

**Hamilton Equity Group, LLC v Jeffrey D. Grant & Assoc., PLLC**

2026 NY Slip Op 31023(U)

March 16, 2026

Supreme Court, New York County

Docket Number: Index No. 151457/2025

Judge: James G. Clynes

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This opinion is uncorrected and not selected for official publication.

SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. JAMES G. CLYNES PART 39M

Justice

-----X

HAMILTON EQUITY GROUP, LLC, AS ASSIGNEE OF
HSBC BANK USA, NATIONAL ASSOCIATION
SUCCESSOR BY MERGER TO HSBC BANK USA,

Plaintiff,

- v -

JEFFREY D. GRANT & ASSOCIATES, PLLC, JEFFREY
GRANT

Defendant.

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INDEX NO. 151457/2025

MOTION DATE 06/25/2025

MOTION SEQ. NO. 001

DECISION + ORDER ON
MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 001) 8, 9, 10, 11, 12, 13,
14, 15, 16, 17, 18, 19, 20, 21, 22

were read on this motion to/for RENEWAL

Upon the foregoing documents, it is ordered that the motion by Plaintiff for summary
judgment to renew a money judgment and extend its lien against defendants' property in its favor
and against defendants Jeffrey D. Grant & Associates, PLLC and Jeffrey Grant in the principal
amount of \$142,989.26, together with interest from November 4, 2005, at the statutory rate of
9% per annum, plus post judgment costs of \$1,071.25, and disbursements and the Defendants'
cross-motion for summary judgment and dismissal or in the alternative for a hearing to be
scheduled to determine jurisdictional issues are decided as follows.

On November 4, 2005, plaintiff HSBC BANK USA obtained default judgment against
JEFFREY D. GRANT & ASSOCIATES, PLLC, and JEFFREY GRANT in the amount of
\$142,989.25. Plaintiff contends the judgment became a lien against real property upon the filing
and docketing of the judgment. On December 8, 2009, HSBC BANK USA assigned their
judgment against JEFFREY D. GRANT & ASSOCIATES, PLLC, and JEFFREY GRANT to
HAMILTON EQUITY GROUP, LLC. On May 4, 2012, plaintiff and defendants entered into a
stipulation of settlement in the Superior Court of Stamford-Norwalk where defendants would
owe Plaintiff \$226,717.10 with no weekly order of payments due to the defendants'
circumstances.

Defendants' cross-moves against plaintiff contending proper service was not made at his address, the application is untimely as a renewal of a judgment must be done within 10 years from the docket date, he has no assets or property outside of his property in Florida, the previous stipulation of settlement promised plaintiff would have no right to execute a wage garnishment or be obliged to make weekly payments, and demands \$1,000,000.00 for his counterclaims.

### **PLAINTIFF'S MOTION FOR RENEWAL JUDGMENT**

Pursuant to CPLR 5014 an action upon a money judgment entered in a court of the state may only be maintained between the original parties to the judgment where:

1. ten years have elapsed since the first docketing of the judgment; or
2. the judgment was entered against the defendant by default for want of appearance and the summons was served other than by personal delivery to him or to his agent for service designated under rule 318, either within or without the state; or
3. the court in which the action is sought to be brought so orders on motion with such notice to such other persons as the court may direct.

A renewal judgment provides a judgment creditor with a new 20-year judgment and a corresponding 10-year lien." (*Emerald Invs. Ltd. v Toms*, 133 AD3d 558, 558, 19 N.Y.S.3d 421 [1st Dept 2015].) Although a money judgment is valid and enforceable for a period of 20 years (CPLR 211 [b]), under New York law such a judgment only remains viable as a lien against real property for 10 years (CPLR 5203 [a]). Renewal of the lien for an additional 10-year period may be obtained in accordance with the provisions of CPLR 5014, or, under certain circumstances not applicable here, the lien may be extended for a limited period pursuant to the provisions of CPLR 5203 (b). To obtain what CPLR 5014 terms a renewal judgment, through which the judgment creditor's lien against real property can be extended for a second 10-year period, CPLR 5014 requires commencement of a new plenary action between the same parties (*Gletzer v Harris*, 51 AD3d 196, 198 [1st Dept 2008]).

Here, plaintiff's motion is granted in part and denied in part. Plaintiff correctly states that a money judgment is enforceable for up to twenty years and timely filed for renewal judgment prior to the expiration of the twenty-year period for renewal of a money judgment. Plaintiff's submission, including attorney affidavit, affidavit of Matthew J. Szczepanski, and the attached exhibits, established that Hamilton Equity Group, LLC, as Assignee of HSBC Bank USA,

National Association is entitled to summary judgment to renew a money judgment in the amount of \$142,989.26, together with interest thereon from November 4, 2005, at the legal rate of 9% per annum, plus post judgment costs of \$1,071.25 and disbursements.

However, plaintiff failed to seek an extension of its lien against defendants' property before the ten-year period from when the first judgment elapsed, creating a lien gap. On November 4, 2005, default judgment was granted in favor of HSBC BANK USA. On December 8, 2009, HSBC assigned their judgment to HAMILTON EQUITY GROUP, LLC. Plaintiff admits in their affidavit that the money judgment became a lien against real property owned upon the filing and docketing of the judgment (NYSCEF DOC NO 9). Plaintiff should have sought an extension of its lien against defendants' property in or about 2014 to 2015, one year prior to the ten-year mark from when the original judgment was granted.

Therefore, plaintiff's motion seeking summary judgment to renew a money judgment is granted and the motion seeking to extend its lien against defendants' property is denied.

#### **DEFENDANTS' CROSS-MOTION FOR DISMISSAL**

Defendants cross-move for summary judgment seeking dismissal and \$1,000,000.000 on its counterclaims, plus treble damages, and punitive damages in an amount to be determined at trial.

Here, the Court is not persuaded by defendant's cross-motion as the defendants made no showing warranting summary judgment for a dismissal other than what was alleged in their cross motion.

Therefore, defendants' cross-motion is denied.

Thus, Plaintiff's motion seeking summary judgment to renew a money judgment and to extend its lien against defendants' property is granted in part and denied in part. Defendants cross-motion is denied. Accordingly, it is hereby

ORDERED that plaintiff's motion seeking summary judgment to renew a money judgment against defendant is granted; and it is further

ORDERED that plaintiff's money judgment in the amount of \$142,989.26, together with interest from November 4, 2005, at the statutory rate of 9% per annum, plus post judgment costs of \$1,071.25, and disbursements is extended and enforceable for an additional twenty years from the date of this Order; and it is further

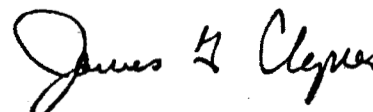
ORDERED that plaintiff's motion for summary judgment seeking to extend its lien against defendants' property is denied; and it is further

ORDERED defendants' cross-motion for summary judgment and dismissal is denied; and it is further

ORDERED that, within twenty days after this decision and order is uploaded to NYSCEF, counsel for plaintiff shall serve a copy of this decision and order, with notice of entry, upon defendants, the Clerk of the General Clerk's Office, as well as the office of the County Clerk who shall enter judgment accordingly; and it is further

ORDERED that service upon the County Clerk and the Clerk of the General Clerk's Office shall be made in accordance with the procedures set forth in the *Protocol on Courthouse and County Clerk Procedures for Electronically Filed Cases* (accessible at the "E-Filing" page on the court's website at the address [www.nycourts.gov/suptmanh](http://www.nycourts.gov/suptmanh)).

This constitutes the Decision and Order of the Court.



JAMES G. CLYNES, J.S.C.

3/16/2026

DATE

CHECK ONE:

|                                     |                            |                                     |                       |
|-------------------------------------|----------------------------|-------------------------------------|-----------------------|
| <input checked="" type="checkbox"/> | CASE DISPOSED              | <input type="checkbox"/>            | NON-FINAL DISPOSITION |
| <input type="checkbox"/>            | GRANTED                    | <input type="checkbox"/>            | DENIED                |
| <input type="checkbox"/>            | GRANTED IN PART            | <input checked="" type="checkbox"/> | OTHER                 |
| <input type="checkbox"/>            | SETTLE ORDER               | <input type="checkbox"/>            | SUBMIT ORDER          |
| <input type="checkbox"/>            | INCLUDES TRANSFER/REASSIGN | <input type="checkbox"/>            | FIDUCIARY APPOINTMENT |
| <input type="checkbox"/>            |                            | <input type="checkbox"/>            | REFERENCE             |

APPLICATION:

CHECK IF APPROPRIATE: