

Board of Directors of Picket Farm Homeowners Assn., Inc. v Kashimawo
2025 NY Slip Op 35225(U)
December 30, 2025
Supreme Court, Nassau County
Docket Number: Index No. 601455/2025
Judge: Eileen C. Daly-Sapraicone
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**SUPREME COURT – STATE OF NEW YORK
COUNTY OF NASSAU**

**PRESENT: HON. EILEEN C. DALY-SAPRAICONE,
JUSTICE OF THE SUPREME COURT**

-----X
**BOARD OF DIRECTORS OF PICKET FARM
HOMEOWNERS ASSOCIATION, INC.,
Plaintiff,**

**TRIAL/IAS, PART 19
Index No.: 601455/2025**

-against-

**Motion Seq. No.: 001, 002
Motion Submitted: 09/25/25**

**ASHLEIGH KASHIMAWO; KAZEEM
KASHIMAWO; and “JOHN DOE #1” through
“JOHN DOE #10”, the last ten (10) names being
fictitious and unknown to the Plaintiff, the person
intended being the person or parties, if any, having or
claiming an interest in or lien upon the Premises described
in the complaint,
Defendants.**

**DECISION AND ORDER
AFTER HEARING**

-----X
The following papers were read on this motion

NYSCEF
DOCUMENT NUMBERS

Notice of Motion, Affidavit	16, 18
Notice of Cross-Motion, Affirmation, Statement of Material Facts, Affidavit, Exhibits	9 – 36
Affirmation of Attorney Fees, Exhibits	47 – 50
Exhibits P1 – P7	57 – 63
Exhibits DA – DN	64 – 77

The Court conducted a hearing on September 9, 2025, September 24, 2025, and September 25, 2025.

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This is an HOA Assessment Lien Foreclosure action, which was commenced by Summons and Verified Complaint on January 20, 2025 (NYSCEF Docket Entry No. 2). Plaintiff, BOARD OF DIRECTORS OF PICKET FARM HOMEOWNERS ASSOCIATION INC. (hereinafter, Plaintiff HOA) is a homeowners association, with a principal place of business in Woodbury, Nassau County, New York. Defendants, ASHLEIGH KASHIMAWO and KAZEEM KASHIMAWO (hereinafter collectively, Defendants) are the owners of 303 Vista Drive, Jericho, New York (hereinafter, the Premises).

The Defendants acquired title to the Premises by Deed dated July 25, 2022 (NYSCEF Docket Entry No. 5). The Deed to the Premises is subject to the Governing Documents of the Plaintiff HOA. Under the terms of the Governing Documents, if an assessment charge is not paid on the date when due, as fixed by the Board of Directors of Picket Farm as assessment charges, then, together with interest thereon, such assessment charges shall become delinquent and shall constitute a lien on the Unit.

Procedural History

Pursuant to the Verified Complaint, as of August 19, 2024, Defendants were indebted to the Plaintiff HOA in the sum of \$3,654.28, said sum representing unpaid assessments and related fees through September 2024, relating to ownership of the Premises (NYSCEF Docket Entry No. 6).

On November 22, 2024, a lien for unpaid assessments in the amount of \$2,445.00 was filed in the Office of the Nassau County Clerk (NYSCEF Docket Entry No. 7). As of the date of the Verified Complaint, the sum of \$6,857.28 was due and owing, plus interest from the date of the last zero balance (NYSCEF Docket Entry No. 5).

On March 6, 2025, Defendants filed an Answer. In their answer, Defendants did not deny being late on HOA fees. Defendants stated that, “[o]n January 28, 2025, at the direction of the property manager, we delivered to [P]laintiff’s office a check for \$7,620.00. The check was accepted by the property manager and to our knowledge is still in their possession. We additionally offered to pay \$2,000.00 in attorneys fees” (NYSCEF Docket Entry No. 13).

On April 2, 2025, Defendants filed a Notice of Motion (hereinafter, Motion Sequence No. 001) in which they asked the Court to direct Plaintiff to accept full payment of all HOA dues, and penalties assessed prior to January 20, 2025, and to restore homeowner access to their payment portal, access to the resident security gate at the Premises and access to resident community amenities (NYSCEF Docket Entry No. 16).

On April 16, 2025, Plaintiff filed a Notice of Cross-Motion seeking an order (i) denying Defendants’ motion in its entirety; (ii) rejecting Defendants’ Verified Answer as untimely, or in the alternative, granting summary judgment in favor of the Plaintiff and striking the Verified Answer of Defendants pursuant to CPLR Section 3212, (iii) pursuant to CPLR Section 3215, granting a default judgment against the non-answering and/or non-appearing Defendants; (iv) striking “John Doe #1” through “John Doe #10” as unnecessary parties to this action; (v) appointing a Referee to compute the amount due pursuant to CPLR Section 4311, or in the alternative, for the appointment of a Referee to compute and report the amount due to Plaintiff pursuant to RPAPL Section 1321, CPLR Section 4311 and Section 4317; and (vi) for such other and further relief as this Court deemed just and proper (hereinafter, Motion Sequence No. 002).

The Plaintiff HOA's Motion sought a total sum of \$13,908.87 from Defendants (NYSCEF Docket Entry No. 21). Plaintiff HOA stated in their Cross-Motion that the Defendants attempted to make partial payments toward their arrears balance but that the Plaintiff HOA "rightfully rejected" the payments, and demands payment in full. Plaintiff's contended that the Governing Documents, RPP Section 339-aa and the Notice of Lien mandate that the Plaintiff HOA is entitled to recover the Lien Amount as well as interest beginning from the date of the last zero balance, together with all assessments, charges and additional fees (including but not limited to attorneys' fees) which remain due and owing with respect to the Premises.

On June 18, 2025, counsel for the Plaintiff HOA, Defendants, and counsel for Defendants appeared before the Court. By Order dated June 18, 2025 (hereinafter, the June 2025 Order), the Plaintiff HOA was directed to reinstate the ledger of the Defendants to allow Defendants to make a payment toward the outstanding HOA dues in the amount of \$8,575.00 by the close of business on June 19, 2025 (NYSCEF Docket Entry No. 46). Plaintiff HOA was also ordered to restore owner privileges including gate entry, mail delivery, right to attend HOA meetings, and use of property amenities, including but not limited to the use of the community pool, to Defendants on June 18, 2025 (NYSCEF Docket Entry No. 46).

The June 2025 Order also provided that counsel for the Plaintiff HOA was to serve an Affirmation of Legal Services rendered with legal invoices, and to serve an affirmation containing all interest that Plaintiff HOA alleges is due from Defendants (NYSCEF Docket Entry No. 46). The June 2025 Order, in effect, resolved the Defendants' Motion Sequence No. 001, and limited the relief sought in Plaintiff's Motion Sequence No. 002, to the issues of counsel fees and interest.

Plaintiff HOA's Affirmation dated July 21, 2025, sought \$16,478.50 dollars in attorneys' fees, disbursements in the amount of \$2,389.22, and interest in the amount of \$1,168.75 (NYSCEF Docket Entry No. 47).

The Testimony and Evidence

On September 9, 2025, the Court commenced the hearing on the issue of the attorneys' fees, disbursements and interest due to the Plaintiff HOA.

Attorney George Mullane (hereinafter, Attorney Mullane) testified on behalf of the Plaintiff HOA. Attorney Mullane testified that he is employed by Schneider Buchel, LLP as an attorney in the field of foreclosure law. Attorney Mullane stated that he is the chair of the landlord tenant and foreclosure department and that he has been involved in this action since its inception.

Attorney Mullane testified that he reviewed the copies of the invoices related to the instant matter and that all the tasks performed in the matter were necessary to the representation of the Plaintiff HOA. Attorney Mullane testified that the billable rates charged by his firm are competitive with similar firms in the [legal] industry. Attorney Mullane testified that the hourly rates are set by Marc Schneider, Esq. the managing partner of the firm, and they are based on three factors, position in firm, years of practice and experience. Attorney Mullane also testified about the motion practice performed by the Plaintiff HOA. Attorney Mullane testified that the By-Laws of the Picket Farm Home Owners Association, Inc. mandates an award of legal fees and costs.

Attorney Mullane stated that the Plaintiff HOA is seeking \$16,478.50 dollars in attorneys' fees, disbursements in the amount of \$2,389.22, and interest in the amount of \$1,168.75. Attorney Mullane stated that the amounts sought were all calculated in accordance with the provisions of the declaration and bylaws.

On cross examination, Attorney Mullane could not state the amount of the lien. After being shown a copy of the lien, Attorney Mullane stated that the lien amount was \$2,445.00. Attorney Mullane stated that his job as attorney for the Plaintiff HOA was to collect on the lien. Attorney Mullane affirmed that his firm did approximately \$16,000 worth of work to collect an approximately \$2,000 lien.

Attorney Mullane did not testify regarding the difference in billing rates for Margarita Morales, a paralegal employed by his firm. Margarita Morales' rates were billed at \$210.00 and \$220.00 per hour. On cross examination, Attorney Mullane testified that on direct examination, he did not testify as to Margarita Morales' years of experience or position in the firm. On re-direct, Attorney Mullane testified that the \$210.00 hourly rate was for the year 2024 and the \$220.00 hourly rate was for the year 2025. On re-direct, Attorney Mullane was asked how many years Margarita Morales had been with his firm. Attorney Mullane testified that "...she has been here for a while."

Attorney Mullane was questioned about Omer Mehanovic, a paralegal at his firm. On cross examination, Attorney Mullane testified that he did not testify on direct examination regarding Omer Mehanovic's years of experience or years of service at the firm. On re-direct, Attorney Mullane did not know the exact number of years that Omer Mehanovic had been a paralegal at his firm.

On cross examination, Attorney Mullane testified that he did not testify as to Ivana Garbowski (hereinafter, Attorney Garbowski)'s position at the firm, her years of experience or her years of service in the firm on direct examination. On re-direct, Attorney Mullane testified that Attorney Garbowski was admitted in 2013 and that she had experience in foreclosure coming to his firm.

Attorney Mullane was questioned about the flat fee charges sought by the firm. Attorney Mullane did not know how long it took to perform certain flat fee charges set forth on the billing statements. Attorney Mullane testified that on direct examination he did not testify as to the basis of the flat rate or the industry standard as to whether flat rates are appropriate or not.

Attorney Mullane testified that the Plaintiff HOA pays both flat fee charges and hourly charges. Attorney Mullane testified that flat fees are paid for the preparation of a notice of default, preparation of a notice of lien and preparation of the Summons and Complaint, and the preparation of a motion for default. Attorney Mullane testified that if an answer is received and a motion for summary judgment is required, then hourly billing occurs and that the hourly billing is "...outlined with our clients." On cross examination, Attorney Mullane stated that he did not provide that outline to the Court.

Attorney Mullane testified that on January 29, 2025, an attempt was made by the Defendants to make a partial payment and the Defendants' attempt to make partial payment is reflected in the billing entries.

Attorney Mullane testified regarding a February 6, 2025 billing entry of one (1) hour by Margarita Morales, which states "Receipt and review of affidavits of service from process server to confirm service of process; electronic filing of affidavits of service." Attorney Mullane testified that that there were only two Defendants in this action and that it is reasonable fee.

Attorney Mullane testified that on February 25, 2025, Attorney Garbowski charged a flat fee for the "Preparation of Motion for Default Judgment and Order of Reference, including Notice of Motion, Proposed Order, supporting client Affirmation and Attorney Affirmation" in the sum of \$2,075.00.

Attorney Mullane testified that on March 7, 2025 and March 12, 2025, he billed to review the Defendants' Answer. Attorney Mullane also testified that Margarita Morales billed to review the Court's Docket regarding "Defendant Notice of Motion to Dismiss," however Attorney Mullane testified that Defendants' did not file a motion to dismiss and that this filing was in fact, the Defendants' Pro Se Answer.

Attorney Mullane testified that on March 13, 2025, Attorney Garbowski charged 5.50 hours to also review Defendants' Answer and Motion to Dismiss [despite the fact that the Defendants' did not file a Motion to Dismiss] and to draft an Opposition and Cross-Motion. Attorney Mullane testified that there were additional charges with respect to the Cross-Motion on March 17, 2025, March 31, 2025, April 10, 2025, April 15, 2025, and April 16, 2025.

Attorney Mullane testified that on February 25, 2025, Attorney Garbowski charged a flat fee for the preparation of a motion for a default judgment and on March 13, 2025, Attorney Garbowski charged 5.50 hours to draft a Cross-Motion, which sought, in part, the same relief [the entry of a default judgment].

Attorney Mullane testified that a branch of the relief requested in Plaintiff HOA's Cross-Motion was for a court order rejecting the Defendants' Answer as untimely pursuant to CPLR 2101(f). The Court granted Defendants' request to take Judicial Notice of CPLR 2101(f), which provides, that failure to file a notice of rejection in 15 days precludes a party from requesting a court order rejecting an answer as untimely. Attorney Mullane testified that his firm charged hourly to argue that the Court should reject the Defendants' late answer despite the fact that the firm failed to file the notice of rejection.

Attorney Mullane testified as to the disbursements requested by the Plaintiff HOA and the interest requested by the Plaintiff HOA on Exhibit C to the Plaintiff HOA's Affirmation of Legal Fees. Attorney Mullane testified that receipts were not provided for any of the disbursements.

Attorney Mullane testified that counsel fees can exceed lien amounts in these type of proceedings.

Heidi Broumand (hereinafter, Broumand), the President of the Board of the Plaintiff HOA, testified before the Court. Broumand testified that she has been the President of the Plaintiff HOA since October 2024. Broumand testified with respect to the management of the Plaintiff HOA's community and the processes by which residents make payments. Broumand testified that she was not aware of the Defendants' attempts to make their account current prior to the initiation of litigation. Broumand testified that she is unaware of the legal fees owed by the Defendants.

Defendant, Ashleigh Kashimawo (hereinafter, AK) appeared and was sworn. AK testified that there was a period of time in which she was unable to timely pay her HOA fees. AK testified that she attempted to pay the outstanding HOA balance in January 2025 by delivering a check in the amount of \$7,620.00 to the property management office. The Defendants' Homeowner Ledger was entered into evidence as Defendants' Exhibit J. The Defendants' Homeowner Ledger reflects a balance of \$7,619.00 as of February 1, 2025. AK testified that she received correspondence from Plaintiff HOA's law firm dated February 11, 2025, seeking payment in the amount of \$16,474.05. AK testified that after receiving the correspondence from Plaintiff HOA's law firm she contacted Broumand and the check she delivered to the property management company was not cashed or returned. AK stated that she did not receive a breakdown of counsel fees until directed by the June 2025 Order. AK testified that in February 2025 she attempted to pay legal fees in the amount of approximately \$4,000.00. AK testified that she is current on all HOA fees.

Law

"The award of attorneys' fees, whether pursuant to agreement or statute, must be reasonable and not excessive" (*see RMP Capital Corp. v Victory Jet, LLC*, 139 AD3d at 839).

"In determining what is reasonable compensation for an attorney, the court may consider a number of factors, including, inter alia, the time and labor required, the difficulty of the questions involved, and the skill required to handle the problems presented, the lawyer's experience, ability, and reputation, the customary fee charged for similar services, and the results obtained (*see RMP Capital Corp. v Victory Jet, LLC*, 139 AD3d at 839; *Diaz v Audi of Am., Inc.*, 57 AD3d 828, 830 [2008]).

The determination of reasonable attorney's fees is generally left to the discretion of the trial court, which is often in the best position to determine those factors integral to the fixing of a reasonable fee (*see RMP Capital Corp. v Victory Jet, LLC*, 139 AD3d at 840; *Miller Realty Assoc. v Amendola*, 51 AD3d at 990)."

"In terms of the customary fee charged for similar services, there should be evidence as to the amount charged for similar services by lawyers in the community with like experience and of comparable reputation to those by whom the prevailing party was represented" (*Museum Bldg. Holdings, LLC v Schreiber*, 85 Misc 3d 1274(A)[Kings County Supreme Court 2025] citing *Kaygreen Realty Co., LLC v IG Second Generation Partners, L.P.*, 78 AD3d 1008 [2d Dept 2010], quoting *Getty Petroleum Corp. v G.M. Triple S. Corp.*, 187 AD2d 483, 483-484 [2d Dept 1992]).

The Second Department has held that, if there is block billing, including vague and nonspecific billing entries, the Court may exercise its discretion and adjust the billed amounts. (see *RMP Capital Corp.*, 139 AD3d at 840 [25% reduction]).

Analysis and Conclusion

The burden was on the Plaintiff HOA to show that the fees assessed and sought to be recovered were reasonable and not excessive. The Court finds that the attorneys fees, and disbursements incurred after February 1, 2025 were not reasonable. It is undisputed that Defendant AK attempted to make payment in full of the ledger balance on February 1, 2025 of \$7,617.28 by delivering a check in the amount of \$7,620.00 to Plaintiff HOA's management company (See Defendant's Exhibit J). Instead of resolving this matter with the Defendants at that time by providing an itemized billing statement regarding their attorneys fees, the Plaintiff HOA proceeded with litigation, which forced the Defendants to file a responsive pleading. In their answer, Defendants did not deny being late on HOA fees. Defendants stated that, "[o]n January 28, 2025, at the direction of the property manager, we delivered to [P]laintiff's office a check for \$7,620.00. The check was accepted by the property manager and to our knowledge is still in their possession. We additionally offered to pay \$2,000.00 in attorneys fees" (NYSCEF Docket Entry No. 13). It is unclear to the Court why any additional legal work was pursued after February 1, 2025 by the Plaintiff HOA. The Court finds it especially concerning that the Plaintiff HOA's law firm billed Defendants twice for the preparation of a Motion for Default and then a duplicative Cross-Motion. The Court cannot overlook the fact that multiple entries by Attorneys Mullane and Garbowski and their paralegal are duplicative after February 1, 2025. The Plaintiff HOA's law firm's duplicative billing and double-billing further evidence the fact that the attorneys fees incurred after February 1, 2025 are not reasonable and are, in fact, excessive.

From August 19, 2024 through February 1, 2025, the Plaintiff HOA's law firm billed a flat rate of \$2,400.00¹. From August 19, 2024 through February 1, 2025, the Plaintiff HOA's law firm billed paralegal hourly time in the amount of \$278.00² and attorney time in the amount of \$81.00³ for a total hourly charge of \$359.00⁴. The Court finds that the flat rate billing was nonspecific, and there was no evidence from the Plaintiff HOA's law firm regarding the customary fee charged for similar services. As such, the Court finds that the combined flat rate and hourly charges in the amount of \$2,759 shall be subject to an across-the-board reduction of 25%, for a total due from Defendants to Plaintiff HOA in the sum of \$2,069.25⁵.

With respect to the Plaintiff HOA's claimed expenses (disbursements), the Plaintiff HOA did not provide copies of the invoices and/or receipts. In the absence of evidence, the Plaintiff HOA cannot recover their disbursements.

¹ See Exhibit I, 8/19/2024 flat rate entry of \$550.00, 10/1/2024 flat rate entry of \$550.00, 1/6/2025 flat rate entry of \$1,850.00 ($\$550.00 + \$550.00 + 1,850.00 = \$2,400.00$).

² See Exhibit I, 11/7/2024 entry in the amount of \$105.00, 12/20/2024 entry in the amount of \$63.00, and 1/21/2025 entry in the amount of \$110.00. ($\$105.00 + \$63.00 + \$110.00 = \278.00).

³ See Exhibit I, 1/29/2025 entry in the amount of \$81.00.

⁴ ($\$278.00 + \$81.00 = 359.00$)

⁵ ($\$2,400.00 + \$359.00 = \$2,759.00$ and 25% of \$2,759.00 = \$689.75 and $\$2,759.00 - \$689.75 = \$2,069.25$).

Finally, with respect to the interest at the maximum legal rate on the unpaid sums assessed to the Premises and due and owing to the HOA, the Court finds that the Plaintiff HOA is entitled to interest through and including January 2025. According to the Account History, entered into evidence, interest for April 2024 through and including January 2025, totaled the sum of \$518.59.⁶

Now, upon the Order of this Court dated June 18, 2025, the hearing held and placed on the record before this Court on September 9, 2025 and September 24, 2025, and upon review of the papers heretofore enumerated, it is hereby

ORDERED, that Plaintiff, BOARD OF DIRECTORS OF PICKET FARM HOMEOWNERS ASSOCIATION, INC., is entitled to recover from Defendants, ASHLEIGH KASHIMAWO and KAZEEM KASHIMAWO the amount of \$2,069.25 as the reasonable fees incurred in connection with this proceeding; and it is further

ORDERED, that Plaintiff, BOARD OF DIRECTORS OF PICKET FARM HOMEOWNERS ASSOCIATION, INC., is entitled to recover from Defendants, ASHLEIGH KASHIMAWO and KAZEEM KASHIMAWO the amount of \$518.59 as the interest at the maximum rate on the unpaid sums assessed to the subject Premises; and it is further

ORDERED, that Defendants, shall pay the reasonable fees incurred and the interest on the unpaid sums assessed to the subject Premises within ninety (90) days of the entry date of this Decision and Order; and it is further

ORDERED, that the Clerk of this Court is directed to mark Motion Sequence No. 001 as **GRANTED to the extent as set forth in this Court's Order dated June 18, 2025**; and it is further

ORDERED, that the Clerk of this Court is directed to mark Motion Sequence No. 002 as **GRANTED to the extent as set forth in Order**; and it is further

ORDERED, that any relief not specifically addressed herein is **DENIED**.

⁶ See Exhibit I, April 2024 interest of \$15.20, May 2024 interest of \$30.40, June 2024 interest of \$35.10, July 2024 interest of \$29.80, August 2024 interest of \$25.00, September 2024 interest of \$34.20, October 2024 interest in the amount of \$49.90, November 2024 interest in the amount of \$65.10, December 2024 interest in the amount of \$109.35, January 2025 interest in the amount of \$124.54. ($\$15.20 + \$30.40 + \$35.10 + \$29.80 + \$25.00 + \$34.20 + \$49.90 + \$65.10 + \$109.35 + \$124.54 = \518.59).

This constitutes the Decision and Order of this Court after hearing.

Dated: December 30, 2025
Mineola, New York

ENTER:



HON. EILEEN C. DALY-SAPRAICONE, J.S.C.

ENTERED

Jan 05 2026

NASSAU COUNTY
COUNTY CLERK'S OFFICE