

<b>FundLogic LLC v Brunswick Pharma LLC</b>
2026 NY Slip Op 31297(U)
March 27, 2026
Supreme Court, Kings County
Docket Number: Index No. 514337/2025
Judge: Cenceria P. Edwards
Cases posted with a "30000" identifier, i.e., 2013 NY Slip Op <u>30001</u> (U), are republished from various New York State and local government sources, including the New York State Unified Court System's eCourts Service.
This opinion is uncorrected and not selected for official publication.

At an IAS Term, Comm 2 off the Supreme Court of the State of New York, held in and for the County of Kings, at the Courthouse, at 360 Adams Street, Brooklyn, New York, on the 27th day of March 2026.

**PRESENT:**

HON. CENCERIA P. EDWARDS, CPA,

Justice.

-----X

FUNDLOGIC LLC,

Plaintiff(s),

-against-

BRUNSWICK PHARMA LLC et al,

Defendant(s).

-----X

**ORDER**

Calendar Date: 12/3/2025

Calendar #(s): 15

Index #: 514337/2025

Mot. Seq. #(s): 1

The following e-filed papers read herein:

Notice of Motion/Order to Show Cause/Petition/Cross-Motion and Affidavits (Affirmations) and Exhibits \_\_\_\_\_

Opposing Affidavits (Affirmations) and Exhibits \_\_\_\_\_

Reply Affidavits (Affirmations) and Exhibits \_\_\_\_\_

NYSCEF Doc. Nos.:

3, 10, 15, 21, 25

33–39

---

**NATURE OF THE ACTION**

Plaintiff FundLogic LLC (“Plaintiff”) commenced this Commercial Division action on April 30, 2025, by filing a Summons and Complaint against Defendants Brunswick Pharma LLC, Seaway Pharma Inc., SS Medical Products LLC (“Company Defendants”), Venkateswara Kakani, and Ravinder Tikoo (“Guarantors”) (collectively, “Defendants”).

Plaintiff asserts four causes of action: two for breach of contract of the First and Second Agreements against each of the Company Defendants and two for breach of the First and Second Guaranty against each of the Guarantors (NYSCEF Doc. # 8, at ¶¶ 26–48).

**NATURE OF THE MOTION**

Plaintiff moves pursuant to CPLR 3212 to direct summary judgment in favor of Plaintiff and against Defendants on all causes of action (NYSCEF Doc. # 21, at 1). Additionally, Plaintiff moves pursuant to CPLR 3123 to deem the matters set forth in Plaintiff’s First Request for Admissions to be admitted by Defendants as a matter of law (*id.*). Plaintiff’s final motion is pursuant to CPLR 3126 to strike Defendants’ verified answer in its entirety (*id.*).

## BACKGROUND

Plaintiff alleges on November 11, 2024, that Plaintiff and Company Defendants entered into an agreement for the purchase and sale of future receipts (“First Agreement”) (NYSCEF Doc. # 8, ¶ 7). Under the First Agreement, Plaintiff allegedly purchased 23.73% of Company Defendants’ total future receipts, paid weekly, up to the amount of \$890,500 in exchange for an upfront payment of \$650,000 (*id.* ¶¶ 8, 13). Plaintiff and Guarantors then allegedly executed a personal guaranty agreement (“First Guaranty”) whereby Guarantors guaranteed the “prompt and complete performance” of Company Defendants’ obligations under the First Agreement (*id.* ¶ 8).

Plaintiff alleges on December 6, 2024, Plaintiff and Company Defendants entered into a similar second agreement for the purchase and sale of future receipts (“Second Agreement”) (*id.* ¶ 9). Under the Second Agreement, Plaintiff allegedly purchased 16.06% of Company Defendants’ total future receipts, paid weekly, up to the amount of \$572,000 in exchange for an upfront payment of \$400,000 (*id.* ¶¶ 9, 13). Plaintiff and Guarantors then allegedly executed a second personal guaranty agreement (“Second Guaranty”) whereby Guarantors guaranteed the “prompt and complete performance” of Company Defendants’ obligations under the Second Agreement (*id.* ¶ 10). Plaintiff alleges that Defendants breached each of the four Agreements (*id.*).

First, on or about November 5, 2024, Plaintiff allegedly conveyed the First Agreement’s purchase price, less agreed upon fees, to Company Defendants (*id.* ¶ 16). Plaintiff alleges that after receiving this purchase price, Company Defendants remitted only \$356,200 and failed to remit the remaining balance of \$534,300 (*id.* ¶ 17). Plaintiff alleges that Company Defendants breached the First Agreement by interfering with Plaintiff’s right to collect the weekly amounts after December 24, 2024 (*id.* ¶ 19). Plaintiff also alleges that Defendant breached the First Agreement by entering into a prohibited separate agreement for the sale of future receivables with CT Corporation System, (*id.* ¶ 18).

Second, Plaintiff alleges that Guarantors breached the First Guaranty by failing to ensure Company Defendants performed their obligations under the First Agreement (*id.* ¶ 20).

Third, as of January 10, 2025, Plaintiff alleges that Company Defendants similarly breached the Second Agreement by interfering with Plaintiff’s right to collect the weekly amount and by entering into a separate agreement with CT Corporation System (*id.* ¶ 23). Plaintiff alleges this resulted in damages of \$511,890 (*id.* ¶ 42).

Fourth, Plaintiff alleges that Guarantors breached the Second Guaranty by failing to ensure Company Defendants performed their obligations under the Second Agreement (*id.* ¶ 25).

## DISCUSSION

### PLAINTIFF'S MOTION TO DEEM REQUESTS FOR ADMISSION ADMITTED

Plaintiff moves pursuant to CPLR 3123 to deem the matters set forth in Plaintiff's Request for Admissions to be admitted by Defendants as a matter of law (NYSCEF Docs. # 8, 15). CPLR 3123 authorizes a party to request admissions of fact from another party, which the requesting party "reasonably believes there can be no substantial dispute" about at trial (CPLR 3123 [a]). If the receiving party fails to answer within 20 days, the requested admissions are deemed admitted (*id.*). Importantly, however, "the purpose of a notice to admit is only to eliminate from contention those matters which are not in dispute in the litigation and which may be readily disposed of" (*Am. Bldrs. & Contrs. Supply Co. v Vinyl is Final, Inc.*, 222 AD3d 708, 708 [2d Dept 2023]). "A notice to admit is not to be employed to obtain information in lieu of other disclosure devices, or to compel admissions of fundamental and material issues or contested ultimate facts" (*id.*).

Here, Plaintiff requests that Defendant make 24 admissions (*see* NYSCEF Doc. # 15). Defendants did not answer the request within 20 days (*see* NYSCEF Doc. # 34). However, Plaintiff's requests for admission are improper as they seek "concessions that go to the essence of the controversy," such as whether Defendants agreed to sell future receivables to Plaintiff or whether Defendants remitted only some of the amount owed (*see Am. Bldrs. & Contrs. Supply Co.*, 222 AD3d at 709). Plaintiff could have established the requested information through discovery (*id.* at 710). Accordingly, Plaintiff's motion to admit the requests for admission is denied.

### PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

Plaintiff moves pursuant to CPLR 3212 for summary judgment against Defendants. Summary judgment is a drastic remedy and should not be granted where there is any doubt as to the existence of a triable issue of fact (*Goldin Real Estate, LLC v Shukla*, 227 AD3d 674, 676 [2d Dept. 2024]). A motion for summary judgment "shall be granted if, upon all the papers and proof submitted, the cause of action or defense shall be established sufficiently to warrant the court as a matter of law in directing judgment in favor of any party" (CPLR 3212 [b]; *Martinez v 281 Broadway Holdings, LLC*, 183 AD3d 716, 719 [2d Dept 2020]). All facts must be viewed in the light most favorable to the non-moving party and "[t]he movant must make a prima facie showing of entitlement to judgment as a matter of law, tendering sufficient evidence to demonstrate the absence of any material issues of fact" (*Carlson v Colangelo*, 44 NY3d 116, 124 [2025], quoting *Bazdaric v Almah Partners LLC*, 41 NY3d 310, 316 [2024]). Once this is shown, "the burden shifts to the opposing party to produce evidentiary proof in admissible form" establishing an issue of material fact (*id.*).

The elements of a breach of contract claim are "the existence of a contract, the plaintiff's performance pursuant to the contract, the defendant's breach of his or her contractual obligations,

and damages resulting from the breach” (*Pinkesz v Massachusetts Mutual Life Ins. Co.*, 234 AD3d 886, 888 [2d Dept 2025]).

Plaintiff has failed to meet its burden of proof because it has not submitted sufficient evidence establishing the cause of action. As discussed above, Plaintiff’s requests for admission are improper and cannot be relied on for summary judgment purposes. Plaintiff has submitted the Agreement, showing that a contract exists (NYSCEF Doc. # 9). However, Plaintiff has submitted no evidence demonstrating that it fulfilled its obligation to remit the purchase price to Defendants. Nor has Plaintiff submitted sufficient proof that Defendants ceased making payments to Plaintiff as the only evidence submitted toward this end is a self-reported spreadsheet allegedly showing that only some payments were made (NYSCEF Doc. # 3; 10). Plaintiff argues in its Memorandum of Law that it is entitled to summary judgment based on the Statement of Material Fact (NYSCEF Doc. # 24) and the “Krepak Affidavit,” which supposedly proves the cause of action by authenticating the Agreements and the remittance history (NYSCEF Doc. # 25, at 6–7). However, the Krepak Affidavit has not been submitted, and the Statement of Material Fact is insufficient to establish the cause of action because it cites to documents not submitted by Plaintiff. Accordingly, Plaintiff’s motion for summary judgment is denied.

#### **PLAINTIFF’S MOTION TO STRIKE DEFENDANTS’ ANSWER**

Plaintiff moves pursuant to CPLR 3126 to strike Defendants’ answer in its entirety (NYSCEF Doc. # 21). In general, public policy strongly favors resolving actions on the merits (*Ferjuste v 437 BMW, LLC*, 219 AD3d 1308, 1309 [2d Dept 2023]). However, to invoke the “drastic remedy” of striking a pleading under CPLR 3126, Plaintiff must make “a clear showing that the failure to comply with court-ordered discovery was willful and contumacious” (*Borchkhadze v McMahon*, 235 AD3d 944, 946 [2d Dept 2025]). A totality of the circumstances must be considered, but willful or contumacious conduct “‘can be inferred from the party’s repeated failure to respond to demands or to comply with discovery orders, and the absence of a reasonable excuse for these failures,’ or by the failure to comply with court-ordered discovery over an extended period of time” (*Ferjuste*, 219 AD3d at 1309–10 [2d Dept 2023], quoting *Nationstar Mtge., LLC v Jackson*, 192 AD3d 813, 815–16 [2d Dept 2021]).

Here, Plaintiff has not demonstrated that Defendants were willful or contumacious in failing to respond to discovery. Plaintiff argues that Defendants’ failure to respond by the discovery deadline or Plaintiff’s follow up letter constitutes sanctionable conduct (NYSCEF Doc. # 25, at 7–8). Defendants argue that they participated in discovery in good faith and that any delays have been cured (NYSCEF Doc. # 33, at 9–10). Defendants were late in responding to Plaintiff’s discovery requests as they submitted responses on December 3, 2025 (*see* NYSCEF Docs. # 34–39). However, beyond this, Plaintiff has not shown that these delays were due to willful and contumacious conduct, such as noncompliance to gain an advantage in the litigation or purposeful defiance of court orders (*see Ferjuste*, 219 AD3d at 1310). Accordingly, Plaintiff’s motion to strike Defendants’ answer is denied.

Accordingly, it is hereby:

**ORDERED** that Plaintiff's motion to deem requests for admission admitted is **DENIED**;  
and it is further

**ORDERED** that Plaintiff's motion for summary judgment is **DENIED**; and it is further

**ORDERED** that Plaintiff's motion to strike Defendants' answer is **DENIED**.

The Foregoing Constitutes the Decision and Order of this Court.

**E N T E R,**

**Dated:** March 27, 2026



---

**Hon. Cenceria P. Edwards, JSC, CPA**