

GBAV, LLC v King

2025 NY Slip Op 33851(U)

October 6, 2025

Supreme Court, New York County

Docket Number: Index No. 651355/2025

Judge: Leslie A. Stroth

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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. LESLIE A. STROTH PART 12M

Justice

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GBAV, LLC

Plaintiff,

- v -

RONNIE D. KING,

Defendant.

-----X

INDEX NO. 651355/2025

MOTION DATE 03/10/2025

MOTION SEQ. NO. 001

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 001) 2, 15, 16, 17 were read on this motion to/for JUDGMENT - SUMMARY IN LIEU OF COMPLAINT.

This action arises from obligations under a Master Equipment Lease . Express Pressure Pumping, LLC ("Express Pressure Pumping" or the "Lessee") leased certain equipment pursuant to Master Equipment Lease No. 22010 and Equipment Schedule No. 1 (together, the "Lease Agreement") originally executed with First National Capital, LLC ("FNC"). On October 14, 2022, FNC assigned all of its rights, title, and interest in the Lease Agreement and related documents to Plaintiff GBAV, LLC ("GBAV" or "Plaintiff"). Express Pressure Pumping and Defendant Ronnie D. King ("Defendant" or "Guarantor") acknowledged and agreed to the assignment on the same date.

At that time, Express Pressure Pumping also entered into an amendment to the Equipment Schedule specifying the condition in which the equipment was to be returned. (NYSCEF Doc No. 9).

The Lease Agreement required Express Pressure Pumping to make rental payments, maintain and insure the equipment, keep it free from liens, and permit inspection, among other obligations. (NYSCEF Doc No. 5).

On April 2, 2024, GBAV notified Express Pressure Pumping and Defendant that the Lease was in default and that all defaults were required to be cured by April 12, 2024 (the “Remedy Date”). The notice stated that if defaults were not cured, the Lease would be terminated and all amounts due, then totaling \$8,262,218.15, would be immediately payable. (NYSCEF Doc No. 10).

Express Pressure Pumping did not cure the defaults, and the Lease automatically terminated on the Remedy Date. Although GBAV recovered some of the leased equipment, it was not returned in the required condition. Key components, including engines, transmissions, power ends, fluid ends, and controls, were missing. GBAV incurred nearly \$2.4 million in refurbishment and repair expenses.

On October 14, 2022, Defendant executed an absolute and unconditional personal guaranty in favor of GBAV (the “Guaranty”), guaranteeing Express Pressure Pumping’s obligations under the Lease. (NYSCEF Doc No. 11)

“Pursuant to CPLR 3213, when an action is based upon an instrument for the payment of money only or upon any judgment, the plaintiff may serve with the summons a notice of motion for summary judgment and the supporting papers in lieu of a complaint” (*Kitchen Winners NY, Inc. v Triptow*, 226 AD3d 989, 990-91 [2d Dept 2024], quoting *Cooperative Centrale Raiffeisen-Boerenleenbank, B.A., “Rabobank Intl.,” N.Y. Branch v Navarro*, 25 NY3d 485, 491 [2015] [internal quotation marks omitted]). “To meet its prima facie burden on its summary judgment motion, [the movant] must prove the existence of the guaranty, the

underlying debt and the guarantor's failure to perform under the guaranty.” (*Cooperatieve Centrale Raiffeisen-Boerenleenbank, B.A. v Navarro*, 25 NY3d 485, 492 [2015]).

Personal guarantees, such as the one underlying the motion herein, are instruments for which summary judgment in lieu of complaint may be appropriate pursuant to CPLR 3213. (*see Capital One Taxi Medallion Fin. v JEB Mgt. Corp.*, 192 AD3d 1072 [2d Dept 2021]).

First, Plaintiff has established the existence of the guaranty in providing the Lease Agreement signed by First National Capital and Defendant. (NYSCEF Doc Nos. 5, 6, 9). That Lease was then Assigned to Plaintiff via an Assignment of Lease Agreement. (NYSCEF Doc No. 7). Defendant personally guaranteed the Lease pursuant to a Guaranty Agreement which provides that Defendant’s Guaranty of the lease is absolute, irrevocable and unconditional. (NYSCEF Doc No.. 11).

Plaintiff has also established the amount and existence of the underlying debt, totaling \$7,695,612.70. (NYSCEF Doc Nos. 4 ¶ 17, 12). That amount represents the amount of unpaid rent and late charges pursuant to § 5(a) Sch. 1 of the Lease, the Stipulated Loss Value of Equipment pursuant to § 18(b)(v) of the Lease and Equipment Schedule § 9(b), Recovery and Restoration Expenses pursuant to § 1 of the Lease, and Costs of Enforcement through February 24, 2025 pursuant to §§ 18(b) and 21 of the lease as well as Guaranty §§ 1 and 8.

Finally, Plaintiff has established that Defendant has failed to perform under the Lease in demonstrating that Defendant has failed to pay. Moreover, as Defendant has not opposed the instant motion, despite being properly served, the Court considers any of Defendant’s possible arguments waived.

As such, Plaintiff’s motion for summary judgment in lieu of complaint is granted, without opposition.

Accordingly; it is hereby

ORDERED that Plaintiff, GBAV, LLC's motio for summary judgment in lieu of complaint is granted; and it is further

ORDERED, that within 30 days of entry of this order, Plaintiff, GBAV, LLC shall serve a copy of this order upon all parties, with notice of entry, and shall file such notice via NYSCEF; and it is further

ORDERED, that the County Clerk is directed to enter judgment in favor of Plaintiff GBAV, LLC against Defendant Ronnie D. King in the amount of \$7,695,612.70.

The foregoing constitutes the decision and order of the court.

10/6/2025
DATE

CHECK ONE:

CASE DISPOSED

GRANTED DENIED

APPLICATION:

SETTLE ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

[Signature]
HON. LESLIE A. STROTH

NON-FINAL DISPOSITION

GRANTED IN PART OTHER

SUBMIT ORDER

FIDUCIARY APPOINTMENT REFERENCE

J.S.C.