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SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF KINGS: CIVIL TERM: PART 33

- - - - -X
GIL LAZAR ET AL,

Plaintiffs,

- against -

Index No.
517133-2026
PROCEEDING

LYUDMILA BORUKHOVA,

Defendant.

- - - - -X

360 Adams Street
Brooklyn, New York 11201

July 22, 2026

B E F O R E:

HONORABLE DESMOND GREEN,
Justice of the Supreme Court

A P P E A R A N C E S:

BASHIAN & PAPANTONIOU, PC.
Attorney for the Plaintiffs
1225 Franklin Avenue, Suite 325
Garden City, New York 11531
BY: ERIK M. BASHIAN, ESQ.

BRONSTEIN, GEWIRTZ & GROSSMAN, LLC
Attorney for the Defendant
60 East 42nd Street, 46th Floor,
New York, New York 10165
BY: EDWARD N. GEWIRTZ, ESQ.

MIRIAM KAPLAN
Senior Court Reporter

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1 THE CLERK: Calling calendar number 40, index
2 number 517133 of 2026, Gil Lazar and Harry Abramowicz
3 versus Lyudmila Borukhova.

4 Counsels, please note your appearance for the
5 record.

6 MR. BASHIAN: Eric Bashian, Bashian and
7 Papantoniou, for the plaintiffs.

8 Good morning, Your Honor.

9 THE COURT: Good morning.

10 MR. GEWIRTZ: Edward Gewirtz, Bronstein,
11 Gewirtz & Grossman for the defendant.

12 MR. BASHIAN: Your Honor, the plaintiffs bring
13 this action for enforcement of a promissory note. The
14 original note was from March of 2023, extended and
15 modified in September of 2023. The promissory note is
16 part of a whole deck of real estate closings in which it
17 was agreed upon by parties that \$150,000 in principal,
18 with 13 percent interest, would be made after the
19 maturing date of the note.

20 Quite frankly, the defendants made a few --
21 approximately nine interest payments and then stopped.
22 The note was accelerated, demand was made, no response.

23 This action was commenced and now we're here
24 today seeking summary judgement in lieu of complaint for
25 an instrument of payment of money only.

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1 Defendant, in their opposition, two-page,
2 self-serving document, with no support or evidence or
3 exhibits, admits that she borrowed the \$150,000, that
4 she contests the interest, but unfortunately, the note
5 itself is clear. It talks about interest payments of
6 13 percent, which we're seeking, plus attorneys fees,
7 which is also called for in the note itself upon
8 default.

9 We would like to have judgment issued today,
10 or at the very least, have an inquest, if needed, for
11 attorneys fees.

12 MR. GEWIRTZ: Your Honor, this is a motion for
13 summary judgement in lieu of complaint. There's been no
14 discovery. There are --

15 THE COURT: Well, this motion, by its nature,
16 means there's no discovery. It's based solely on
17 papers.

18 MR. GEWIRTZ: Yes, the main case that they
19 made out is on reply. They gave it on reply, about
20 three different affirmations and documentations. It's
21 not proper to give all that on reply. It should have
22 been in their moving papers.

23 And as far as to the substantive defense, the
24 note at issue, they're asking the Court to read it
25 differently than what it says. The note says actually

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1 -- and the interest is supposed to be paid by his
2 client. It doesn't mention my client paying any
3 interest.

4 My client, who is an Orthodox Jew, said she
5 would never have agreed to pay interest. And there was
6 also other documents --

7 THE COURT: Wait a second. It's a violation
8 of her religion to pay interest?

9 MR. GEWIRTZ: Between two Jewish people, yes.
10 It's written in the Bible that --

11 THE COURT: Okay, I get you. What about the
12 law?

13 MR. GEWIRTZ: Well, there was also another
14 document that was signed --

15 THE COURT: Well, wait a minute, wait a
16 minute. I'm not here to talk about any religion. I'm
17 here to talk about the law issued by the State of
18 New York. And I don't get your argument that because
19 two Jews don't charge interest, I shouldn't follow the
20 law.

21 Is that what you're telling me, is that your
22 argument?

23 MR. GEWIRTZ: No, that is not my argument.
24 That is background for the reason why there was a second
25 agreement making that a partnership venture and she was

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1 only required to pay more than what she borrowed if
2 there was profits realized by the partnership venture.
3 They don't put that agreement into the record. They
4 don't deny it exists but they don't put it in, and
5 therefore, it's not a complete record without the --
6 it's called the heter iskah agreement, which --

7 THE COURT: I don't know what you're talking
8 about. As far as I'm concerned, a contract is a
9 contract is a contract. If it's something outside of
10 the contract, I don't need to hear it.

11 MR. GEWIRTZ: It's a second contract, Your
12 Honor, which governs, A, and trumps the language in this
13 contract, and this contract itself, it doesn't say she
14 has to pay interest.

15 THE COURT: Which contract are we talking
16 about? The religious contract?

17 MR. GEWIRTZ: No, we're talking about the note
18 itself. The note itself doesn't say she pays interest.
19 It says that actually they pay her interest. This is
20 what it says in the note. It's in the record. You
21 could look at it.

22 THE COURT: Sir --

23 MR. BASHIAN: The note itself is clear. It
24 talks about interest being paid. There was an error
25 with respect to who has to pay the interest. We cleared

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1 that up with the affirmation from the real estate
2 closing attorney who drafted the document.

3 We have an affirmation from Gil Lazar, the
4 plaintiff, that indicates there was never -- as well as
5 the real estate attorney -- that there was never any --
6 some sort of profit-sharing that the defendants claim
7 now. They don't even submit any sort of evidence of
8 this.

9 But there's, it's clear that the interest --
10 she admits borrowing of money, she made the interest
11 payments. We provide proof of that. The affirmations
12 respond to her opposition, so that is the reason for
13 them.

14 The document, on itself, is clear. There was
15 a note. Unfortunately, defendants breached the note
16 after making nine interest payments, and we're here
17 today to enforce the note, which she agreed to pay after
18 the closing.

19 We've been -- this has been going on for over
20 a year now with defaults and we're here to enforce and
21 get a judgment against the defendants.

22 MR. GEWIRTZ: Your Honor, the affirmations he
23 just described were both given in on the reply. It's
24 not proper to be giving in affidavits or affirmations
25 that make up your prima facia case on reply. The Second

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1 Department has not been shy about pointing that out.

2 THE COURT: The Second Department has also not
3 been shy about people violating the contract, right?

4 MR. GEWIRTZ: I understand, but --

5 THE COURT: I'm glad you do.

6 MR. GEWIRTZ: They need to put that in their
7 motion papers. They're giving this in an affirmation
8 from Gil Lazar who was not even at the closing. He has
9 no personal knowledge because he wasn't there.

10 MR. BASHIAN: The original papers submitted an
11 affirmation from Gil Lazar, memorandum of law, and
12 notice of motion, it includes all the notes. The notes
13 are signed by Gil Lazar and Harry Abramowicz, as
14 plaintiff, and defendant individually. She agreed to do
15 all these things and failed to do it. It's very clear.
16 The only purpose for the affirmation is to respond to
17 the ridiculous argument being made by the defendant that
18 there's some sort of imaginary separate agreement, some
19 sort of imaginary profit-sharing plan. Some sort of
20 claim that somehow the plaintiffs owe her interest,
21 despite her admitting that she borrowed the money.

22 So this is why we're here today. It's to try
23 to get the judgment for the monies that were borrowed by
24 the defendants. It's very simple, straightforward.

25 MR. GEWIRTZ: She's not asking them to pay her

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1 interest. What she's saying is that I only owe
2 principal, that any payments I've made are deducted from
3 principal.

4 THE COURT: Okay, plaintiff's request is
5 granted. Counsel, order the transcript as soon as you
6 get it. I'll so order it and you'll have the
7 opportunity to appeal from the transcript based on
8 everything that was said here today. Okay, thank you.

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It is hereby certified that the
foregoing is a true and accurate transcript
of the proceedings.

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Miriam Kaplan
MIRIAM KAPLAN
Senior Court Reporter

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So Ordered
[Signature]
Hon. Desmond A. Green
J.S.C.
8-10-26

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KINGS COUNTY CLERK
FILED

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