

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGSU.S. BANK NATIONAL ASSOCIATION d/b/a U.S.  
BANK EQUIPMENT FINANCE,

Index No.

Plaintiff:

*CIVIL ACTION**-against-*

CHILDREN OF PROMISE NYC.,

**SUMMONS**

Defendant:

Plaintiff designates New York County as the place of trial.

Basis of venue: Office of the Defendant.

Plaintiff's principal place of business is located at 1310 Madrid Street, Suite 100, Marshall,  
Minnesota, 56258.

## TO THE ABOVE-NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your Answer, or, if the Complaint is not served with this Summons, to serve a notice of appearance, on the Plaintiff's attorney within twenty (20) days after the service of this Summons, exclusive of the day of service (or within thirty (30) days after the service is complete if this Summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Dated: May 10, 2023

LAW OFFICES OF CHARLES A. GRUEN  
Attorneys for Plaintiff  
7703 Fifth Avenue  
Brooklyn, New York 11209  
and  
381 Broadway, Suite 300  
Westwood, New Jersey 07675  
(201) 342-1212Defendant's Address:  
CHILDREN PROMISE NYC  
54 MacDough Street  
Brooklyn, New York 11216

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

U.S. BANK NATIONAL ASSOCIATION d/b/a U.S.  
BANK EQUIPMENT FINANCE,

Index No.

Plaintiff,

*-against-*

*CIVIL ACTION*

CHILDREN OF PROMISE NYC

Defendant.

**COMPLAINT**

Plaintiff, U.S. BANK NATIONAL ASSOCIATION d/b/a U.S. BANK EQUIPMENT FINANCE,  
by way of Complaint against the Defendant, CHILDREN OF PROMISE NYC, says:

FIRST CAUSE OF ACTION

1. Plaintiff, U.S. BANK NATIONAL ASSOCIATION d/b/a U.S. BANK EQUIPMENT FINANCE (hereinafter referred to as "U.S. BANK"), is duly organized and existing under the laws of the United States, with its principal place of business in Minneapolis, Minnesota.

2. On or about February 25, 2019, Plaintiff entered into a Lease Agreement, numbered xxx-xxx0427-000, with the Defendant, CHILDREN OF PROMISE NYC. Pursuant to the terms of the aforesaid Lease Agreement, Plaintiff agreed to lease to the Defendant, CHILDREN OF PROMISE NYC, certain equipment more fully described in Exhibit "A," and the Defendant agreed to make sixty-three (63) consecutive monthly payments in the amount of \$2,595.00.00 each, plus applicable taxes, to Plaintiff, for the lease financing provided. A true copy of the aforementioned Lease Agreement is attached hereto and made a part hereof as Exhibit "A."

3. On or about April 9, 2020, U.S. BANK entered into and executed a Payment Modification Amendment to the Lease Agreement, with the Defendant, CHILDREN OF PROMISE NYC, as a result of the disruption caused by the COVID-19 pandemic in the United States. The Payment Modification Amendment deferred three (3) consecutive monthly payments effective April 27, 2020, thereby extending term of the Equipment Finance Agreement by three (3) months, with

such deferred payments becoming due and payable successively after the expiration of the term of the Lease Agreement. A true copy of the Payment Modification Amendment is attached hereto and made a part hereof as Exhibit "B."

4. Subsequently, on July 9, 2020, Plaintiff entered into and executed an Acknowledgment of Correction to Payment Modification Amendment to Lease Agreement number xxx-xxx0427-000, which modified the date of the original Agreement. A true copy of the Acknowledgment of Correction to Payment Modification Amendment is attached hereto and made a part hereof as Exhibit "C."

5. On or about June 25, 2019, Plaintiff entered into another Lease Agreement, numbered xxx-xxx1254-000, with the Defendant, CHILDREN OF PROMISE NYC. A true copy of the aforementioned Lease Agreement is attached hereto and made a part hereof as Exhibit "D."

6. Pursuant to the terms of the aforesaid Lease Agreement, Plaintiff agreed to lease to the Defendant, CHILDREN OF PROMISE NYC, certain equipment more fully described in Exhibit "D," and the Defendant agreed to make sixty-three (63) consecutive monthly payments in the amount of \$5,999.00 each, plus applicable taxes, to Plaintiff, for the lease financing provided.

7. The Defendant has failed and continues to fail to make payments and has otherwise failed to perform its obligations pursuant to the Lease Agreements and has defaulted pursuant to same.

8. Payment has been demanded of the Defendant by the Plaintiff, but the Defendant has failed and continues to fail and refuses to abide by the terms of the Lease Agreements and payments have not been made.

9. The Defendant is indebted to Plaintiff in the amount of \$82,143.69 under Lease Agreement numbered xxx-xxx0427-000, which sum is inclusive of the sum of \$2,780.64 in late charges, which continue to accrue, and subject to a per diem of \$27.01 from April 19, 2023, together with lawful interest, costs of suit and reasonable attorneys' fees.

10. The Defendant is indebted to Plaintiff in the amount of \$285,334.83 under Lease Agreement numbered xxx-xxx1254-000, which sum is inclusive of the sum of \$8,055.78 in late charges, which continue to accrue, and subject to a per diem of \$93.81 from April 19, 2023, together with lawful interest, costs of suit and reasonable attorneys' fees.

11. Based upon the foregoing, giving the Defendant credit for all payments made, the Defendant is indebted to the Plaintiff in the sum of THREE HUNDRED SIXTY-SEVEN THOUSAND FOUR HUNDRED SEVENTY-EIGHT and 52/100 DOLLARS (\$367,478.52) together with lawful interest, late charges, costs of suit and reasonable attorneys' fees.

WHEREFORE, Plaintiff, U.S. BANK NATIONAL ASSOCIATION d/b/a U.S. BANK EQUIPMENT FINANCE, demands judgment on the FIRST CAUSE OF ACTION against the Defendant, CHILDREN OF PROMISE NYC, for damages, late charges, interest from the date of default, reasonable attorneys' fees, costs of suit and for such other relief as the Court may deem appropriate.

#### SECOND CAUSE OF ACTION

1. Plaintiff repeats and realleges each and every allegation contained within the FIRST CAUSE OF ACTION as if same were set forth at length herein.

2. Defendant, CHILDREN OF PROMISE NYC, is indebted to Plaintiff on certain book accounts.

3. Payment has been demanded from the Defendant by Plaintiff, but payment has not been made.

WHEREFORE, Plaintiff, U.S. BANK NATIONAL ASSOCIATION d/b/a U.S. BANK EQUIPMENT FINANCE, demands judgment on the SECOND CAUSE OF ACTION against the Defendant, CHILDREN OF PROMISE NYC, for damages, late charges, interest from the date of default, reasonable attorneys' fees, costs of suit and for such other relief as the Court may deem appropriate.

**THIRD CAUSE OF ACTION**

1. Plaintiff repeats and realleges each and every allegation contained within the FIRST and SECOND CAUSES OF ACTION as if same were set forth at length herein.

2. Plaintiff sues the Defendant, CHILDREN OF PROMISE NYC, for equipment leased to the Defendant upon the promise of the Defendant to pay therefor.

3. Payment has been demanded and has not been made.

WHEREFORE, Plaintiff, U.S. BANK NATIONAL ASSOCIATION d/b/a U.S. BANK EQUIPMENT FINANCE, demands judgment on the THIRD CAUSE OF ACTION against the Defendant, CHILDREN OF PROMISE NYC, for damages, late charges, interest from the date of default, reasonable attorneys' fees, costs of suit and for such other relief as the Court may deem appropriate.

**FOURTH CAUSE OF ACTION**

1. Plaintiff repeats and realleges each and every allegation contained within the FIRST, SECOND and THIRD CAUSES OF ACTION as if same were set forth at length herein.

2. By accepting the benefits of the financing supplied by the Plaintiff without remitting payment therefor, the Defendant, CHILDREN OF PROMISE NYC, has been unjustly enriched at the expense of the Plaintiff.

WHEREFORE, Plaintiff, U.S. BANK NATIONAL ASSOCIATION d/b/a U.S. BANK EQUIPMENT FINANCE, demands judgment on the FOURTH CAUSE OF ACTION against the Defendant, CHILDREN OF PROMISE NYC, for damages, late charges, interest from the date of default, reasonable attorneys' fees, costs of suit and for such other relief as the Court may deem appropriate.

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