

SUPREME COURT STATE OF NEW YORK  
COUNTY OF KINGS HON. CAROLYN E. WADE, J.S.C.

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COLLINGSWOOD 130 CORP.

Plaintiffs,

Index No.: 525787/2021

-against-

**DECISION & ORDER**

STATEN ISLAND FURNITURE & BEDDING  
OUTLET INC., RIMA ROMHEN AND AL ROMHEN,

MS #1

Defendants.

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The following papers numbered 8 through 19 were read on this motion.

Upon the foregoing cited papers, and after virtual oral argument, Plaintiff, COLLINGSWOOD 130 CORP., (“Plaintiff” or “Collingswood”) moves pursuant to CPLR § 3212, for an Order Granting Summary Judgment against Defendants, STATEN ISLAND FURNITURE & BEDDING OUTLET INC. (“Staten Island Furniture”), RIMA ROMHEN, and AL ROMHEN.

The underlying action arises from the breach of a commercial lease agreement, dated June 1, 2016, between the Plaintiff, Collingswood, and Defendant, Staten Island Furniture, wherein Defendants, Rima Romhen and Al Romhen executed a “Good Guy Guarantee” on June 14, 2016 (Commercial Lease Agreement, Plaintiff’s Exhibit “A”). Plaintiff alleges that Defendants owe an outstanding balance of \$98,796.00 in unpaid rent.

Plaintiff satisfied its prima facie burden establishing that Defendant, Staten Island Furniture breached the lease agreement. A breach of contract requires allegations of “the existence of a contract, the plaintiff’s performance thereunder, the defendant’s breach thereof, and resulting damages” (Harris v. Seward Park Housing Corp., 79 AD3d 425, 913 N.Y.S.2d 161 [1st Dept 2010]). Here, plaintiff submitted the commercial lease agreement, a copy of the rental ledger, and monthly bank statements to substantiate their claim that \$98,796.00 is owed.

Defendants’ contention that the doctrine of frustration of purpose and impossibility of performance applies due to New York State’s COVID-19 restrictions on business has already been rejected by New York Courts (see *Hugo Boss Retail v A/R Retail*, 71 Misc 3d 1222[A], 2021 NY Slip Op 50458[U], \*9-10 [Sup Ct, NY County 2021])[“A number of New York courts assessing commercial lease disputes amidst the COVID-19 pandemic have held that the temporary and evolving restrictions on a commercial tenant’s business wrought by the public health emergency do not warrant rescission or other relief based on ‘frustration of purpose’”].

Moreover, Defendants, Rima Romhen and Al Romhen are personally liable for the rent arrears as the “Good Guy Guarantors.” Pursuant to Section 42 of Agreement, the lessee’s

obligation to make full payment of all rents were fully and unconditionally guaranteed by Rima Romhen and Al Romhen (Plaintiff's Exhibit "A").

Accordingly, Plaintiff's motion for summary judgment is **GRANTED**, and it is

**ORDERED**, that the Clerk of the Court is directed to enter judgment in favor of plaintiff COLLINGSWOOD 130 CORP, and against Defendants STATEN ISLAND FURNITURE & BEDDING OUTLET INC., RIMA ROMHEN and AL ROMHEN, in the sum of \$98,796.00, with interest at the statutory rate from November 1, 2020, as calculated by the Clerk, together with costs and disbursements as taxed by the Clerk upon submission of an appropriate bill of costs.

This constitutes the Decision and Order of the Court.

Dated:

1/10/2023

ENTER,



Hon. Carolyn E. Wade, J.S.C.