

LG Funding LLC v Nazy
2019 NY Slip Op 30396(U)
February 14, 2019
Supreme Court, Nassau County
Docket Number: 604898/18
Judge: Antonio I. Brandveen
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ORIGINAL

SHORT FORM ORDER

SUPREME COURT - STATE OF NEW YORK

Present: ANTONIO I. BRANDVEEN
J. S. C.

LG FUNDING LLC,

TRIAL / IAS PART 25
NASSAU COUNTY

Plaintiff,

- against -

Index No. 604898/18

NUHA NAZY a/k/a NUHA JAMIL NAZY,

Motion Sequence No. 001

Defendant.

The following papers having been read on this motion:

Notice of Motion, Affidavits, & Exhibits	<u>1</u>
Answering Affidavits	_____
Replying Affidavits	_____
Briefs: Plaintiff's / Petitioner's	<u>2</u>
Defendant's / Respondent's	_____

UPON DUE DELIBERATION AND CONSIDERATION BY THE COURT of
the foregoing papers, this motion is decided as follows:

The plaintiff, LG Funding LLC, moves for an order, pursuant to CPLR § 3215, directing the entry of a default judgment against the only defendant, Nuha Nazy a/k/a Nuha Jamil Nazy, in this breach of contract action to recover the sum of \$33,833.20, with interest from October 20, 2017, plus reasonable attorneys' fees in the sum of \$8,458.30. There is no opposition by Nazy.

The parties entered into a written agreement whereby the plaintiff paid \$30,690.00

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to receive \$39,283.20 of the future accounts receivable of NNRDS LLC d/b/a Rightsource Document Services. The plaintiff was to be paid by debiting 15% of the receivables from the bank account of Rightsource until the plaintiff would receive the full amount due. The defendant guaranteed the obligations of Rightsource under the agreement. Rightsource breached the agreement by (1) defaulting on its representations and warranties to the plaintiff, (2) failing to direct payments to the plaintiff, (3) blocking the plaintiff's access to a designated bank account from which Rightsource agreed to permit the plaintiff to withdraw receivables, (4) failing to deposit receivables into the designated account, (5) disposing of the assets of Rightsource without plaintiff's prior express written consent, and (6) depositing receivables into a bank account other than the designated account. The plaintiff held the defendant in default of the guaranty on October 20, 2017, and now seeks the recovery of \$33,833.20 with interest from October 20, 2017.

The plaintiff also seeks the recovery of its reasonable attorney's fees, which are authorized by Section 3.3 of the parties' agreement, in the sum of \$8,458.30. Gene W. Rosen, Esq., the principal of Gene Rosen's Law Firm, PC, states in a supporting affirmation his qualifications as an attorney duly admitted practicing law in the State of New York since 2007, in New Jersey since 2011, and in Connecticut since 2016. Rosen states that litigation is central to the practice and Rosen regularly handles cases, such as this one. Rosen cites dozens of reported decisions that he was responsible for, the vast majority of which were favorable to his clients. Rosen points out his selection to the

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New York Metro Super Lawyers Rising Stars list for 2014, 2015, 2016, 2017, and 2018. Rosen also cites his Lifetime Charter Membership to Best Attorneys of America, a Premier 100 Civil member of the American Academy of Trial Attorneys and the National Academy of Jurisprudence. Rosen is currently the President of the Jewish Lawyers Association of Nassau County, and previously served as Vice President, Treasurer, and a member of the Board of Directors. Rosen is also a member of the Nassau County Bar Association.

Rosen provided specifics regarding the necessary legal services rendered in this matter, including his customary hourly rate for legal services of \$500.00, multiplied by the 11 hours spent on the case, for a total of \$5,500.00. However, Rosen notes that the legal fee for this matter was agreed upon to be handled on a contingency basis of one-quarter of all sums recovered, and if local counsel in another State must become involved to assist in collecting the money due to the plaintiff, then the legal fee would be increased to one third of all sums recovered. Rosen indicated that no local counsel in another State has been retained to become involved in this matter, but that the plaintiff reserved the right to make a supplemental fee application should there be a change in circumstances in the future. Consequently, Rosen requests a legal fee of one quarter of the \$33,833.20 sought, which comes to \$8,458.30.

The Court find that the plaintiff has satisfied its burden for directing the entry of a default judgment against the only defendant, Nuha Nazy a/k/a Nuha Jamil Nazy in this

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breach of contract action in the sum of \$33,833.20, with interest from October 20, 2017, plus reasonable attorneys' fees in the sum of \$8,458.30. The plaintiff provides proof that service of the summons and verified complaint was duly effectuated upon the defendant guarantor, that the defendant is in default for the failure to answer or otherwise move with respect to the complaint, that the time to do so has expired and has not been extended, and that the defendant is the guarantor under the written contract. Accordingly, it is

ORDERED, ADJUDGED and DECREED that the motion is GRANTED awarding judgment to the plaintiff against the defendant, Nuha Nazy a/k/a Nuha Jamil Nazy, and directing the entry of a default judgment against the only defendant in the sum of \$33,833.20, with interest from October 20, 2017, and reasonable attorneys' fees in the sum of \$8,458.30.

The foregoing constitutes the decision and order of the Court.

Submit Judgment.

Dated: February 14, 2019



J. S. C.

FINAL DISPOSITION

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ENTERED

FEB 21 2019

NASSAU COUNTY
COUNTY CLERK'S OFFICE