

FunderzGroup v Coastwide Elec. Inc.
2026 NY Slip Op 31380(U)
April 2, 2026
Supreme Court, Kings County
Docket Number: Index No. 526139/2025
Judge: Cenceria P. Edwards
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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 2nd day of April 2026.

PRESENT:

HON. CENCERIA P. EDWARDS, CPA,

Justice.

-----X
FUNDERZGROUP d/b/a MR. ADVANCE,

Plaintiff(s),

-against-

COASTWIDE ELECTRIC INC. et al,

Defendant(s).
-----X

ORDER

Calendar Date: 12/3/2025

Calendar #(s): 14

Index #: 526139/2025

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.:

9–10

20, 23, 26–27, 29–30,
38

43, 44

Plaintiff FunderzGroup LLC d/b/a Mr. Advance (“Plaintiff”) commenced this Commercial Division action on August 1, 2025, by filing a summons and complaint against Coastwide Electric Inc. (“Company Defendant”), Terry Stone, Courtney Stone, and Susan Tisdale (“Guarantors”) (collectively, “Defendants”) (NYSCEF Doc. #1, at 2). Plaintiff asserts one breach of contract cause of action against Defendants (*id.* at 5).

Defendants move pursuant to CPLR 3211(a)(3) to dismiss Plaintiff’s complaint on the grounds that Plaintiff lacks standing (NYSCEF Docs. # 9–10). Plaintiff has opposed the motion (*see* NYSCEF Doc. # 38).

BACKGROUND

Plaintiff alleges that on October 9, 2024, Plaintiff and Coastwide entered into a future receivables sale and purchase agreement (“Purchase Agreement”) (NYSCEF Doc. # 3 ¶ 9). Under the

Agreement, Plaintiff allegedly remitted \$1,300,000 to Coastwide in exchange for 11.03% of Company Defendant's total future receipts until \$1,937,000 is collected (*id.* ¶ 9). Plaintiff alleges that after remitting the purchase price, Company Defendant paid only a small amount of the receipts before defaulting, leaving an outstanding balance of \$1,888,280 (*id.* ¶ 11). Plaintiff also alleges that Guarantors subsequently defaulted on their personal guaranty agreement (*id.* ¶ 12).

Plaintiff and Defendants allegedly entered a settlement agreement (“Stipulation”), under which, Defendants agreed to pay Plaintiff \$1,888,280 pursuant to a payment schedule (*id.* ¶ 14). The Stipulation allegedly allowed a two-day grace period for any missed payments before it would be considered a default (*id.* ¶¶ 16–17). Plaintiff claims that Defendants only made partial payment on November 27, 2024, and failed to make any payment on December 4, 2024 (*id.* ¶¶ 20–21). Plaintiff alleges it sent Defendants a notice to cure on December 5, 2024, but Defendants failed to cure their default within two days (*id.* ¶¶ 22–23). Plaintiff alleges it allowed Defendants to continue making partial payments in good faith, but that Defendants stopped paying Plaintiff entirely after December 23, 2024 (*id.* ¶¶ 24–25). Plaintiff claims damages of \$1,736,013.89, costs, and pre-judgment interest of 9% per annum from the date of default on December 5, 2024, to the date of judgment (*id.* at 5–6).

DISCUSSION

Defendant moves pursuant to CPLR 3211(a)(3) to dismiss Plaintiff's complaint on the ground that Plaintiff lacks standing (NYSCEF Docs. # 9–10). “While CPLR 3211(a)(3) speaks to the plaintiff's lack of ‘capacity’ as a basis for dismissing complaints, decisional authorities have addressed a party's lack of standing as within the scope of the same statutory subdivision” (*Newburgh Realty II, LLC v IPA Asset Mgmt., LLC*, 238 AD3d 887, 888 [2d Dept 2025], quoting *Wilmington Sav. Fund Socy., FSB v Matamoro*, 200 AD3d 79, 89 [2d Dept 2021]). A moving defendant has the burden of establishing the plaintiff's lack of standing (*id.*). But to defeat the motion, the plaintiff “must merely raise a question of fact as to the issue” (*id.* at 888–89, quoting *Sikh Forum, Inc. v Saluja*, 227 AD3d 1024, 1025 [2d Dept 2024]).

A plaintiff has standing to bring suit when there is a demonstrated “injury in fact that falls within the relevant zone of interests sought to be protected by law” (*Kraus v Credit Control Servs., Inc.*, 237 AD3d 1083, 1084). Moreover, an injury in fact requires a showing that the plaintiff “has suffered a cognizable harm that is not tenuous, ephemeral, or conjectural but is sufficiently concrete and particularized to warrant judicial intervention” (*Green v Forster & Garbus, LLP*, 237 AD3d 1059, 1061 [2d Dept 2025], quoting *Matter of Mental Hygiene Legal Serv. v Daniels*, 33 NY3d 44, 50 [2019]).

Defendants argue that only “Mr. Advance” is named in the Purchase Agreement and Stipulation and therefore “FunderzGroup” is not a party to the contract and has no standing to

bring a breach of contract cause of action (NYSCEF Doc. # 10, at 4). Defendant further argues that there are certain instances where “Mr. Advance **LLC**” is used in the Purchase Agreement, and Plaintiff has only registered the name “Mr. Advance” for conducting business (NYSCEF Doc. # 43, at 1). Plaintiff argues that “Mr. Advance” is a trade name of FunderzGroup LLC and that FunderzGroup is registered to do business under that name (NYSCEF Doc. # 38, at 9–10). Plaintiff further argues that even though there are a few erroneous references to “Mr. Advance LLC” in the initial Purchase Agreement, the parties were aware of and intended to contract with FunderzGroup LLC d/b/a Mr. Advance.

Defendant has not sufficiently demonstrated that Plaintiff lacks standing (*see* NYSCEF Docs. # 10, 43). “[I]t has long been held that ‘a corporation may be known by several names in the transaction of its business, and it may enforce and be bound by contracts entered into in an adopted name other than the regular name under which it was incorporated’” (*Civilized People, Inc. v Milk Street Cafe, Inc.*, 129 AD3d 761, 762 [2d Dept 2015], quoting *Matter of Harmon v Ivy Walk Inc.*, 48 AD3d 344, 347 [1st Dept 2008]; *see also* GBL § 130 [1] [c]; *Welsh v Perfect Renovation, Corp.*, 129 AD3d 708, 710 [2d Dept 2015]; *Tecchia v Bellati*, 203 AD3d 496, 496 [1st Dept 2022]). Moreover, contracts must be interpreted according to the parties’ intent (*Bedford-Carp Constr., Inc. v Brooklyn Union Gas Co.*, 215 AD3d 907, 908 [2d Dept 2023]). Plaintiff has submitted evidence which demonstrates that FunderzGroup and Mr. Advance are the same entity. Michael Kandkhorov testified that he is the CEO of FunderzGroup d/b/a Mr. Advance, and that FunderzGroup is registered to do business under the Mr. Advance trade name (NYSCEF Doc. # 20 ¶¶ 1, 4). He further testified, and demonstrated, that the Agreements between Plaintiff and Defendants were signed by him in his capacity as CEO of FunderzGroup (*id.* ¶ 7 n.2; NYSCEF Doc. # 29). Moreover, Plaintiff has submitted a registration showing that FunderzGroup owns the fictitious name “Mr. Advance” (NYSCEF Doc. # 23). The registration further confirms FunderzGroup’s address, which is the same address Defendant forwarded checks and wire transfers to (NYSCEF Docs. # 38, at 10; 26–27). Plaintiff, who previously worked at the now-dissolved Mr. Advance LLC, established that no reference to “Mr. Advance LLC” exists in the Stipulation and that the few references to it in the Purchase Agreement are due to a mistake in the template used to write the contract. Plaintiff shows that there are no references to the dissolved LLC in the Stipulation, which is the agreement at issue and which Defendants signed (*see* NYSCEF Doc. # 29). Finally, Plaintiff shows that Michael Kandkhorov holds himself out as CEO of FunderzGroup in email communications, which establishes that Defendants were aware of FunderzGroup’s involvement in the Agreements (NYSCEF Doc. # 30).

Accordingly, the several pieces of evidence indicate that FunderzGroup is a party to the Stipulation and thus has standing to enforce it even if it signed under the Mr. Advance trade name. The evidence is at least sufficient to meet Plaintiff's low bar of "rais[ing] a question of fact as to the issue" of whether Plaintiff has standing (*Newburgh Realty II, LLC v IPA Asset Mgmt., LLC*, 238 AD3d 887, 888–89 [2d Dept 2025], quoting *Sikh Forum, Inc. v Saluja*, 227 AD3d 1024, 1025 [2d Dept 2024]). Defendant has not provided any evidence proving otherwise.

Accordingly, it is hereby:

ORDERED that Defendant's motion to dismiss is **DENIED**.

The Foregoing Constitutes the Decision and Order of this Court.

E N T E R,

Dated: April 2, 2026



Hon. Cenceria P. Edwards, JSC, CPA