

**U.S. Bank N.A. v Juno Care Sys., Inc.**

2025 NY Slip Op 33800(U)

October 6, 2025

Supreme Court, New York County

Docket Number: Index No. 652503/2024

Judge: Arthur F. Engoron

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SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. ARTHUR F. ENGORON PART 37

Justice

-----X

U.S. BANK NATIONAL ASSOCIATION,

Plaintiff,

- v -

JUNO CARE SYSTEMS, INC., SHANTE A. HINSON, AKILI HINSON,

Defendants.

-----X

INDEX NO. 652503/2024

MOTION DATE 05/12/2025

MOTION SEQ. NO. 002

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 002) 56, 57, 58, 59, 60, 61, 62, 63, 66, 68, 69, 70, 71, 72, 73, 74

were read on this motion for DEFAULT JUDGMENT

Upon the foregoing documents, and for the reasons stated hereinbelow, plaintiff's motion for a default judgment is granted, and defendants' cross-motion is denied.

Background

On May 15, 2024, plaintiff, U.S. Bank National Association, commenced this breach of contract action against defendants, Juno Care Systems, Inc., Shantea Hinson, and Akili Hinson, arising from equipment financing agreements and guaranties. NYSCEF Doc. No. 1. On May 22 and 23, 2024, plaintiff served defendants with process. NYSCEF Doc. Nos. 16, 17, 18. Plaintiff alleges that defendants defaulted under such financing agreements and guarantees by "failing and refusing to pay" plaintiff the monthly payments due and owing, and otherwise failing to perform their obligations, and are indebted to plaintiff, in the amounts set forth below, exclusive of interest, attorney's fees and costs:

Equipment Finance Agreement No.: xxx-xxx6474-000
(Guaranteed by Shante A. Hinson and Akili Hinson)
Principal balance: \$ 87,883.91
Late charges: \$ 888.28
Total: \$ 88,772.19

Equipment Finance Supplement No.: xxx-xxx6474-001
(Guaranteed by Shante A. Hinson and Akili Hinson)
Principal balance: \$216,580.73
Late charges: \$ 2,923.76
Total: \$219,504.49

Equipment Finance Agreement No.: xxx-xxx2693-000

(Guaranteed by Shante A. Hinson and Akili Hinson)

Principal balance: \$226,805.18

Late charges: \$ 1,586.56

**Total: \$228,391.74**

Lease Agreement No.: xxx-xxx7254-000

(Guaranteed by Shante A. Hinson)

Principal balance: \$ 8,509.28

Late charges: \$ 225.65

Total: \$ 8,734.93

**GRAND TOTAL: \$545,403.35** (the “principal amount”)

NYSCEF Doc. No. 1. The defendants failed timely to answer plaintiff's complaint. On September 24, 2024, plaintiff served defendants with notice of their default via mail. NYSCEF Doc. No. 61.

In a January 7, 2025, Decision and Order, this Court granted plaintiff's unopposed motion for a writ of replevin for certain equipment (the “Collateral”) defined in Equipment Finance Agreement number xxx-xxx6474-000 (NYSCEF Doc. No. 23), Equipment Finance Supplement number xxx-xxx6474-001 (NYSCEF Doc. No. 27), Equipment Finance Agreement number xxx-xxx2693-000 (NYSCEF Doc. No. 10), and Lease Agreement number xxx-xxx7254-000 (NYSCEF Doc. No. 15) (collectively, the “Agreements”), and covered by various UCC-1 Financing Statements (NYSCEF Doc. Nos. 26, 30, 13). NYSCEF Doc. No. 40. Defendants were ordered to make the Collateral available to plaintiff for sale or other disposition pursuant to the Uniform Commercial Code; and a Writ of Replevin was issued, directing the Sheriff or other lawfully authorized officers of the county where the Collateral may be found to take immediate possession of the Collateral and deliver same to plaintiff. Id.

On May 12, 2025, plaintiff moved, pursuant to CPLR 3215, for a default judgment against defendants, seeking a \$546,008.34 money judgment (the \$545,403.35 principal amount, plus \$605.00 in costs and disbursements), jointly and severally. NYSCEF Doc. Nos. 56, 58.

Plaintiff states that the amount demanded is based upon its business records. NYSCEF Doc. No. 58. The instant motion was adjourned from May 30, 2025, to July 30, 2025, at defendants' request, so that they could retain an attorney, which ultimately, they did not do.

Corporate defendant, Juno Care Systems, Inc. (“Juno”), has neither answered the complaint nor opposed the instant motion, and its time to do so has expired.

On June 30, 2025, pro se defendants Shantea Hinson and Akili Hinson (the “individual defendants”) filed a cross-motion, seeking an Order: (1) pursuant to CPLR 3012(d), granting leave to serve a late verified answer; or, in the alternative; (2) pursuant to CPLR 3211(d), directing narrowly tailored discovery and adjourning plaintiff's default judgment motion until that discovery was produced; and (3) staying entry of any judgment, pursuant to CPLR 3214(b) (stay of disclosure). NYSCEF Doc. No. 68. On July 18, 2025, the individual defendants

submitted a proposed verified answer on NYSCEF as Doc. No. 75. The proposed answer includes, inter alia, a general denial, six affirmative defenses, and a request that the Court dismiss the complaint. Id.

Plaintiff points out that there appears to be no cross-motion or opposition to the instant motion on behalf of Juno. NYSCEF Doc. No. 70. Plaintiff cites CPLR 321(a) for the proposition that, as a corporation, Juno must be represented by counsel in this action. Id. Plaintiff contends, accordingly, that a default judgment should be entered against Juno. Id.

In opposition to the cross-motion, plaintiff argues, inter alia, that it is procedurally defective, lacks merit, and should be denied in its entirety. NYSCEF Doc. No. 70. Plaintiff notes that the cross-motion includes only a notice of motion and lacks supporting papers. Id.

In further support of the instant motion, plaintiff argues that this Court should grant a default judgment, as defendants were properly and timely served, and they failed to enter an appearance or file an answer, “despite the fact that they had prior counsel representing them in this matter.” Id. Plaintiff also contends that the necessary facts and information are already in the individual defendants’ possession, the underlying facts are not in dispute, and the basis for calculation of the judgment sought has been provided. Id.

#### Discussion

To obtain a default judgement, a plaintiff must submit proof of service of the summons and complaint, the facts constituting the claim, the default, and the amount due. CPLR 3215. “Given that in default proceedings the defendant has failed to appear and the plaintiff does not have the benefit of discovery, the affidavit [or affirmation] ... need only allege enough facts to enable a court to determine that a viable cause of action exists.” Woodson v Mendon Leasing Corp., 100 NY2d 62, 70-71 (2003). “A defendant seeking to vacate a default in answering a complaint and to compel the plaintiff to accept an untimely answer must show both a reasonable excuse for the default and the existence of a potentially meritorious defense.” Citimortgage, Inc. v Stover, 124 AD3d 575, 576 (2d Dept 2015) (internal citations omitted).

Here, plaintiff has submitted, inter alia: the summons and complaint (NYSCEF Doc. No. 59); affidavits of service and additional notice (NYSCEF Doc. Nos. 60, 61); the Agreements and the guarantees (NYSCEF Doc. Nos. 23, 27, 10, 15, 24, 25); an affirmation of Terrica A. Vorvick, plaintiff’s officer and loss mitigation specialist, attesting to the facts of the instant action, including defendants’ default and the amount due (NYSCEF Doc. No. 73); and an affirmation in support of the motion from plaintiff’s attorney (NYSCEF Doc. No. 58).

The individual defendants have failed to demonstrate a reasonable excuse for filing an untimely answer. Further, the individual defendants have failed to include a meritorious defense. Additionally, their cross-motion lacks the required supporting papers.

The Court finds the individual defendants’ remaining arguments to be without merit, unavailing, and/or non-dispositive. Accordingly, their cross-motion must be denied.

Therefore, as plaintiff has made out prima facie entitlement to a default judgment against the individual defendants and against Juno, plaintiff's motion should be granted.

Conclusion

Thus, the motion of plaintiff, U.S. Bank National Association, for a default judgment is granted, and the Clerk is hereby directed to enter judgment in its favor against defendants, Juno Care Systems, Inc., Shantea Hinson, and Akili Hinson, jointly and severally, in the amount of \$545,403.35, plus pre-judgment interest from July 28, 2024 (thirty days after proof of service of the complaint was filed), plus statutory post-judgment interest, plus costs and disbursements.

Further, defendants' Shantea Hinson and Akili Hinson's cross-motion is hereby denied.

**HON. ARTHUR F. ENGORON**  
  
ARTHUR F. ENGORON, J.S.C.

10/6/2025  
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"/>
APPLICATION:	<input type="checkbox"/>	SETTLE ORDER	<input type="checkbox"/>	<input checked="" type="checkbox"/> OTHER
CHECK IF APPROPRIATE:	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/>	<input type="checkbox"/> REFERENCE