

**Galaxy Group Funding ECI U LLC v Big Ticket Sports, LLC**

2025 NY Slip Op 34180(U)

October 30, 2025

Supreme Court, New York County

Docket Number: Index No. 654087/2025

Judge: Joel M. Cohen

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This opinion is uncorrected and not selected for official publication.

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK: COMMERCIAL DIVISION PART 03M

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GALAXY GROUP FUNDING ECI U LLC,  
Plaintiff,

- v -

BIG TICKET SPORTS, LLC, KEVIN GARNETT  
Defendants.

INDEX NO. 654087/2025

MOTION DATE 07/09/2025

MOTION SEQ. NO. 001

**DECISION + ORDER ON  
MOTION**

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HON. JOEL M. COHEN:

The following e-filed documents, listed by NYSCEF document number (Motion 001) 2, 13, 14, 15 were read on this motion for SUMMARY JUDGMENT IN LIEU OF COMPLAINT.

Plaintiff Galaxy Group Funding ECI U LLC (“Galaxy” or “Plaintiff”) moves pursuant to CPLR 3213 for summary judgment in lieu of complaint against Defendants Big Ticket Sports (“Big Ticket Sports”) and Kevin Garnett (“Garnett,” together with Big Ticket Sports, “Defendants”), arising out of that Promissory Note, dated April 30, 2019 (the “Note”), by and between Big Ticket Sports, and Grand Sports Management LLC (“Assignor”), which also includes a Guarantee, dated April 30, 2019 (the “Guarantee”), executed by Garnett in favor of Assignor. While counsel for Defendants filed a notice of appearance in this action (NYSCEF 12), Defendants have not opposed or otherwise responded to the motion. For the following reasons, Plaintiff’s motion is granted other than with respect to its claim to recover attorney’s fees.

Pursuant to CPLR 3213, a party may commence an action by motion for summary judgment in lieu of complaint when the action is “based upon an instrument for the payment of money only or upon any judgment” (*Oak Rock Fin., LLC v Rodriguez*, 148 AD3d 1036, 1039 [2d

Dept 2017]). An “instrument for the payment of money only” is one that “requires the defendant to make a certain payment or payments and nothing else” (*Seaman-Andwall Corp. v Wright Mach. Corp.*, 31 AD2d 136, 137 [1st Dept 1968]; *Weissman v Sinorm Deli, Inc.*, 88 NY2d 437, 444 [1996]). “It is well settled that a promissory note, as an instrument for the payment of money only, is entitled to the expedited procedure detailed in CPLR 3213” (*R-H-D Const. Corp. v Miller*, 222 AD2d 802, 803 [3d Dept 1995]). Likewise, a “guarantee qualifies as an ‘instrument for the payment of money only’ under CPLR 3213” (*Torres & Leonard, P.C. v Select Professional Realities, Ltd.*, 118 AD2d 467, 468 [1st Dept 1986]; *State Bank of India, New York Branch v Patel*, 167 AD2d 242, 243 [1st Dept 1990]).

Here, Plaintiff has established a *prima facie* case for summary judgment pursuant to CPLR 3213. Plaintiff has produced the Note, which establishes that Big Ticket Sports agreed to pay Assignor the principal amount of \$500,000 plus interest at six percent (6%) (or eight percent (8%) per annum so long as Big Ticket Sports remains in default), in two installments to be paid on or before April 30, 2021, and that Garnett “absolute[ly] and unconditional[ly]” guaranteed Big Ticket Sports’ repayment under the Note (NYSCEF 4). Plaintiff has also produced the written assignment agreement, showing that Assignor assigned the Note and Guarantee to Plaintiff pursuant to an Assignment and Assumption Agreement, dated March 26, 2025 (NYSCEF 7).

Further, the Note’s payment terms show that (i) the Note is an instrument for the payment of money only, (ii) Defendants consented to New York jurisdiction and law, (iii) no events or actions by Assignor or a third party were required to trigger Defendants’ obligation to pay, and (iv) Defendants’ failure to pay the outstanding principal and interest on the installment dates would constitute an Event of Default. Thus, the Note represents an absolute, unconditional

obligation for Big Ticket Sports, guaranteed by Garnett, to pay Plaintiff the amounts owed, as required under CPLR 3213. Plaintiff has also submitted affidavits of service of the moving papers on Defendants by personal service as well as U.S. mail, as allowed under the Note (NYSCEF 13-15; *see* NYSCEF 4 §12[h]).

Plaintiff has also submitted evidence of Defendants' failure to fully satisfy the Note as required. This is established by the Affirmation of Nick Holderness, the authorized representative of Plaintiff, who affirms that he repeatedly informed Defendants that they had failed to timely pay the amounts owed under the Note and that Assignor had sent Plaintiff a letter indicating Defendants' default on February 14, 2025 (NYSCEF 3 ["Holderness Aff"] ¶¶ 19-20; NYSCEF 6 [Demand Letter]). Based on this evidence, Plaintiff submits that as of June 30, 2025, Big Ticket Sports has paid Assignor \$167,325.00 under the Note, leaving a balance of \$566,910.29, which includes unpaid principal, interest, and default interest under Section 3 of the Note since May 1, 2025 when Big Ticket Sports first defaulted under the Note (Holderness Aff ¶¶17-23; NYSCEF 8).

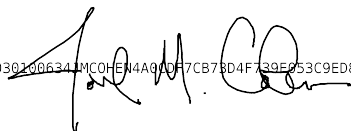
As noted, Defendants have not opposed Plaintiff's motion, and therefore fail to raise a fact issue to rebut Plaintiff's prima facie showing of entitlement to relief. However, the record does not support Plaintiff's request to recover its attorneys' fees incurred in connection with enforcing its rights under the Note. Plaintiff does not cite to any provision of the Note providing for attorney's fees or otherwise explain why it would be entitled to this relief. "[A]ttorney's fees are incidents of litigation and a prevailing party may not collect them from the loser unless an award is authorized by agreement between the parties, statute or court rule" (*Hooper Assoc., Ltd. v AGS Computers, Inc.*, 74 NY2d 487, 491 [1989]). Accordingly, the branch of Plaintiff's motion seeking attorney's fees is denied.

Accordingly, it is:

**ORDERED** that Plaintiff's motion for Summary Judgment in Lieu of Complaint is **GRANTED** as to liability and damages, and denied as to the request for attorney's fees; it is further

**ORDERED** that the Clerk of the Court enter judgment in favor of Plaintiff and against Defendants, jointly and severally, for the amount of (i) the unpaid principal balance of \$332,675 due under the Note; (ii) accrued and unpaid interest in the amount of \$234,235.29 through June 30, 2025, plus additional interest at the contractual default rate of 8 percent from July 1, 2025 until entry of judgment; (iii) together with costs and disbursements to be taxed by the Clerk upon submission of an appropriate bill of costs.

This constitutes the Decision and Order of the Court.

  
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**JOEL M. COHEN, J.S.C.**

10/30/2025  
DATE

CHECK ONE:

<input checked="" type="checkbox"/>	CASE DISPOSED		
<input type="checkbox"/>	GRANTED	<input type="checkbox"/>	DENIED
<input type="checkbox"/>	SETTLE ORDER		
<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN		

<input type="checkbox"/>	NON-FINAL DISPOSITION		
<input checked="" type="checkbox"/>	GRANTED IN PART	<input type="checkbox"/>	OTHER
<input type="checkbox"/>	SUBMIT ORDER		
<input type="checkbox"/>	FIDUCIARY APPOINTMENT	<input type="checkbox"/>	REFERENCE

APPLICATION:

CHECK IF APPROPRIATE: