

**Supreme Court of the State of New York**  
**Appellate Division: Second Judicial Department**

D56503  
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Submitted - April 17, 2018

CHERYL E. CHAMBERS, J.P.  
SANDRA L. SGROI  
JOSEPH J. MALTESE  
FRANCESCA E. CONNOLLY, JJ.

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2015-11428

DECISION & ORDER

Norman R. Colon, appellant, v Porsche of Roslyn,  
defendant, Porsche Leasing, Ltd., et al., respondents.

(Index No. 5094/13)

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Norman R. Colon (Ben Lyhovsky, Brooklyn, NY, of counsel), appellant pro se.

Hogan Lovells US LLP, New York, NY (John J. Sullivan and Benjamin P. Jacobs  
of counsel), for respondents.

In an action, inter alia, to recover damages for violations of article 9-A of the Personal Property Law, the plaintiff appeals from an order of the Supreme Court, Nassau County (Margaret C. Reilly, J.), entered October 1, 2015. The order, insofar as appealed from, granted the motion of the defendants Porsche Leasing, Ltd., and Porsche Financial Services, Inc., in effect, for summary judgment dismissing the amended complaint insofar as asserted against them.

ORDERED that the order is affirmed insofar as appealed from, with costs.

The plaintiff leased a vehicle from the defendant Porsche of Roslyn and thereafter defaulted in making his lease payments. As a result, the defendant Porsche Financial Services, Inc. (hereinafter Porsche Financial), sent the plaintiff notice that he had, in effect, 12 days to cure his default. The lease was reinstated 34 days later upon the plaintiff remitting his late payments. When the plaintiff again defaulted in making lease payments, however, the vehicle was repossessed and sold.

The plaintiff commenced this action against, inter alia, Porsche Financial and the defendant Porsche Leasing, Ltd. (hereinafter Porsche Leasing). The plaintiff alleged, among other things, that those defendants violated certain provisions of article 9-A of the Personal Property Law,

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pertaining to leasing of motor vehicles. Porsche Leasing and Porsche Financial, in effect, moved for summary judgment dismissing the amended complaint insofar as asserted against them. The Supreme Court granted the motion, and the plaintiff appeals.

Contrary to the plaintiff's contention, the moving defendants demonstrated, prima facie, that they did not violate Personal Property Law §§ 337(5)(i) or 339. The moving defendants established that the plaintiff was permitted a period in excess of the required 25 days to cure his initial default and reinstate the agreement, despite an erroneous cure date listed in the notice of default (*see* Personal Property Law §§ 337[5][i]; 339; *cf. G. B. Kent & Sons v Helena Rubinstein, Inc.*, 47 NY2d 561, 563; *Yarmy v Conte*, 128 AD2d 611). Upon the plaintiff's subsequent default, the moving defendants were not required, under the lease agreement, to afford him another opportunity to reinstate the agreement (*see* Personal Property Law § 337[5][i]). In opposition, the plaintiff failed to raise a triable issue of fact.

The plaintiff's remaining contentions are without merit.

Accordingly, we agree with the Supreme Court's determination to grant the moving defendants' motion, in effect, for summary judgment dismissing the amended complaint insofar as asserted against them.

CHAMBERS, J.P., SGROI, MALTESE and CONNOLLY, JJ., concur.

ENTER:



Aprilanne Agostino  
Clerk of the Court