

Wolf Funding Capital LLC v Gray Family III, LLC

2025 NY Slip Op 35006(U)

December 17, 2025

Supreme Court, New York County

Docket Number: Index No. 659823/2024

Judge: Nicholas W. Moyne

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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. NICHOLAS W. MOYNE PART 41M

Justice

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INDEX NO. 659823/2024

WOLF FUNDING CAPITAL LLC,

MOTION DATE 05/20/2025

Plaintiff,

MOTION SEQ. NO. 002

- v -

GRAY FAMILY III, LLC, RESPECT AUTO YONKERS LLC, YONKERS KIA, METROPOLITAN AUTO FUNDING LLC, HG RESPECT BRONX HOLDING CORP, RESPECT BRONX HOLDINGS, LLC, RESPECT AUTO QUEENS I LLC, RESPECT AUTO GROUP III LLC, RESPECT AUTO MALL LLC, SPORT PROPERTIES, LTD, LONG ISLAND RESOURCE CORP., BRONX KIA INTERVENTION OPERATING LLC, GRAY FAMILY II, LLC, SPORT LEVITOWN RETAIL, L.P., RESPECT AUTO GROUP PAYMASTER INC., RESPECT AUTO BOSTON I LLC, AUTO GALLERY OF SCOTTSDALE, LLC, RESPECT AUTO SM I LLC, MIRACLE MOTORS LLC, GRAY FAMILY I LLC, H M GRAY FAMILY II CORP, MIRACLE FORD OF PASADENA INC, ALICE LEYDEN FAMILY LLC, NYC AUTO GALLERY LLC, KIA OF SANTA MONICA, SANTA MONICA KIA, SPORT 10 MONTAUK HIGHWAY CORP., MOTORCARS WEST, LLC, MOTORCARS OF VAN NUYS, LLC, THE AUTO GALLERY

DECISION + ORDER ON MOTION

Defendant.

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The following e-filed documents, listed by NYSCEF document number (Motion 002) 34, 35, 36, 37, 38, 39, 40, 41

were read on this motion to/for

JUDGMENT - SUMMARY

Upon the foregoing documents, it is

Plaintiff, Wolf Funding Capital LLC, commenced the underlying action against the collective defendants seeking entry of a judgment in its favor and against the defendants, as authorized pursuant to a Confession of Judgment and arising out of a breach of a promissory note and guaranty agreement.

In Motion Sequence 001, brought by Order to Show Cause, plaintiff sought entry of a money judgment, pursuant to CPLR 3218 and the Affidavit of Confession of Judgment, in the

amount of \$4,500,000 plus interest. The application was opposed by defendants and was denied by the Court pursuant to the Decision and Order dated April 3, 2025 (NYSCEF Doc. No. 32).

Now, in Motion Sequence 002, plaintiff moves for an order, pursuant to CPLR 3212, granting summary judgment in favor of plaintiff and against the defendants on its claim for breach of agreement and in the amount of \$4,500,225.00. The motion is unopposed and for the reasons set forth below, may be granted.

Here, to meet its prima facie burden, plaintiff must establish the existence of the guaranty executed by defendants, the underlying debt, and defendants' failure to perform under the guaranty (*Sarfati v Palazzolo*, 142 AD3d 877, 877 [1st Dept 2016]).

Here, plaintiff, as lender, issued a "loan" payment to non-party, Respect Auto Queens II LLC, as borrower, as demonstrated by the promissory note executed by the parties and in which the non-party promised to re-pay the plaintiff the principal sum of \$4,500,000.00, plus interest, in accordance with the terms therein (NYSCEF Doc. No. 38). The above-named defendants, as guarantor, executed a guaranty agreement, jointly and severally guaranteeing payment and performance of the obligations of borrower under the promissory note (NYSCEF Doc. No. 39), as well as an Affidavit of Confession of Judgment to be filed in the event of a breach of the agreements (NYSCEF Doc. No. 40). Plaintiff asserts that the non-party failed to make payment as required under the promissory note, as well as the defendants failed to make payment as required under the guaranty agreement. Accordingly, plaintiff has met its prima facie burden on a claim of breach of guaranty in this action by demonstrating that: "(1) the lender is owed a debt from a third party; (2) the guarantor[s] guaranteed payment of the third party's debt; and (3) the debt has not been paid by the third party or the defendant[s]" (*ConnectOne Bank v Legacy Builders/Developers Corp.*, 238 AD3d 632, 633 [1st Dept 2025]). As plaintiff met its prima facie

burden and the defendants have not opposed the motion or raised a triable issue of fact, the motion may be granted.

Accordingly, it is hereby


ORDERED that the plaintiff's motion for summary judgment on the complaint herein is GRANTED; and it is further

ORDERED that the Clerk of the Court is directed to enter judgment in favor of plaintiff, WOLF FUNDING CAPITAL LLC, and against defendants, GRAY FAMILY III, LLC, RESPECT AUTO YONKERS LLC, YONKERS KIA, METROPOLITAN AUTO FUNDING LLC, HG RESPECT BRONX BOLDING CORP, RESPECT BRONX HOLDINGS, LLC, RESPECT AUTO QUEENS I LLC, RESPECT AUTO GROUP III LLC, RESPECT AUTO MALL LLC, SPORT PROPERTIES, LTD, LONG ISLAND RESOURCE CORP., BRONX KIA INTERVENTION OPERATING LLC, GRAY FAMILY II, LLC, SPORT LEVITTOWN RETAIL, L.P., RESPECT AUTO GROUP PAYMASTER INC., RESPECT AUTO BOSTON I LLC, AUTO GALLERY OF SCOTTSDALE, LLC, RESPECT AUTO SM I LLC, MIRACLE MOTORS LLC, GRAY FAMILY I LLC, H M GRAY FAMILY II CORP, MIRACLE FORD OF PASADENA INC, ALICE LEYDEN FAMILY LLC, NYC AUTO GALLERY LLC, KIA OF SANTA MONICA, SANTA MONICA KIA, SPORT 10 MONTAUK HIGHWAY CORP., MOTORCARS WEST, LLC, MOTORCARS OF VAN NUYS, LLC AND THE AUTO GALLERY, as named herein only, in the amount of \$ \$4,500,225.00, plus interest at the statutory rate through to the date of entry of judgment, and costs and disbursements, as taxed by the Clerk of the Court upon the submission of proper proof thereof.

This constitutes the decision and order of the court.

12/17/2025

DATE



NICHOLAS W. MOYNE, J.S.C.

CHECK ONE:

CASE DISPOSED

NON-FINAL DISPOSITION

GRANTED

DENIED

GRANTED IN PART

OTHER

APPLICATION:

SETTLE ORDER

SUBMIT ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

FIDUCIARY APPOINTMENT

REFERENCE