

information and belief. Both the affidavits and the assertions are contradicted by the operating agreement (*Gould v McBride*, 36 AD2d 706, 706-707 [1st Dept 1971], *affd* 29 NY2d 768 [1971] ["Where, as here, the cause of action is based on documentary evidence, the authenticity of which is not disputed, a general denial, without more, will not suffice to raise an issue of fact"]; see also *First Interstate Credit Alliance v Sokol*, 179 AD2d 583, 584 [1st Dept 1992] [where there were "affidavits . . . from a corporate officer who averred to the genuineness and authenticity of the documentary evidence[, t]he unsubstantiated allegations and assertions raised by defendants were insufficient to withstand the motion"]).

Moreover here, petitioner itself submitted evidence that there were no documents in Ibrahim's name because he used other people's names to conceal his holdings. This being an action for dissolution, and not one for fraud, these assertions are insufficient to raise questions of fact as to the authenticity of the operating agreement.

We have considered the parties' remaining arguments and find them unavailing.

THIS CONSTITUTES THE DECISION AND ORDER
OF THE SUPREME COURT, APPELLATE DIVISION, FIRST DEPARTMENT.

ENTERED: APRIL 2, 2013


CLERK