

**BR Brand Holdings LLC v Parkview Home Textiles,
Inc.**

2026 NY Slip Op 31798(U)

April 24, 2026

Supreme Court, New York County

Docket Number: Index No. 655582/2024

Judge: Lori S. Sattler

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SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

PRESENT: HON. LORI S. SATTLER PART 02M

Justice

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BR BRAND HOLDINGS LLC

Plaintiff,

- v -

PARKVIEW HOME TEXTILES, INC.,

Defendant.

-----X

INDEX NO. 655582/2024

MOTION DATE 11/06/2025

MOTION SEQ. NO. 001

DECISION + ORDER ON MOTION

The following e-filed documents, listed by NYSCEF document number (Motion 001) 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31

were read on this motion to/for SUMMARY JUDGMENT(AFTER JOINDER)

In this action alleging breach of a trademark license agreement, Plaintiff BR Brand Holdings LLC ("Plaintiff") moves for partial summary judgment in its favor. Defendant Parkview Home Textiles, Inc. ("Defendant") submits no opposition to the motion.

On September 30, 2022, Plaintiff, as the licensor, and Defendant, as the licensee, entered into a five-year license agreement ("License Agreement") for the use of the trademark "KENSIE" ("Trademark") on a specified list of products, including quilts, comforters, pillows, and curtains in the United States (NYSCEF Doc. No. 24, License Agreement, Schedule 1). In exchange for the license, Defendant was obligated to pay, inter alia, the Guaranteed Minimum Royalty for each annual period in quarterly installments, except for the first annual period which had six installments (License Agreement, Schedule 1 and ¶ 7). The total amount of the Guaranteed Minimum Royalty for the five-year term was \$450,000 (License Agreement, Schedule 1). The parties further agreed that if Defendant failed to pay the Guaranteed Minimum Royalty, Plaintiff could terminate the License Agreement on seven days' notice (License Agreement ¶ 14[a]). Upon such termination, Defendant would be obligated to immediately pay the total unpaid Guaranteed

Minimum Royalty for the entire five year term (License Agreement ¶ 15.1), and within 30 days of the termination, deliver to Plaintiff an inventory of articles bearing the Trademark (License Agreement ¶ 15.3). Defendant also agreed to pay reasonable attorneys' fees and costs incurred by Plaintiff in an action arising out of the breach of the License Agreement (License Agreement ¶ 21.1).

Defendant paid in full the Guaranteed Minimum Royalty for the first annual period (\$65,000), and the first installment of the second annual period (\$18,750), but it failed to pay the full amount of the next installment due on July 1, 2024 (NYSCEF Doc. No. 23, Gabbay's Affirmation ¶¶ 23-24). On July 23, 2024, Plaintiff sent a notice of default stating that unless the overdue Guaranteed Minimum Royalty installment was paid by July 30, 2024, the License Agreement would be terminated (NYSCEF Doc. No. 25, Default Notice; Gabbay's Affirmation ¶ 26). Following the Default Notice, Defendant paid only \$7,500 out of the \$18,750 due, and Plaintiff states that the License Agreement was terminated on July 31, 2024 (Gabbay's Affirmation ¶¶ 24, 27). Defendant did not make any further payments to Plaintiff (Gabbay's Affirmation ¶ 30).

In September 2024, Plaintiff initiated this action, interposing three claims: for breach of the contract by failure to pay the Guaranteed Minimum Royalty, for breach of contract and specific performance by failure to provide an inventory and accounting of any sales subsequent to the termination of the License Agreement, and for attorneys' fees. In its answer, Defendant asserted a defense based on the fact that another company was using the Trademark in violation of the License Agreement.

Plaintiff now moves for summary judgment on the causes of action for breach of contract by failure to pay the Guaranteed Minimum Royalty and attorneys' fees. On a motion for summary judgment, the moving party "must make a prima facie showing of entitlement to judgment as a

matter of law, tendering sufficient evidence to eliminate any material issues of fact from the case” (*Winegrad v New York Univ. Med. Center*, 64 NY2d 851, 853 [1985], citing *Zuckerman v City of New York*, 49 NY2d 557, 562 [1980]). “Failure to make such showing requires denial of the motion, regardless of the sufficiency of the opposing papers” (*Winegrad*, 64 NY2d at 853). Should the movant make its prima facie showing, the burden shifts to the opposing party, who must then produce admissible evidentiary proof to establish that material issues of fact exist (*Alvarez v Prospect Hosp.*, 68 NY2d 320, 324 [1986]). A cause of action for breach of contract requires a plaintiff to demonstrate “the existence of a contract, the plaintiff’s performance thereunder, the defendant’s breach thereof, and resulting damages” (*Harris v Seward Park Hous. Corp.*, 79 AD3d 425, 426 [1st Dept 2010], citing *Morris v 702 E. Fifth St. HDFC*, 46 AD3d 478, 479 [2007]).

Plaintiff establishes the requisite elements for its breach of contract cause of action. It is undisputed that the License Agreement was concluded by the parties, and that Defendant had the right to use the Trademark. The evidence tendered by Plaintiff also establishes that Defendant failed to pay the Guaranteed Minimum Royalty installment due on July 1, 2024 and failed to cure this deficiency before the termination of the License Agreement. Plaintiff further establishes that upon termination of the License Agreement on July 31, 2024, Defendant was obligated to pay \$358,750 pursuant to ¶15.1 of the License Agreement but failed to do so. The defense raised in the Answer is without merit, and, in the absence of opposition papers, the motion is granted as to the cause of action for breach of contract by failure to pay the Guaranteed Minimum Royalty.

As for the cause of action for attorneys’ fees, the motion is granted as in part, to the extent that the amount of the awarded attorneys’ fees shall be determined at the time of trial of this action. While Defendant agreed to pay reasonable attorneys’ fees and costs incurred by Plaintiff in an action arising out of the breach of the License Agreement (License Agreement ¶ 21.1), Plaintiff

failed to show that the demanded amount (one third of the awarded damages, based on the retainer agreement between Plaintiff and its attorneys) is reasonable in the circumstances of the case.

Accordingly, it is hereby


ORDERED that the motion is granted as to the first cause of action for breach of contract and judgment is granted in favor of Plaintiff BR Brand Holdings, LLC and against Defendant Parkview Home Textiles, Inc. in the amount of \$358,750 with statutory interest from July 31, 2024, but the entry of judgment as to this cause of action shall be held in abeyance pending the determination of the remaining causes of action; and it is further

ORDERED that the motion is partially granted as to the third cause of action for attorneys' fees to the extent that the amount of attorneys' fees awarded to Plaintiff shall be determined at the time of trial of this action; and it is further

ORDERED that the parties shall appear for a status conference on June 2, 2026 at 9.30 a.m. at 60 Centre Street, Room 212.

All other relief sought is denied. This constitutes the Decision and Order of the Court.

4/24/2026
DATE


LORI S. SATTLER, J.S.C.

CHECK ONE:	<input type="checkbox"/>	CASE DISPOSED	<input checked="" type="checkbox"/>	NON-FINAL DISPOSITION	
	<input type="checkbox"/>	GRANTED	<input type="checkbox"/>	GRANTED IN PART	<input type="checkbox"/>
APPLICATION:	<input type="checkbox"/>	SETTLE ORDER	<input type="checkbox"/>	SUBMIT ORDER	
CHECK IF APPROPRIATE:	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/>	FIDUCIARY APPOINTMENT	<input type="checkbox"/>
					REFERENCE