

**JLJ Capital LLC v Gryfe**

2025 NY Slip Op 34383(U)

November 18, 2025

Supreme Court, New York County

Docket Number: Index No. 653466/2025

Judge: Andrew Borrok

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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. ANDREW BORROK PART 53**

*Justice*

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JLJ CAPITAL LLC, JLJ PREF 1 LLC, LV INVESTOR  
LLC, COMCAST INVESTMENT LLC, DDG INVESTOR  
LLC, JEL FLORIDA PROPERTY TRUST,

Plaintiff,

- v -

DANIEL ARI H. GRYFE, DENA SARA GRAFF, MBARK  
GLOBAL LLC, ZORRO HANOVER 25 LLC, SUITE 960  
LLC, KRABM WEST END LLC, CHACHAM LLC

Defendant.

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**INDEX NO.** 653466/2025

**MOTION DATE** N/A

**MOTION SEQ. NO.** 001

**DECISION + ORDER ON  
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 001) 2, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22

were read on this motion to/for SUMMARY JUDGMENT(BEFORE JOIND).

Upon the foregoing documents, the Plaintiffs' motion (Mtn. Seq. No. 001) for summary judgement in lieu of complaint is GRANTED as unopposed.

**THE RELEVANT FACTS AND CIRCUMSTANCES**

This is an action for money owed pursuant to (i) a Settlement Agreement (NYSCEF Doc. No. 5), dated April 24, 2025, which resolved a certain dispute by and between JLJ Capital LLC, JLJ Pref 1 LLC, LV Investor LLC, Comcast Investment LLC, DDG Investor LLC, JEL Florida Property Trust, Daniel Ari H. Gryfe (**Gryfe**), and Dena Sara Graff (**Graff**) regarding Gryfe's and Graff's alleged fraudulent sale of membership interest in an entity owning and managing real property in Arizona, (ii) a Promissory Note (NYSCEF Doc. No. 6), dated April 24, 2025, that was entered into pursuant to the Settlement Agreement, and (iii) a Guaranty (NYSCEF Doc. No. 7) of the

Promissory Note, dated April 24, 2025, by Mbark Global LLC, Suite 960 LLC, KRABM West End LLC, Chacham LLC (collectively the **Guarantors**) in favor of JLJ Capital LLC, JLJ Pref 1 LLC, LV Investor LLC, Comcast Investment LLC, DDG Investor LLC, and JEL Florida Property Trust (collectively the **JLJ Parties**).

Together, the Settlement Agreement, Promissory Note, and Guaranty require, among other things, that the principal amount of \$3,200,000 (the **Settlement Payment**), owed by Gryfe and Graff, be delivered by the Guarantors to the JLJ Parties (see NYSCEF Doc. Nos. 5, 6, 7).

Pursuant to the Promissory Note, the Settlement Payment was to be made in ten installments:

Payment Date	Payment Amount
May 15, 2025	\$250,000
June 20, 2025	\$110,000
August 20, 2025	\$360,000
October 20, 2025	\$360,000
December 20, 2025	\$360,000
February 20, 2026	\$360,000
April 20, 2026	\$360,000
June 20, 2026	\$360,000
August 20, 2026	\$360,000
October 20, 2026	\$320,000

(NYSCEF Doc. No. 6). To date, the JLJ Parties have not received a single installment payment (NYSCEF Doc. No. 22 ¶ 14-15).

### DISCUSSION

Pursuant to CPLR § 3213, a plaintiff may bring a summary judgment motion in lieu of complaint when the action is based on an instrument for the payment of money only. To meet its *prima facie* burden, the plaintiff must prove (1) the existence of the Note/Guaranty, (2) the underlying debt, and (3) the Borrower/Guarantor's failure to perform (*DDS Partners, LLC v Celenza*, 6 AD3d 347, 348 [1st Dept 2004]; *Davimos v Halle*, 35 AD3d 270, 272 [1st Dept 2006]). Once a

*prima facie* showing is made, the defendant must present admissible evidence that raises a triable issue of fact (*Zuckerman v New York*, 49 NY2d 557, 562 [1980]).

The Plaintiffs have met their *prima facie* burden for entitlement to summary judgement in lieu of complaint pursuant to CPLR 3213 (*see DDS Partners, LLC v Celenza*, 6 AD3d 347, 348 [1st Dept 2004]; *Davimos v Halle*, 35 AD3d 270, 272 [1st Dept 2006]). Simply put, it is undisputed that (1) there is a Promissory Note and Guaranty, (2) there is an underlying debt of \$3,200,000 owed to the JLJ Parties, and (3) the Guarantors have failed to deliver a single installment payment as called for by the Promissory Note and the Guaranty (*id.*). As the Defendants did not submit opposition, no admissible evidence has been presented that raises a triable issue (*see Zuckerman v New York*, 49 NY2d 557, 562 [1980]).

Accordingly, it is hereby

ORDERED that the Plaintiff's motion (Mtn. Seq. No. 001) for summary judgment in lieu of complaint is GRANTED; and it is further

ORDERED that the Clerk is directed to enter judgment in favor of JLJ Capital LLC, JLJ Pref 1 LLC, LV Investor LLC, Comcast Investment LLC, DDG Investor LLC, and JEL Florida Property Trust and against Daniel Ari H. Gryfe, Dena Sara Graff, Mbark Global LLC, Zorro Hanover 25 LLC, Suite 960 LLC, Krabm West End LLC, and Chacham LLC in the amount of \$3,200,000, together with contractual default interest on the principal amount at the rate of 18% per annum from May 15, 2025 through the date of entry of judgment (November 18, 2025), plus

attorneys' fees, costs, and expenses that the Defendants must pay to the Plaintiffs pursuant to Section 8 of the Note and Section 1 of the Guaranty in the amount of \_\_\_\_\_, for a total of \$\_\_\_\_\_, plus costs and disbursements as allocated by the Clerk. The Plaintiffs shall have execution thereof; and it is further


ORDERED that that portion of the Plaintiffs' motion that seeks the recovery of reasonable attorneys' fees, costs, and expenses that the Defendants must pay to the Plaintiffs pursuant to Section 8 of the Promissory Note and Section 1 of the Guaranty is severed and the attorneys' fees, costs and expenses that the Plaintiffs may recover against the Defendants is referred to a Special Referee to hear and determine; and it is further

ORDERED that counsel for the Plaintiffs shall, within 30 days from the date of this order, serve a copy of this order with notice of entry, together with a completed Information Sheet,<sup>1</sup> upon the Special Referee Clerk in the General Clerk's Office (Room 119), who is directed to place this matter on the calendar of the Special Referee's Part for the earliest convenient date to hear and determine the amount of reasonable attorneys' fees and costs; and it is further

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<sup>1</sup> Available on the Court's website at [www.nycourts.gov/supctmanh](http://www.nycourts.gov/supctmanh) under the "References" link on the navigation bar.

ORDERED that such service upon the Special Referee Clerk 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 “E-Filing” page on the court’s website at the address [www.nycourts.gov/supctmanh](http://www.nycourts.gov/supctmanh)).

  
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11/18/2025  
DATE

\_\_\_\_\_  
ANDREW BORROK, 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
APPLICATION:	<input type="checkbox"/>	SETTLE ORDER		<input type="checkbox"/> OTHER
CHECK IF APPROPRIATE:	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/>	<input type="checkbox"/> FIDUCIARY APPOINTMENT
				<input type="checkbox"/> REFERENCE