

554 W. 174, LLC v PV Parking IV Corp.

2026 NY Slip Op 31381(U)

April 6, 2026

Supreme Court, New York County

Docket Number: Index No. 651475/2025

Judge: Nicholas W. Moyne

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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. NICHOLAS W. MOYNE PART 41M

Justice

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554 WEST 174, LLC

Plaintiff,

- v -

PV PARKING IV CORP.,

Defendant.

-----X

INDEX NO. 651475/2025
MOTION DATE 07/28/2025
MOTION SEQ. NO. 001

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 001) 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34

were read on this motion to/for JUDGMENT - SUMMARY

Upon the foregoing documents, it is

The plaintiff 554 West 174 LLC (hereinafter "Landlord") moves for an Order pursuant to CPLR § 3212 granting summary judgment against defendant PV Parking IV Corp. (hereinafter "Tenant") on its claim for breach of contract, striking Tenant's affirmative defenses, awarding attorneys' fees and costs, and granting leave pursuant to CPLR § 3025(b) to amend the caption to reflect the plaintiff's correct legal name.

On June 16, 2014, Tenant entered into a commercial lease agreement to operate a parking garage at 554-558 West 174th Street, New York, New York. The plaintiff acquired ownership of the premises in June 2015. In May 2020, following Tenant's default, the parties executed a First Amendment to the Lease deferring a portion of the rent. The plaintiff commenced this action alleging that Tenant breached the lease and amendment by failing to pay rent, generating arrears of \$122,454.39. Tenant vacated the premises in September 2024 and asserts that Landlord holds a \$34,000 security deposit.

A party seeking summary judgment must make a prima facie showing of entitlement to judgment as a matter of law, tendering sufficient evidentiary proof to eliminate any material issues of fact (see Alvarez v Prospect Hosp., 68 NY2d 320, 324 [1986]; Zuckerman v City of New York, 49 NY2d 557, 562 [1980]). To

establish a *prima facie* case for breach of contract, a plaintiff must demonstrate the existence of a contract, the plaintiff's performance, the defendant's breach, and resulting damages (*see JP Morgan Chase v J.H. Elec. of N.Y., Inc.*, 69 AD3d 802, 803 [2d Dept 2010]). If the movant meets this burden, the burden shifts to the opposing party to produce evidentiary proof in admissible form sufficient to establish a triable issue of fact (*Alvarez*, 68 NY2d at 324). Conclusory assertions are insufficient to defeat summary judgment.

The Landlord has established its *prima facie* entitlement to summary judgment by submitting the executed Lease and First Amendment, an accounting ledger demonstrating the missed payments, and sworn affidavits detailing the arrears. In opposition, Tenant submits an affidavit from its President, Paul Braz, asserting that the ledger is vague, that the invoice amounts vary inexplicably, and that Tenant never received the invoices referenced in the ledger. Tenant has failed to raise a triable issue of fact. Conclusory assertions challenging an accounting are insufficient to defeat summary judgment (*JMD Holding Corp. v Cong. Fin. Corp.*, 4 NY3d 373, 384-385 [2006]). Tenant did not provide any canceled checks, independent accounting, or other documentary evidence to demonstrate that payments were made but uncredited.

Furthermore, Tenant's claim that it never received the invoices is unequivocally refuted by the documentary evidence in the record. Landlord has produced the actual email chains demonstrating that invoices and statements were sent to Tenant monthly. The record also contains multiple written acknowledgments from Mr. Braz directly responding to these emailed invoices, explicitly stating, "As soon as I can I'll be sending you a payment," and "Our intention is to pay all that we owe." It is true that Landlord initially failed to credit its \$34,000 security deposit against the \$122,454.39 ledger balance. However, Landlord has conceded this point for the purposes of this motion and reduced its damages demand to \$88,454.39. Therefore, no material issue of fact remains regarding the debt amount.

Tenant argues that summary judgment should be denied as premature under CPLR § 3212(f) because no discovery has taken place. A mere hope that discovery will uncover evidence to create a triable issue of fact is insufficient to delay summary judgment (*see Frierson v Concourse Plaza Associates*, 189 AD2d 609,

610 [1st Dept 1993]). Tenant has not served any discovery demands and fails to make any showing as to what specific, unavailable facts exist that would alter the outcome of this case. Tenant's affirmative defenses are bare legal conclusions pled without any factual support. They too are dismissed.

Landlord also seeks an award of attorneys' fees and costs. Under New York law, a prevailing party may recover attorneys' fees if expressly provided for by contract (*LG Funding, LLC v. Johnson & Son Locksmith, Inc.*, 170 A.D.3d 1153). Article 2.4 of the Lease clearly obligates Tenant to pay "all costs, fees... expenses, reimbursements and obligations" in the event of default. Landlord is thus entitled to reasonable attorneys' fees.

Finally, Landlord moves under CPLR § 3025(b) to amend the caption to correct its legal name from "554 West 174 LLC" to "554 W 174 LLC". Tenant opposes the motion because Landlord failed to attach a proposed amended pleading. The correction of a *de minimis* typographical abbreviation in the plaintiff's name causes absolutely no prejudice, and requiring a fully drafted proposed pleading for such a minor misnomer is a frivolous request that would elevate form over substance. The motion to amend is granted.

Accordingly, it is hereby:

ORDERED that Plaintiff's motion for summary judgment on its breach of contract claim is Granted; and it is further

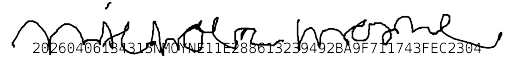
ORDERED that the Clerk of the Court is directed to enter judgment in favor of Plaintiff and against Defendant PV Parking IV Corp. in the amount of \$88,454.39, plus statutory interest from February 1, 2024; and it is further

ORDERED that Defendant's affirmative defenses are **DISMISSED**; and it is further

ORDERED that Plaintiff is awarded reasonable attorneys' fees and costs, with the exact amount to be determined at a subsequent hearing; and it is further

ORDERED that Plaintiff's motion to amend the caption to reflect its correct legal name as "554 W 174 LLC" is **GRANTED**.

The forgoing constitutes the decision and order of this court.


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4/6/2026
DATE

NICHOLAS W. MOYNE, J.S.C.

CHECK ONE:

CASE DISPOSED

GRANTED

DENIED

NON-FINAL DISPOSITION

GRANTED IN PART

OTHER

APPLICATION:

SETTLE ORDER

SUBMIT ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

FIDUCIARY APPOINTMENT

REFERENCE