

Concord Music Group, Inc. v Triller Hold Co LLC

2025 NY Slip Op 32568(U)

July 14, 2025

Supreme Court, New York County

Docket Number: Index No. 652516/2025

Judge: Anar R. Patel

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION PART 45

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CONCORD MUSIC GROUP, INC.	INDEX NO.	<u>652516/2025</u>
Plaintiff,	MOTION DATE	<u>04/22/2025</u>
- v -	MOTION SEQ. NO.	<u>001</u>
TRILLER HOLD CO LLC and TRILLER CORP.,		
Defendants.		

DECISION + ORDER ON MOTION

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HON. ANAR RATHOD PATEL:

The following e-filed documents, listed by NYSCEF document number (Motion 001) 2–9 were read on this motion for SUMMARY JUDGMENT IN LIEU OF COMPLAINT.

Plaintiff Concord Music Group, Inc. (“Plaintiff” or “Concord”) moves, pursuant to CPLR § 3213, for summary judgment in lieu of complaint against Defendants Triller Hold Co LLC (“Borrower”) and Triller Corp. (“Borrower Corp.,” and together with Triller Hold Co LLC, “Defendants”) in the amount of \$1,603,374.64, plus attorneys’ fees and expenses incurred in connection with this action.

Plaintiff commenced the action with the filing of the instant motion on April 22, 2025. The return date of the motion was June 26, 2025. Defendants have not filed an opposition, or otherwise appeared in this action, despite having been served with the Summons, Notice of Motion, and related documents. *See* NYSCEF Doc. Nos. 12–14 (Aff. of Services, Thriller Hold Co LLC and Thriller Corp.). For the reasons discussed below, and even setting aside Defendants’ default, Plaintiffs’ motion is granted.

Relevant Factual and Procedural Background

This action arises out of an unpaid Unsecured Convertible Promissory Note (the “Note”), dated July 1, 2023, executed by Borrower in favor of Concord in the original principal amount of \$1,148,831. NYSCEF Doc. No. 3 (“Kim Aff.”) ¶¶ 4, 10; NYSCEF Doc. No. 4 (Note). The Note was issued in exchange for a loan of the same amount made by Concord to Borrower. NYSCEF Doc. No. 3 ¶¶ 10–11.

Under Section 3(a) of the Note, Borrower agreed to repay the principal with interest at a base rate of 7.5% per annum through the Note’s maturity date of July 1, 2028, unless earlier repayment was triggered by an “Event of Default.” Note § 7(b); Kim Aff. ¶ 12. Section 7(a) of

the Note provides that upon an “Event of Default” and written notice thereof, the debt becomes “immediately due and payable.” Note § 7(a); Kim Aff. ¶ 3.

The Note defines several “Events of Default,” including (i) Borrower’s failure “to consummate a Go-Public Event on or prior to December 31, 2023” (Note § 7(a)(v)); and (ii) Borrower’s failure “to observe or perform any covenant, provision, or agreement contained in this Note” after a five-business-day cure period (Note § 7(a)(ii)). Relevant to the instant case, Section 3(b) of the Note contains a covenant requiring Borrower to provide at least thirty (30) days’ prior written notice to Plaintiff before the consummation of any “Change of Control,” which includes mergers or transactions transferring a majority of Borrower’s voting power to a third party. Note § 3(b); Kim Aff. ¶¶ 17–18.

Section 7(a) of the Note permits acceleration. Section 7(b) imposes a Mandatory Default Amount equal to “one hundred twenty-five percent (125%) of the outstanding principal amount...and all accrued interest . . . [together with] all other amounts due to the Holder,” plus default interest “at an increased interest rate equal to . . . the Base Rate plus two percent (2.0%) per annum.” Section 9(k) of the Note additionally stipulates that “[i]n the event that [the] Holder prevails in an action to enforce th[e] Note it shall be entitled to receive all fees and expenses (including reasonable attorneys’ fees) incurred in connection with such enforcement.”

Plaintiff alleges three such Events of Default occurred and are continuing, pursuant to Section 7(a) of the Note:

1. Borrower failed to consummate a “Go-Public Event” by December 31, 2023;
2. Borrower failed to provide 30 days’ notice prior to merging with Triller Corp. on April 18, 2024 (which constituted a “Change of Control” under Section 3(b) of the Note);
3. Borrower Corp. failed to provide 30 days’ notice prior to merging with AGBA Group on October 15, 2024 (another “Change of Control”).

Plaintiff issued Defendants a Notice of Default for failure to consummate a “Go-Public Event” on October 16, 2024, and a Supplemental Default Notice providing additional notice of the aforementioned default and initial notice of the Change of Control defaults on January 10, 2025. *See* NYSCEF Doc. Nos. 5 (Default Notice), 8 (Supplemental Default Notice). Both of these notices invoked Plaintiff’s right to accelerate and demand payment of the Mandatory Default Amount. Section 7(b) of the Note defines the Mandatory Default Amount as “125% of the outstanding principal amount . . . and all accrued interest . . . together with all other amounts due to the Holder,” plus default interest “at the increased rate of the Base Rate plus 2.0% per annum.”

As of April 22, 2025, Plaintiff calculates the total amount owed as \$1,603,374.64, exclusive of attorneys’ fees and costs, which includes a principal amount of \$1,436,038.75 (125% of unpaid principal), \$111,420.87 in interest (7.5% through October 16, 2024), and \$55,915.02 in default interest (9.5% post-default). Kim Aff. at ¶ 51. To date, neither Borrower nor Borrower Corp. have paid the amounts due and owing to Plaintiff based on the Events of Default under the Note. Kim Aff. ¶ 48.

Legal Discussion

CPLR § 3213 provides an expedited procedure for claims based upon “documentary claims so presumptively meritorious that a formal complaint is superfluous, and even the delay incident upon waiting for an answer and then moving for summary judgment is needless.” *Weissman v. Sinorm Deli*, 88 N.Y.2d 437, 443 (1996) (internal quotations omitted). “When an action is based upon an instrument for the payment of money only . . . the plaintiff may serve with the summons a motion for summary judgment and the supporting papers in lieu of a complaint.” CPLR § 3213.

To establish entitlement to relief under CPLR § 3213, a plaintiff must show the existence of an instrument for the payment of money only, along with proof of nonpayment in accordance with its terms. *27 W. 72nd St. Note Buyer LLC v. Terzi*, 194 A.D.3d 630, 631 (1st Dept. 2021); *Valencia Sportswear, Inc. v. D.S.G. Enterprises, Inc.*, 237 A.D.2d 171, 171 (1st Dept. 1997).

Here, Plaintiff has satisfied its *prima facie* burden by submitting: (i) the Unsecured Convertible Promissory Note executed on July 1, 2023 by Triller Hold Co LLC in favor of Plaintiff (NYSCEF Doc. No. 4); (ii) SEC statements dated December 13, 2024 and October 21, 2024 showing the mergers of Borrower and Borrower Corp., and Borrower Corp. with AGBA, respectively (NYSCEF Doc. Nos. 6, 7); (iii) the October 16, 2024 Notice of Default and January 10, 2025 Supplemental Default Notice (NYSCEF Doc. Nos. 5, 8); and (iv) the Affirmation of Lidia Kim, Senior Vice President of Business & Legal Affairs at Concord, affirming that Defendants failed to consummate a Go-Public Event or give timely notice of multiple Change of Control events, each of which constituted an Event of Default under the Note (NYSCEF Doc. No. 3). *See DB 232 Seigel Mezz LLC v. Moskovits*, 223 A.D.3d 610, 611 (1st Dept. 2024) (summary judgment properly granted under CPLR § 3213 where plaintiff submitted promissory note, evidence of default, and demand letter). The Kim Affirmation states that while Plaintiff has performed its obligations under the Note, Defendants—to date—have not paid the outstanding amounts under the Note based the Events of Default.

Furthermore, Plaintiff provides support and calculations for the interest and fees owed to it, including the 125% acceleration clause, Base Rate Interest of 7.5% per annum, and Default Interest of 9.5%, all of which are authorized under Section 7(b) of the Note. Kim Aff. at ¶ 46. In addition, pursuant to Section 9(k), Plaintiff has established a contractual right to recover reasonable attorneys’ fees and other incidental costs incurred in enforcing the Note. *Id.* at ¶ 47. Plaintiff has requested leave to submit a calculation of its attorneys’ fees and other expenses incurred. *Id.* at ¶ 52.

Accordingly, it is hereby

ORDERED that Plaintiffs’ Motion for Summary Judgment in Lieu of Complaint against Defendants is GRANTED; and it is further

ORDERED that the Clerk is directed to enter judgment in favor of Plaintiff Concord Music Group, Inc. against Defendants Triller Hold Co LLC and Triller Corp., jointly and severally, in the amount of \$1,603,374.64 plus interest at the Default Rate of 9.50% per annum, as calculated by the Clerk of the Court from April 22, 2025 through the entry of judgment, with interest accruing

thereafter at the Base Rate of 7.50% per annum, until the judgment is paid in full, and upon Plaintiffs' e-filing of a Proposed Judgment directed to the County Clerk; and it is further


ORDERED Plaintiffs are granted judgment against Defendants, jointly and severally, for attorneys' fees and costs; and it is further

ORDERED that within fourteen (14) days of the entry of this Decision and Order, Plaintiffs' counsel shall file an affirmation(s) to the Court on notice to Defendants, not exceeding five (5) pages, setting forth its claimed costs and attorneys' fees, explaining why such fees are reasonable, and attaching documentary proof thereof and a proposed order, and Defendants may file a five (5) page letter in opposition within seven (7) days of Plaintiffs filing their submission; and it is further

ORDERED that if Plaintiffs fail to timely file their submission, Plaintiffs shall be deemed to have waived their claims for attorneys' fees; and it is further

ORDERED that within seven (7) days of entry of this Order, Plaintiffs shall serve a copy of this Order with notice of entry on Defendants by overnight mail. The foregoing constitutes the decision and order of this Court.

The foregoing constitutes the decision and order of this Court.

<u>7/14/2025</u>		
DATE		ANAR R. PATEL, A.J.S.C.
CHECK ONE:	<input checked="" type="checkbox"/> CASE DISPOSED	<input type="checkbox"/> NON-FINAL DISPOSITION
	<input checked="" type="checkbox"/> GRANTED <input type="checkbox"/> DENIED	<input type="checkbox"/> GRANTED IN PART <input type="checkbox"/> OTHER
APPLICATION:	<input type="checkbox"/> SETTLE ORDER	<input type="checkbox"/> SUBMIT ORDER
CHECK IF APPROPRIATE:	<input type="checkbox"/> INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/> FIDUCIARY APPOINTMENT <input type="checkbox"/> REFERENCE