

**Empire Core Group LLC v Capitalize Group LLC**

2025 NY Slip Op 34568(U)

November 24, 2025

Supreme Court, Kings County

Docket Number: Index No. 518896/2025

Judge: Reginald A. Boddie

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This opinion is uncorrected and not selected for official publication.

At an IAS Commercial Part 12 of the Supreme Court of the State of New York, held in and for the County of Kings, at the Courthouse, located at 360 Adams Street, Borough of Brooklyn, City and State of New York on the 24th day of November 2025.

**P R E S E N T:**  
Honorable Reginald A. Boddie  
Justice, Supreme Court

-----X  
EMPIRE CORE GROUP LLC and FLORIUM LAJQI,

Index No. 518896/2025

Plaintiffs,

Cal. No. 8 MS 1

**Decision and Order**

-against-

CAPITALIZE GROUP LLC,

Defendant.

-----X  
The following e-filed papers read herein:

MS 3

NYSCEF Doc Nos.

56-69, 71-76

Defendant Capitalize Group LLC (“Defendant”) has interposed a motion (motion sequence 1) for an order pursuant to CPLR 3211 (a) (2) dismissing the instant action on the basis that this court lacks subject matter jurisdiction to hear this case (*see* NYSCEF Doc No. 18, notice of motion, p. 1).

Plaintiff Empire Core Group LLC (“Plaintiff Empire”), is a Westchester County based entity involved in the construction business, which entity is owned by, among others, Plaintiff Florium Lajqi (collectively, “Plaintiffs”) (*see* NYSCEF Doc No. 21, complaint, ¶ 2). Defendant is an entity involved in the merchant cash advance industry. Plaintiffs and Defendant entered into

a Merchant Cash Advance Agreement, dated September 20, 2024, pursuant to which Defendant purchased receivables from Plaintiff Empire in the amount of \$375,000, in return for a cash advance of \$250,000, along with Plaintiff Florium Lajqi's ("Plaintiff Lajqi") personal guaranty of performance (*see* NYSCEF Doc No. 10, Merchant Cash Advance Agreement, p. 1).

In conjunction with the September 20, 2024 transaction, Plaintiff Lajqi executed an Affidavit of Confession of Judgment on September 20, 2024 (the "Affidavit of Confession of Judgment"), in which he acknowledged that the Confession of Judgment was executed with the intent for Plaintiff Empire and Plaintiff Lajqi to waive any and all rights that they may have to: (i) appear in any action and defend said action; and (ii) notice of entry of the judgment (*see* NYSCEF Doc No. 37, affidavit of confession of judgment, ¶ 3). In the Affidavit of Confession of Judgment, Plaintiff Lajqi admitted that the Affidavit of Confession of Judgment was for a debt justly due to Defendant arising from Defendant's purchase of receivables of Plaintiff Empire with an agreed value of \$375,000 pursuant to a Merchant Cash Advance Agreement dated September 20, 2024 (*id.* ¶ 5). In the Affidavit of Confession of Judgment, Plaintiff Lajqi further conceded that he guaranteed Plaintiff Empire's payment in the event Plaintiff Empire breached the Agreement (*id.* ¶ 6).

Moreover, in the Affidavit of Confession of Judgment, Plaintiff Lajqi admitted as follows that he, along with Plaintiff Empire:

[J]ointly and severally confess Judgment and authorize entry of Judgment in the . . . Supreme Court of the State of New York, County of Westchester . . . in favor of [Defendant] in the sum of \$375,000.00 less any payments made pursuant to the Agreement, plus simple interest thereon at the statutory rate of nine (9%) per annum from the date of default, plus costs and disbursements, plus

legal fees to [Defendant] calculated at . . . 25% of the total aforesaid sums.

(*Id.* ¶ 8).

Defendant filed the Affidavit of Confession of Judgment in Westchester County Supreme Court on June 26, 2025 in an action styled *Capitalize Group LLC v Empire Core Group LLC, et ano.*, Sup. Ct., Westchester Cty., Index No. 66351/2025, along with, inter alia, a proposed Judgment by Confession, culminating in a \$229,489.28 Judgment by Confession entered by the Westchester County Supreme Court on July 7, 2025 (the “Westchester Judgment by Confession”) (*see* NYSCEF Doc No. 33, Judgment by Confession).

On July 30, 2025, Plaintiffs filed a verified complaint in the present action in which Plaintiffs seek to vacate the Westchester Judgment by Confession as follows:

Pursuant to CPLR Rule 5015 (a) (3), the Judgment by Confession should be vacated on the grounds of usury, fraud, misrepresentation, substantive and procedural irregularity and unconscionability and/or misconduct by [Defendant].

(NYSCEF Doc No. 21, Verified Complaint, ¶ 105).

The court must dismiss the instant action since it lacks subject matter jurisdiction to hear this case in that the Kings County Supreme Court lacks jurisdiction to vacate a judgment by confession entered in Westchester County Supreme Court, a court of coordinate jurisdiction. Indeed, based upon applicable Second Department precedent, only the Supreme Court, County of Westchester, is vested with subject matter jurisdiction to issue a decision vacating, modifying or reversing a judgment entered in the Supreme Court, County of Westchester. As the Second Department articulated this concept in holding that a judgment entered by the Supreme Court, County of Nassau, cannot be modified by the Supreme Court, County of Suffolk:

The [Suffolk County] Supreme Court properly dismissed the complaint insofar as asserted against the defendant Contractors Casualty & Surety Company (hereinafter Contractors) as the plaintiff sought, in effect, to modify a judgment obtained by Contractors against it in a prior Nassau County action (see, *Contractors Cas. & Sur. Co. v 535 Broadhollow Realty*, 276 AD2d 737). In general, relief from a judgment may only be sought from the court which rendered it (see, *Commissioner of Labor of State of N. Y. v Hinman*, 103 AD2d 886; see also, *Gkanios v Gkanios*, 233 AD2d 367; *Baldwin Kitchen Cabinet Corp. v Artz*, 15 AD2d 560; CPLR 5015 [a]).

(*Chestnut Hill Real Estate v Contractors Cas. & Sur. Co.*, 280 AD2d 446 [2d Dept 2001]).

As the Second Department underscored in holding that a judgment by confession entered by the Supreme Court, County of Westchester cannot be vacated by the Supreme Court, County of Putnam:

The plaintiff wife moved in this matrimonial action in the Supreme Court, Putnam County, to vacate a judgment by confession entered in the Supreme Court, Westchester County (*Dwyer v Gkanios*, Index No. 13979/92), the affidavit in support of which was executed by the defendant husband in favor of the attorney who represented him in the instant matrimonial action and in various other unrelated actions. Vacatur of a judgment by confession must be sought in the court in which the judgment was entered (see, e.g., *Jones v Buttarazzi & Assocs.*, 204 AD2d 1018; see also, *Terezakis v Goldstein*, 168 Misc 2d 298). The Supreme Court, Putnam County, therefore properly denied the plaintiff's motion.

(*Gkanios v Gkanios*, 233 AD2d 367, 367 [2d Dept 1996]).

Based on the foregoing, as this court cannot wrest control of the Judgment by Confession from the Westchester County Supreme Court by vacating such Judgment, this court lacks subject matter jurisdiction to hear this case, the fulcrum of which lies in Plaintiffs' request that this court vacate the Westchester Judgment by Confession, warranting the grant of Defendant's motion to

dismiss the present action. Any relief not expressly addressed herein has been considered and is denied.

ENTER:



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Honorable Reginald A. Boddie  
Justice, Supreme Court

HON. REGINALD A. BODDIE  
J.S.C.