004, defendants attempted to return 450 rugs (*id.* at Exhibit F). Out of the 450 rugs, 173 suffered water damage in transit (*id.* at Exhibit G). Of the 173 damaged rugs, 85 were beyond repair and were a total loss. The cost of the 85 irreparably damaged rugs was \$255,000 (*id.* at Exhibit H).

11. The invoices provide that "[a]ll risk of damage, loss of theft is borne by [the defendants]" (*id.* at Exhibit A; C).

12. Nonetheless, Hafez submitted a claim to its insurance carrier and recovered \$127,935.07 (*id.* at Exhibit I). No claim was submitted by Parvizian to its insurance claim.

13. In addition, Hafez seeks \$125,557 as the overdue balance for rugs that were delivered to the defendants, but not paid for or returned. The overdue balance includes a credit of \$37,500 for three payments made by the defendants (*id.* at Exhibit J; K).

Hafez's Attorney's Fees

14. The invoices further provide that "[a]ll costs of attorney's fees will be borne by the [the defendants]" (*id.* at Exhibit A; C).

15. Hafez seeks an award for attorney's fees in the amount of \$31,250.

16. In support, Hafez submits an affirmation from its attorney Sharman Shabab, Esq. detailing the services provided by her and her co-counsel Glen Wurzel, Esq. Both attorneys bill at an hourly rate of \$250 per hour (S. Shabab Aff., ¶ 15).

17. The Court finds the supporting documents provided credible and awards Hafez \$31,250 for 125 of legal work (*id.*).

18. Hafez is awarded \$127,064.90¹ for the damaged rugs (\$255,000 minus 127,935.07) and \$125,557 as the overdue balance

¹ The plaintiffs miscalculate this amount as 173,644.93 in its papers.

for the delivered rugs, and \$31,250 in attorney's fees pursuant to the invoices. Hafez's total award is \$283,871.90.

Zagros' Damages

19. In January 2003 and January 2004, Parvizian traveled to Zagros store and selected certain rugs for purchase. The rugs were then invoiced according to prices agreed upon by the Zagros and Parvizian, prepared for shipment, and delivered to Parvizian of Texas.

20. In April 2004, the defendants attempted to return 20 bales of rugs. Seven rugs were damaged in transit, requiring Zagros to repair the damaged rugs.

21. The cost to repair the damaged rugs was \$23,500 (*id.* at Exhibit J; K).

22. The Court, without opposition from the defendants, finds that the above recitation of events and the attendant proof credible and the action meritorious.

Accordingly, it is

ORDERED and ADJUDGED that the plaintiff Hafez Fine Rugs & Antique Arts, Inc., is hereby awarded damages against defendant Parvizian Inc. of Texas in the amount of \$283,871.90 plus costs and disbursements, as taxed by the Clerk upon submission of an appropriate bill of costs; and it is further

ORDERED and ADJUDGED that the plaintiff Zagros Corp. is hereby awarded damages against defendant Parvizian Inc. of Texas

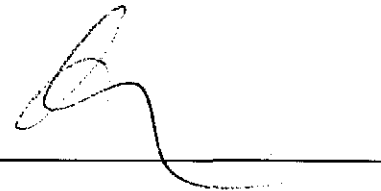
in the amount of \$23,500 plus costs and disbursements, as taxed by the Clerk upon submission of an appropriate bill of costs; and it is further

ORDERED and ADJUDGED that the plaintiffs shall serve a copy of the judgment on the defendant Parvizian Inc. of Texas within forty-five (60) days after the date of this decision with notice of entry; and it is further

ORDERED that the Clerk is directed to enter judgment accordingly.

This constitutes the Decision and Order of the Court.

Dated: February 5, 2014



J.S.C.

HON. CHARLES E. RAMOS