SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION PART 03M

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TSLA CAPITALS, S.A.P.I. DE C.V.

Plaintiff,

- v -

ATL FUNDS, LLC

Defendant.

INDEX NO.	654262/2025
MOTION DATE	07/17/2025
MOTION SEQ. NO.	001

DECISION + ORDER ON MOTION

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HON. JOEL M. COHEN:

The following e-filed documents, listed by NYSCEF document number (Motion 001) 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 19, 20, 21, 27, 28

were read on this motion for SUMMARY JUDGMENT IN LIEU OF COMPLAINT.

Plaintiff TSLA Capitals, S.A.P.I. DE C.V. ("TSLA") seeks an award of summary judgment in lieu of complaint under CPLR 3213 against Defendant ATL Funds, LLC ("ATL") in the amount of $24,171,191.66 consisting of $24,066,182.87 in unpaid principal and $105,008.79 in interest plus enforcement costs and expenses based on a partially paid promissory note executed by ATL's predecessor by conversion, Northlight Trust 1. ATL opposes the motion on the grounds that the note is not an instrument for the payment of money only and that material facts are in dispute. For the reasons set forth below, TSLA's motion is granted.

Pursuant to CPLR 3213, a plaintiff makes out a *prima facie* case for summary judgment in lieu of complaint by submitting proof of an instrument "for the payment of money only or upon any judgment," and the defendants' failure to make payment according to its terms (*see Seaman-Andwall Corp. v Wright Mach. Corp.*, 31 AD2d 136, 137 [1st Dept 1968]; *Oak Rock Fin., LLC v Rodriguez*, 148 AD3d 1036, 1039 [2d Dept 2017]).

An "instrument for the payment of money only" is one that "requires the defendant to make a certain payment or payments and nothing else" (*Seaman-Andwall Corp.*, 31 AD2d at 137; *see also Weissman v Sinorm Deli, Inc.*, 88 NY2d 437, 444 [1996]). "It is well settled that a promissory note, as an instrument for the payment of money only, is entitled to the expedited procedure detailed in CPLR 3213" (*R-H-D Const. Corp. v Miller*, 222 AD2d 802, 803 [3d Dept 1995]). "Once the plaintiff submits evidence establishing its prima facie case, the burden then shifts to the defendant to submit evidence establishing the existence of a triable issue of fact with respect to a bona fide defense" (*Griffon V. LLC v 11 East 36th, LLC*, 90 AD3d 705, 707 [2d Dept 2011]).

TSLA has established a *prima facie* case for summary judgment in lieu of complaint by demonstrating that (i) Northlight Trust 1, predecessor by conversion to ATL, executed a promissory note in favor of Banco Azteca (*see* NYSCEF 4 ["Brum Aff"] at 2; NYSCEF 6 [the "Note"]), (ii) the Note contains an unconditional promise to pay in accordance with the terms therein (*see* Note at 1), (iii) Banco Azteca assigned all rights, title, and interest in various agreements, including the Note, to TSLA (*see* Brum Aff at 10; NYSCEF 11), and (iv) ATL defaulted on the Note by failing to make payment as required (*see* Brum Aff at 13-14).

In opposition, ATL has failed to establish by admissible evidence the existence of a triable issue of fact to avoid enforcement of the Note. ATL does not deny the existence and validity of the Note and related agreements, and does not deny that it failed to make payment in accordance with their terms.

Instead, ATL contends that the Note does not qualify as an instrument for the payment of money because the events of default and the acceleration clause can only be ascertained by reference to external documents including the Credit Agreement and the Security Agreement

(*see* NYSCEF 27 [Memo Opp] at 4-6). However, the fact that a promissory note forms part of a broader loan agreement does not preclude relief under CPLR 3213 provided the defendant's obligation to make payment is established by the note itself (*see Embraer Finance Ltd v Servicios Aereos Profesionales, S.A.*, 42 AD3d 380, 381 [1st Dept 2007] [holding CPLR 3213 applicable where promissory note "incorporate[d] by reference the terms and conditions of [a] sale agreement"); *PFNGT LLC v Liquid Capital LLC*, 2025 NY Slip Op 31518(U) [Sup Ct, NY County 2025] [granting summary judgment in lieu even though the note was part of a loan agreement because "these ancillary clauses do not affect [defendant's] unconditional obligation to make payment"]). Here, the Note establishes ATL's unconditional obligation to repay the principal amount of certain loans, together with interest at a specified rate, on demand (*see* Note at 1). Accordingly, ATL's contention is unavailing.

ATL further contends that the Note is not an instrument for the payment of money only because it contains performance obligations in addition to ATL's obligation to repay (Memo Opp at 5-6). However, "the fact that a defendant guarantees both payment and performance obligations does not preclude the applicability of CPLR 3213 unless the performance obligations are a condition precedent to the plaintiff's obligation to pay" (*Truist Equipment Finance Corp. v Charles L Tebele*, 2025 WL 3757603 at *3 [Sup Ct, NY County Dec 23, 2025] [citing *Fortress Credit Corp. v Cohen*, 235 AD3d 553, 554 [1st Dept 2025]). It is undisputed that the performance obligations were not conditions precedent to payment. ATL's contention is therefore unavailing.

The Note clearly establishes the loan amount and, by reference to the related agreements, ATL's unequivocal obligation to repay. Accordingly, the Note satisfies the definition of an instrument for the payment of money only.

Lastly, ATL contends that the assignment of the Note and related agreements from Banco Azteca to TSLA removes the Note from the scope of CPLR 3213 (Memo Opp at 7). This argument is meritless. ATL cites no authority in support of its proposition, and this Court and the First Department routinely grant CPLR 3213 relief notwithstanding the assignment of the instruments or interests at issue (*see Truist*, *supra*, at *2).

Because ATL failed to raise any triable issues of fact as to liability, damages, or enforcement costs and expenses under the Note and related agreements,[1] TSLA is entitled to summary judgment in lieu of complaint. The Court has considered ATL's remaining arguments and finds them unavailing.

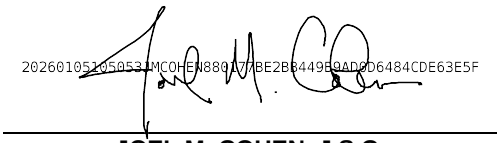
Accordingly, it is

ORDERED that TSLA's motion for summary judgment in lieu of complaint is **GRANTED**; and it is further

ORDERED that TSLA shall submit a proposed judgment including an application for enforcement costs and expenses with supporting documentation within twenty-one (21) days of the date of this Order. ATL shall have twenty-one (21) days thereafter to file any objections. TSLA shall notify the Court via letter filing on NYSCEF and by email when the application is complete and whether it is opposed or unopposed.

[1] TSLA has made an unrebutted showing that, under the express terms of the Note, it is entitled to recover enforcement costs and expenses (*see* Note at 2; Brum Aff at 5).

This constitutes the Decision and Order of the Court.



1/5/2026
DATE

JOEL M. COHEN, J.S.C.

CHECK ONE:		CASE DISPOSED			X	NON-FINAL DISPOSITION	
	X	GRANTED		DENIED		GRANTED IN PART	OTHER
APPLICATION:		SETTLE ORDER				SUBMIT ORDER	
CHECK IF APPROPRIATE:		INCLUDES TRANSFER/REASSIGN				FIDUCIARY APPOINTMENT	REFERENCE