

<b>Forever Funding, LLC v JML Mgt. LLC</b>
2026 NY Slip Op 31925(U)
May 8, 2026
Supreme Court, New York County
Docket Number: Index No 654658/2025
Judge: Lyle E. Frank
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**SUPREME COURT OF THE STATE OF NEW YORK  
NEW YORK COUNTY**

**PRESENT:** HON. LYLE E. FRANK **PART** **11M**

*Justice*

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FOREVER FUNDING, LLC,

Plaintiff,

- v -

JML MANAGEMENT LLC, MICHAEL LICCARDI

Defendant.

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**INDEX NO.** 654658/2025

**MOTION DATE** 08/19/2025

**MOTION SEQ. NO.** 001

**DECISION + ORDER ON  
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 001) 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16

were read on this motion to/for DISMISS.

This action arises out of allegations of breach of contract and guaranty. Defendants now move for summary judgment pursuant to CPLR § 3211 (a)(7). Plaintiff opposes. For the reasons set forth below, the motion to dismiss is granted.

Standard of Review

It is well-settled that on a motion to dismiss for failure to state a cause of action pursuant to CPLR § 3211(a)(7), the pleading is to be liberally construed, accepting all the facts as alleged in the pleading to be true and giving the plaintiff the benefit of every possible inference. *See Avgush v Town of Yorktown*, 303 AD2d 340 [2d Dept 2003]; *Bernberg v Health Mgmt. Sys.*, 303 AD.2d 348 [2d Dept 2003]. Moreover, the Court must determine whether a cognizable cause of action can be discerned from the complaint rather than properly stated. *Matlin Patterson ATA Holdings LLC v Fed. Express Corp.*, 87 AD3d 836, 839 [1st Dept 2011]. "The complaint must contain allegations concerning each of the material elements necessary to sustain recovery under a viable legal theory." *Id.*

Discussion

In support of its motion to dismiss defendants contend that the complaint fails to comply with CPLR § 3013, in that it fails to identify what portion of the contract and guaranty were allegedly breached and therefore fails to state a cause of action.

In opposition, plaintiff argues that defendants are not disputing the facts alleged nor do they address the facts in their opposition. Further, plaintiff contends that the complaint provided sufficient details regarding the agreement, the breach and the damages.

The case law is well settled that in order to validly plead a claim for breach of contract the plaintiff must point to the specific provisions that they allege were breached. *See, e.g., 34-06 73, LLC v. Seneca Ins. Co.*, 39 NY3d 44, 52 [2022](a plaintiff must identify which contractual provisions were breached in order to state a cause of action); *see also Fried v Lehman Bros. Real Estate Assoc. III, L.P.*, 156 AD3d 464, 465 [1st Dept 2017]; *Manipal Educ. Ams., LLC v Taufiq*, 203 AD3d 662, 663 [1st Dept 2022]; *VB Soho LLC v Broome Prop. Owner JV LLC*, 232 AD3d 520, 521 [1st Dept 2024]; *Martin Assoc., Inc. v Illinois Natl. Ins. Co.*, 188 AD3d 572, 572 [1st Dept 2020].

Here, the Court finds that the complaint fails to adequately provide defendants notice of the particular transactions and occurrences, in that the allegations do not state what provisions of either the contract or guaranty were breached. The Court does not therefore reach the parties remaining arguments. Accordingly, it is hereby

ORDERED that the complaint is dismissed in its entirety.

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LYLE E. FRANK, J.S.C.

5/8/2026  
DATE

CHECK ONE:

<input checked="" type="checkbox"/>	CASE DISPOSED	<input type="checkbox"/>	DENIED
<input checked="" type="checkbox"/>	GRANTED		
<input type="checkbox"/>	SETTLE ORDER		
<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN		

<input type="checkbox"/>	NON-FINAL DISPOSITION	<input type="checkbox"/>	OTHER
<input type="checkbox"/>	GRANTED IN PART		
<input type="checkbox"/>	SUBMIT ORDER		
<input type="checkbox"/>	FIDUCIARY APPOINTMENT	<input type="checkbox"/>	REFERENCE

APPLICATION:

CHECK IF APPROPRIATE:

