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IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
CIVIL TRIAL DIVISION

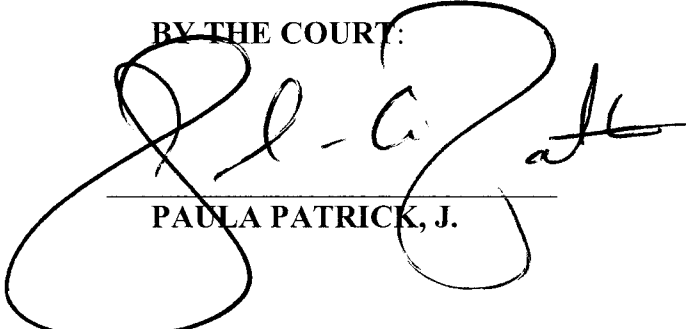
LEAF CAPITAL FUNDING, LLC	OCTOBER TERM, 2021
<i>Plaintiff,</i>	No. 1528
v.	CONTROL No. 22064862
MARUTI FLEET & MGMT. LLC, <i>Defendant.</i>	COMMERCE PROGRAM

ORDER

AND NOW, this ^{9th} day of January, 2023, upon consideration of the Motion for Summary Judgment of Plaintiff Leaf Capital Funding, LLC, Defendant's response thereto, and all other matters of record, it is hereby **ORDERED** and **DECREED** that

1. The Motion for Summary Judgment is **GRANTED** as to liability, including \$9695.00 in attorney's fees; and
2. Within twenty (20) days from the date of the docketing of this Order, Plaintiff shall file a supplemental brief clarifying and supporting its request for damages. Defendant shall have twenty (20) days from the date of Plaintiff's filing to respond.

DOCKETED
JAN - 9 2023
R. POSTELL
COMMERCE PROGRAM

BY THE COURT:

PAULA PATRICK, J.

ORDOP-Leaf Capital Funding, Llc Vs Maruti Transportation



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**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
CIVIL TRIAL DIVISION**

LEAF CAPITAL FUNDING, LLC	OCTOBER TERM, 2021
<i>Plaintiff,</i>	No. 1528
v.	CONTROL No. 22064862
MARUTI FLEET & MGMT., LLC, <i>Defendant.</i>	COMMERCE PROGRAM

OPINION

Before the Court is the motion for summary judgment of Plaintiff Leaf Capital Funding, LLC (“Leaf Capital”). For the reasons which follow, the Court will grant the motion.

This matter arises from a contract for the lease of office equipment from the Plaintiff to Defendant Maruti Fleet & Management, LLC (“Maruti”). The parties entered into a commercial equipment lease agreement on or about February 18, 2016 (“Lease”). Under the terms of the agreement, Maruti would lease five specific pieces of office equipment for the term of 60 months. An addendum to the Lease was executed on or about March 27, 2017, adding another piece of equipment to the Lease, and increasing the monthly payment.

After 27 months, Maruti ceased to make payments under the Lease. This constitutes an event of default under the Lease. Leaf thereafter filed this action for breach of contract and unjust enrichment, claiming accelerated payments, plus late charges, taxes and fees, interest, and attorneys’ fees of 33 percent.

Maruti filed counterclaims arguing that that the Lease permits cancellation by the Defendant, and that it attempted to cancel the Lease when it stopped making monthly payments to Leaf Capital. The Hon. Leon Tucker dismissed these arguments in his Order and Opinion

dated June 6, 2022, granting Leaf Capital's preliminary objections to the counterclaims, and specifically found that the Lease did not permit the Defendant to terminate it early.

Maruti argues that disputed issues of fact exist that should bar summary judgment. In response to a motion for summary judgment, "the adverse party may not rest upon the mere allegations or denials of the pleadings" but must identify issues of fact arising from evidence in the record, or a lack of evidence in the record for facts essential to the cause of action.¹ Maruti provides a laundry list of supposed disputed issues of fact; however, the alleged factual disputes are either not actually in dispute, or they are not material to the claims. There is clear evidence in the record that Maruti entered into the Lease; that it received the equipment; and that it ceased to make payments. Maruti's argument that it had canceled the Lease was found by this Court to be without merit. Accordingly, the Court hereby **GRANTS** Leaf Capital's summary judgment motion as to liability.

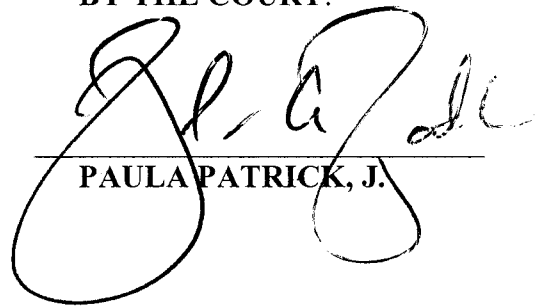
However, the amount owed by Maruti is unclear from the record. Leaf Capital's Motion requests \$91,992, and the certification from Edgar Vargas of Leaf Capital lists the same amount; however, the Brief in support of the motion states that there still remains due and owing a balance of \$85,057.61. References were made in both Motion and Brief to "any and all credits" being included in the totals, but these credits are not identified. For this reason, the Court requires supplemental briefing clarifying the exact amount of damages plaintiff seeks.

Additionally, Leaf Capital's requested damages includes \$22,699.95 of the judgment, or 33 percent, in attorney's fees. The Lease provides that in the event of default, Maruti must pay "our attorney's fees and costs." Counsel for Leaf Capital states that it has a contingency fee

¹ Pa.R.C.P. No. 1035.3.

agreement with Leaf Capital, and that this is therefore the actual amount of attorneys' fees Leaf Capital will pay. However, this does not appear to be a reasonable fee for the amount of work actually performed. Leaf Capital has provided, in the alternative, a request for attorneys' fees based on hours actually worked and counsel's hourly rate, for a total of \$9,695.00. The Court therefore grants to Leaf Capital \$9695.00 in fees.

BY THE COURT:



PAULA PATRICK, J.