

STATE OF NEW YORK
SUPREME COURT : COUNTY OF CLINTON

CALCOM PROPERTIES, LLC,

Plaintiff,

v.

SECURITY MUTUAL INSURANCE
COMPANY,

Defendant.

AFFIRMATION IN OPPOSITION

Index No.: 2019-00020062

ROY A. MURA, ESQ., an attorney at law, pursuant to CPLR § 2106, affirms that the following statements are true under the penalties of perjury:

1. I am an attorney, duly admitted to practice law in the State of New York, and am the principal of Mura Law Group, PLLC, attorneys for defendant SECURITY MUTUAL INSURANCE COMPANY (“Security Mutual”). As such, I am fully familiar with the facts and circumstances as well as the pleadings and proceedings in this matter.

2. I submit this affirmation in response and opposition to what plaintiff, CALCOM PROPERTIES, LLC, styles its “Cross Motion for Summary Judgment” ([NYSCEF Doc. No. 45](#)) and in further support of Security Mutual’s motion for summary judgment.

3. As a preliminary matter, Security Mutual notes that plaintiff failed to comply with the Court’s scheduling order filed July 7, 2021 which required that **all** dispositive motions were to be filed no later than September 15, 2021. [NYSCEF Doc. No. 17](#).

4. In non-compliance with the Court’s order, plaintiff did not file its cross motion for summary judgment until September 22, 2021. *See* [NYSCEF Doc. No. 45](#).

5. Furthermore, plaintiff's cross motion for summary judgment was initially fatally deficient when it was filed, as it did not include a Statement of Material Facts as required by Section 202.8-g of the Uniform Civil Rules For The Supreme Court & The County Court.

6. Plaintiff did file a Statement of Material Facts in conjunction with its cross motion two days later. [NYSCEF Doc. No. 67](#).

7. Nevertheless, when filed, plaintiff's cross motion was late and fatally deficient. For these reasons alone, plaintiff's cross motion may and should be denied.

8. With respect to Security Mutual's motion for summary judgment, plaintiff did not file any statements or papers controverting any paragraphs of the Security Mutual's Statement of Material Facts ([NYSCEF Doc. No. 23](#)). Consequently, pursuant to 22 NYCRR § 202.8-g(c), all paragraphs in Security Mutual's Statement of Material Facts are deemed to be admitted.

9. For the reasons given in Security Mutual's original motion papers, in this affirmation, and in the accompanying reply memorandum of law, Security Mutual respectfully requests that this Court grant its motion for summary judgment, dismissing plaintiff's complaint with prejudice.

DATED: Buffalo, New York
September 29, 2021



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22 NYCRR § 202.8-b Word Count Certification

The total number of words in the foregoing Attorney Affirmation, exclusive of the caption, table of contents, table of authorities, and signature block, as calculated by the word-processing system used to prepare the document, is **369**.

I certify that that the document complies with the word count limit of 22 NYCRR § 202.8-b(a).

Dated: September 29, 2021



Roy A. Mura, Esq.