

**Trevanna Entertainment Inc. v AKB Prods. LLC**

2025 NY Slip Op 30910(U)

March 13, 2025

Supreme Court, New York County

Docket Number: Index No. 659600/2024

Judge: Judy H. Kim

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This opinion is uncorrected and not selected for official publication.

**SUPREME COURT OF THE STATE OF NEW YORK  
NEW YORK COUNTY**

**PRESENT: HON. JUDY H. KIM PART 04**

*Justice*

-----X

TREVANNA ENTERTAINMENT INC.,

Plaintiff,

- v -

AKB PRODUCTIONS LLC, ADISE BELLILLE,

Defendants.

-----X

INDEX NO. 659600/2024

MOTION DATE 12/13/2024

MOTION SEQ. NO. 001

**DECISION + ORDER ON  
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 001) 7, 8, 9 were read on this motion for JUDGMENT - SUMMARY IN LIEU OF COMPLAINT.

Upon the foregoing documents, plaintiff’s motion for summary judgment in lieu of complaint is granted on default, and for the reasons set forth in plaintiff’s motion papers, and otherwise denied.

**FACTUAL BACKGROUND**

The following is undisputed. On or about July 6, 2023, AKB Productions LLC (“AKB”) on one side, and Trevanna Entertainment Inc. (“Trevanna”) entered into an agreement (the “Agreement”) providing, in pertinent part, as follows:

1. (a) AKB is producing events (“Events”) at the Brooklyn Boardwalk and Memorial Field/ Mt. Vernon NY, (“Venues”) on the following dates:

August 26 - Bachanalia/Brooklyn Boardwalk

September 3 - Stink and Dutty/Memorial Field

September 10- Soaka/Brooklyn Boardwalk

(b) Trevanna wishes to engage with AKB on the above referenced Events for the sum of \$200,000 (Two Hundred Thousand Dollars). Said \$200,000 shall be paid to AKB upon execution of this Agreement.

2. In consideration of the foregoing, Trevanna shall be entitled to receive thirty percent (30%) of AKB's gross income received for the Events.

3. With earnings payable to hereunder, and notwithstanding anything to the contrary otherwise set forth in this Agreement, AKB shall account for and pay directly to Trevanna all monies due Trevanna hereunder, if any, within fourteen (14) business days after the last Event listed above ...

(NYSCEF Doc No. 3).

Thereafter, on June 3, 2024, Trevanna, AKB, and AKB's principal, Adise Bellille, executed an amendment to the Agreement (the "Amendment"), providing, in pertinent part, that:

The parties acknowledge that AKB is in material breach of the Agreement. In consideration of the mutual covenants that are contained in herein and in the Agreement (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. AKB shall pay Trevanna the amount (the "Total Amount") of Three Hundred Thousand (\$300,000.) Dollars in accordance with the following schedule: Commencing on June 17, 2024 and continuing for each of the twenty-three (23) weeks thereafter (the "Payment Term"), AKB shall pay Trevanna Twenty-Five Thousand (\$25,000.) Dollars on or before the date which is two (2) calendar weeks following the date on which the immediately prior payment was due (collectively, the "Due Dates"). By way of illustration, AKB shall pay Trevanna the sum of Twenty-Five Thousand (\$25,000.) Dollars on each of July 1, 2024, July 15, 2024, July 29, 2024, etc. (i.e., a Twenty-Five Thousand (\$25,000.) Dollar payment every two (2) weeks until the Total Amount is paid to Trevanna).

2. Notwithstanding the foregoing and in addition to any other rights and remedies Trevanna may have, the following shall apply: In the event AKB fails to make any required payment(s) within seventy-two (72) hours following the applicable Due Date and without further notice to AKB, an additional Twenty-Five Thousand (\$25,000.) Dollars shall be added to the Total Amount for each missed payment and the Payment Term shall be deemed extended for additional two (2) week period(s) (as applicable).

...

4. By his signature hereto, Adise Bellille ("Bellille") hereby personally guarantees the obligations of AKB hereunder and agrees that in the event of a breach hereof by AKB, all rights and remedies available to Trevanna hereunder shall apply with equal force and effect (and without further notice) to Bellille.

5. In the event Trevanna commences legal action to enforce the terms hereof, Trevanna shall be entitled to recover its reasonable attorneys' fees and costs in connection with any court proceeding ...

(NYSCEF Doc No. 4, Amendment).

Plaintiff commenced this action against defendants by summons with notice of motion for summary judgment in lieu of complaint, pursuant to CPLR 3213, seeking to recover \$600,000.00, plus interest, costs and attorney's fees. In support of the motion, plaintiff submits the Agreement, the Amendment, and the affidavit of Carl Freed, its chief executive officer, who attests that AKB has failed to make any of the payments set forth in the Amendment and, as a result, now owes plaintiff \$600,000.00, accounting for the initial \$300,000.00 outstanding plus the non-payment penalties of \$25,000.00 for each missed payment contemplated by the Amendment.

Affidavits of service reflect that AKB was served with the summons with notice and the instant motion via the New York State Secretary of State (NYSCEF Doc No. 8, aff. of service) while Bellille was served pursuant to CPLR 308(4) (NYSCEF Doc No. 9, aff. of service)]. Defendant has not submitted opposition to the motion or otherwise appeared in this action.

### DISCUSSION

Plaintiff's motion is granted. Summary judgment pursuant to CPLR 3213 is available on "an instrument for the payment of money only or upon any judgment" and "[a] plaintiff makes out *a prima facie* case for summary judgment where it can show that the instrument is a valid instrument for the payment of money only and that the defendant has failed to pay" (*Insitro, Inc. v Cellaria, Inc.*, 2022 NY Slip Op 30902[U], 2 [Sup Ct, NY County 2022] citing *Nordea Bank Finland PLC v Holten*, 84 AD3d 589 [1st Dept 2011]). "The prototypical example of an instrument within the ambit of [CPLR 3213] is of course a negotiable instrument for the payment of money—an unconditional promise to pay a sum certain, signed by the maker and due on demand or at a

definite time” (*PDL Biopharma, Inc. v Wohlstadter*, 147 AD3d 494, 494 [1st Dept 2017] [internal citations omitted]).

The Amendment satisfies this standard, as it constitutes an unconditional promise by defendants to pay plaintiff sums certain at prescribed times over a stated period (*see e.g. In vitro, Inc. v Cellaria, Inc.*, 2022 NY Slip Op 30902[U], \*2 [Sup Ct, NY County 2022]). The Amendment, together with the unrebutted the affidavit of Freed attesting to defendants’ default, satisfies plaintiff’s prima facie case. Accordingly, plaintiff’s motion is granted, and it is awarded a judgment against defendants, jointly and severally, of \$600,000.00 with interest to accrue from September 5, 2024, as an intermediate date within the twenty-three-week payment period between June 17, 2024 and November 25, 2024, set forth in the Amendment (*see CPLR 5001[b]*).

While plaintiff has also established its entitlement to attorneys’ fees pursuant to paragraph 5 of the Amendment, as it has not submitted any evidence documenting its reasonable attorney’s fees, the amount of reasonable attorneys’ fees is referred to a Special Referee to hear and report.

Accordingly, it is

**ORDERED** that plaintiff’s motion for summary judgment in lieu of complaint is granted, on default; and it is further

**ORDERED** that the Clerk of the Court is directed to enter judgment in favor of plaintiff, Trevanna Entertainment Inc., and against defendants AKB Productions LLC and Adise Bellille in the amount of \$600,000.00, plus statutory interest from September 5, 2024, as computed by the Clerk of the Court, together with costs and disbursements as taxed by the Clerk of the Court; and it is further

**ORDERED** that plaintiff shall, within ten days of the date of this decision and order, serve a copy of this decision and order, with notice of entry, upon defendants as well as the Clerk of the

Court (60 Centre Street, Room 141B) and the Clerk of the General Clerk's Office (60 Centre Street, Room 119), who are directed to enter judgment accordingly; and it is further

**ORDERED** that such service upon the Clerk of the Court and the Clerk of the General Clerk's Office shall be made in accordance with the procedures set forth in the *Protocol on Courthouse and County Clerk Procedures for Electronically Filed Cases* (accessible at the “Efilings” page on this court's website at the address [www.nycourts.gov/supctmanh](http://www.nycourts.gov/supctmanh)); and it is further

**ORDERED** that the amount of plaintiff's reasonable attorneys' fees is referred to a Special Referee to hear and report with recommendations (or to hear and determine, upon the stipulation of the parties pursuant to CPLR 4317); and it is further

**ORDERED** that the powers of the JHO/Special Referee shall not be limited beyond the limitations set forth in the CPLR; and it is further

**ORDERED** that this matter is hereby referred to the Special Referee Clerk (Room 119, 646-386-3028 or [spref@nycourts.gov](mailto:spref@nycourts.gov)) for placement at the earliest possible date upon the calendar of the Special Referees Part (Part SRP), which shall assign this matter at the initial appearance to an available JHO/Special Referee to hear and report as specified above; and it is further

**ORDERED** that counsel shall immediately consult one another and counsel for plaintiff shall, within fifteen days from the date of this order, submit to the Special Referee Clerk by fax (212-401-9186) or e-mail an Information Sheet (accessible at the “References” link on the court's website) containing all the information called for therein and that, as soon as practical thereafter, the Special Referee Clerk shall advise counsel for the parties of the date fixed for the appearance of the matter upon the calendar of the Special Referees Part; and it is further

**ORDERED** that the plaintiff shall serve a proposed accounting within twenty-four days from the date of this order and the defendant shall serve objections to the proposed accounting within twenty days from service of plaintiffs papers and the foregoing papers shall be filed with the Special Referee Clerk prior to the original appearance date in Part SRP fixed by the Clerk as set forth above; and it is further

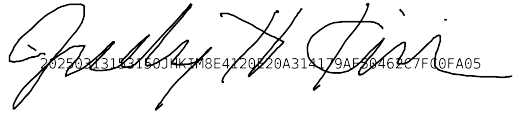
**ORDERED** that the parties shall appear for the referenced hearing, including with all witnesses and evidence they seek to present, and shall be ready to proceed with the hearing, on the date fixed by the Special Referee Clerk for the initial appearance in the Special Referees Part, subject only to any adjournment that may be authorized by the Special Referees Part in accordance with the Rules of that Part; and it is further

**ORDERED** that, except as otherwise directed by the assigned JHO/Special Referee for good cause shown, the trial of the issue(s) specified above shall proceed from day to day until completion and counsel must arrange their schedules and those of their witnesses accordingly; and it is further

**ORDERED** that counsel shall file memoranda or other documents directed to the assigned JHO/Special Referee in accordance with the Uniform Rules of the Judicial Hearing Officers and the Special Referees (available at the “References” link on the court's website) by filing same with the New York State Courts Electronic Filing System (see Rule 2 of the Uniform Rules); and it is further

**ORDERED** that any motion to confirm or disaffirm the Report of the JHO/Special Referee shall be made within the time and in the manner specified in CPLR 4403 and Section 202.44 of the Uniform Rules for the Trial Courts.

This constitutes the decision and order of the Court.



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3/13/2025

DATE

HON. JUDY H. KIM, J.S.C.

CHECK ONE:

CASE DISPOSED

NON-FINAL DISPOSITION

GRANTED

DENIED

GRANTED IN PART

OTHER

APPLICATION:

SETTLE ORDER

SUBMIT ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

FIDUCIARY APPOINTMENT

REFERENCE