

**Holland Water & Dairy Co. B.V. v  
PPE 838 Holdings, Inc.**

2025 NY Slip Op 33714(U)

October 2, 2025

Supreme Court, New York County

Docket Number: Index No. 652533/2023

Judge: Ashlee Crawford

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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. ASHLEE CRAWFORD PART 38
Justice
INDEX NO. 652533/2023
MOTION DATE 10/29/2024
MOTION SEQ. NO. 002
HOLLAND WATER & DAIRY COMPANY B.V.
Plaintiff,
- v -
PPE 838 HOLDINGS, INC.,
Defendant.
DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 002) 31, 32, 33, 34, 35, 36, 37, 38, 39, 40

were read on this motion to/for MODIFY

Plaintiff Holland Water & Dairy Company B.V. ("Holland Water") moves for an order pursuant to CPLR 3025(b) and 1018 and General Obligations Law § 13-101 for leave to amend its complaint to substitute non-party Halma Solutions B.V. ("Halma") as plaintiff and to add four additional defendants.<sup>1</sup> Defendant PPE 838 Holdings, Inc. ("PPE") opposes.

This action arises out of a 2020 agreement between non-party Halma and defendant PPE for the sale of personal protective equipment. Plaintiff alleges that it is the assignee of Halma's claims (Compl. ¶ 3) and asserts claims against PPE for breach of contract, fraudulent inducement, constructive trust, unjust enrichment, and breach of fiduciary duty.

Defendant asserts an affirmative defense of lack of standing, arguing that the non-assignment clause in the agreement precludes non-party Halma from assigning its rights under the contract to plaintiff Holland Water to pursue litigation (see Agreement ¶ 26 [NYSCEF Doc. 2]; Answer ¶ 10 [NYSCEF Doc. 6]). Plaintiff therefore moves to substitute Halma as plaintiff.

<sup>1</sup> Plaintiff's notice of motion and affirmation in support request that Halma be added as an "additional" plaintiff, but the caption and language in plaintiff's proposed amended complaint reflect Halma as the sole plaintiff. The Court will therefore treat plaintiff's request to "add" Halma as a substitution.

Plaintiff also seeks to add as defendants Daniel J. King (a professional law corporation), Jason Benbasset, Corey Benbasset, and Stephen Renton; and to add causes of action against King for breach of escrow agreement, constructive trust, breach of fiduciary duty, and accounting, and to add a cause of action for fraudulent inducement against Renton and the Benbasset defendants, based on allegations that the proposed individual defendants sent plaintiff a video of goods that did not really exist in order to induce plaintiff into entering into the agreement.

In opposition, defendant argues that non-party Halma has no standing to maintain this action, because it purportedly assigned its rights under the agreement to plaintiff Holland Water; and, at the same time, challenges Holland Water's standing as non-party to the agreement containing the non-assignment clause (Memo of Law in Opp at 3-5 [NYSCEF Doc. 35]).

Defendant further argues that the proposed amended complaint is palpably insufficient and clearly devoid of merit. Defendant specifically contends that the proposed fraudulent inducement claim falls short of the particularized pleading requirement under CPLR 3016(b) by failing to allege what statements were made, when, and by whom (Memo in Opp at 5 [NYSCEF Doc. 35]). Defendant also underscores that neither the original complaint nor the proposed amended complaint are verified or accompanied by an affidavit of merit (*id.*).

#### DISCUSSION

The Court rejects defendant's argument that proposed plaintiff Halma lacks standing to pursue this action. The non-assignment clause in the agreement requires defendant's prior written consent for any assignment of Halma's rights thereunder and provides, in relevant part, that "[a]ny purported assignment, transfer, delegation or subcontract in violation of this section shall be null and void" (Agreement ¶ 26 [NYSCEF Doc. 37]). As such, Halma's purported assignment to Holland Water, which was made without defendant's approval, is without effect, and Halma has standing to maintain this action as a signatory to the agreement (see Hajdu-

Nemeth v Zachariou, 309 AD2d 578 [1st Dept 2003][signatory to agreement had standing to sue for its enforcement]).

The Court further finds that plaintiff is entitled to amend its complaint, as proposed. “Leave to amend the pleadings should be freely given absent prejudice to the opposing party and where the proposed claims are not palpably insufficient or devoid of merit” (Leyton v Siegel, 212 AD3d 521 [1st Dept 2023][internal citations omitted]; CPLR § 3025(b)). “The legal sufficiency or merits of a proposed amendment to a pleading will not be examined unless the insufficiency or lack of merit is clear and free from doubt” (Ferrer v Go New York Tours Inc., 221 AD3d 499, 500 [1st Dept 2023]). Furthermore, a plaintiff is not required to support its motion to amend the complaint with evidence or an affidavit of merit (St. Nicholas W. 126 L.P. v Republic Inv. Co., LLC, 193 AD3d 488, 488-89 [1st Dept 2021]; Hickey v Kaufman, 156 AD3d 436, 436 [1st Dept 2017], lv denied 32 NY3d 905 [2018]).

To sufficiently plead a claim for fraudulent inducement, plaintiff must allege “a misrepresentation or a material omission of fact which was false and known to be false by defendant, made for the purpose of inducing the other party to rely upon it, justifiable reliance of the other party on the misrepresentation or material omission, and injury” (United States Life Ins. Co. in City of New York v Horowitz, 192 AD3d 613 [1st Dept 2021], quoting Lama Holding Co. v Smith Barney, 88 NY2d 413, 421 [1996]). CPLR 3016(b) requires the circumstances constituting fraud to be “stated in detail” and “is satisfied when the facts suffice to permit a ‘reasonable inference’ of the alleged misconduct” (Epiphany Community Nursery Sch. v Levey, 171 AD3d 1, 9 [1st Dept 2019], lv withdrawn 34 NY3d 927 [2019]). CPLR § 3016(b) “should not be so strictly interpreted as to prevent an otherwise valid cause of action in situations where it may be impossible to state in detail the circumstances constituting a fraud” (Pludeman v Northern Leasing Systems, Inc., 10 NY3d 486, 491-492 [2008][internal citation omitted]).

While assertions made “upon information and belief” generally are insufficient to sustain

allegations of fraud (Rosenberg v OSG, LLC, 224 AD3d 466, 467 [1st Dept 2024]; Dashdevs LLC v Capital Mkts. Placement, Inc., 210 AD3d 525, 526 [1st Dept 2022]; Weinberg v Kaminsky, 166 AD3d 428, 429 [1st Dept 2018], lv dismissed in part, denied in part 35 NY3d 937 [2020]), courts have allowed fraud allegations made “upon information and belief” where they provide sufficient information to apprise the parties of the alleged wrong (Allenby, LLC v Credit Suisse, AG, 134 AD3d 577, 580 [1st Dept 2015]; see also Harris v Structuretech New York, Inc., 191 AD3d 470 [1st Dept 2021]).

Upon review of the foregoing papers, plaintiff has met its burden on its motion. Defendant neither argues nor establishes that it will be prejudiced by the proposed amendments, and plaintiff’s proposed claims are not palpably insufficient or devoid of merit. Plaintiff’s proposed fraudulent inducement claim against Jason Benbasset, Corey Benbasset, and Stephen Renton is sufficiently pled to apprise defendants of the alleged wrong (see Proposed Amended Compl. ¶¶ 4-6, 78-82). Accordingly, it is

**ORDERED** that plaintiff’s motion for leave to amend the complaint is GRANTED; and it is further

**ORDERED** that the amended complaint, in the form annexed to the motion papers, shall be deemed served on all parties who have appeared in the action upon service of a copy of this order with notice of entry via NYSCEF; and it is further

**ORDERED** that, within 20 days of entry, the supplemental summons and amended complaint, in the form annexed to the motion papers, shall be served, in accordance with the Civil Practice Law and Rules, upon the additional parties to this action; and it is further

**ORDERED** that the caption of this action is amended to read as follows:

-----X  
HALMA SOLUTIONS B.V., a foreign corporation,

Index No.: 652533/2023

Plaintiff,

-against-

PPE 838 HOLDINGS, INC., a New York corporation,  
DANIEL J. KING, A PROFESSIONAL LAW  
CORPORATION, a California Corporation,  
JASON BENBASSET, an individual,  
COREY BENBASSET, an individual, and  
STEPHEN RENTON, an individual,

Defendants.

-----X

; and it is further

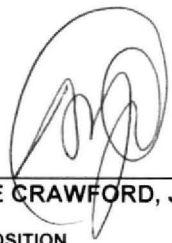
**ORDERED** that counsel for plaintiff shall serve a copy of this order with notice of entry upon the County Clerk and the Clerk of the General Clerk’s Office, who are directed to mark the court’s records to reflect the parties being added pursuant hereto; and it is further

**ORDERED** that such 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); and it is further

**ORDERED** that all parties shall appear for a preliminary conference on January 14, 2026, at 10:00 AM, at 111 Centre St., Room 1166, New York, New York.

This constitutes the decision and order of the Court.

10/2/25  
DATE

  
ASHLEE CRAWFORD, J.S.C.

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