

Global Operations Sec. Servs. Inc. v Trivino

2026 NY Slip Op 30827(U)

March 3, 2026

Supreme Court, New York County

Docket Number: Index No. 161468/2024

Judge: Matthew V. Grieco

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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. MATTHEW V. GRIECO PART 30M

Justice

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INDEX NO. 161468/2024

GLOBAL OPERATIONS SECURITY SERVICES INC. A/K/A
GLOBAL OPERATIONS A/K/A GLOBAL OPS,

MOTION DATE 09/13/2025

Plaintiff,

MOTION SEQ. NO. 001

- v -

GILMER TRIVINO, ALFONSO GUERRERO

DECISION + ORDER ON MOTION

Defendant.

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The following e-filed documents, listed by NYSCEF document number (Motion 001) 6, 7, 8, 9, 10, 11, 12, 13, 14, 15

were read on this motion to/for JUDGMENT - DEFAULT

Upon the foregoing documents, and for the reasons stated infra, plaintiff's motion for a default judgment is granted as to liability only.

On December 6, 2024, plaintiff Global Operations Security Services Inc. a/k/a Global Operations a/k/a Global Ops, commenced this action by filing a summons with notice, alleging that defendants, Gilmer Alberto Trivino and Alfonso Guadalupe Vargas Guerrero had converted \$1,463,927.71 of plaintiff's funds (NYSCEF Doc. No. 1).

On September 11, 2025, plaintiff moved for a default judgment pursuant to CPLR 3215 against both defendants (NYSCEF Doc. Nos. 6-7). To date, neither defendant has answered or appeared.

A plaintiff seeking default judgment against a non-appearing defendant must move within one year of the default (see CPLR 3215[c]), and file proof of: (1) service of the summons and complaint, or summons with notice; (2) the facts constituting the

claim; and (3) the default (*see* CPLR 3215[f]; *Bigio v Gooding*, 213 AD3d 480, 481 [1st Dept 2023]).

To establish the “facts constituting the claim,” the movant need only demonstrate “enough facts to enable a court to determine that a viable cause of action exists” (*Woodson v Mendon Leasing Corp.*, 100 NY2d 62, 71 [2003]), which can be effected by affidavit of a party or by verified complaint, if one has been properly served (*see id.* at 70; CPLR 3215[f]). The “standard of proof is not stringent, amounting only to some firsthand confirmation of the facts” (*Joosten v Gale*, 129 AD2d 531, 535 [1st Dept 1987]).

Where a sum certain is sought, the movant must also establish the amount due (*see* CPLR 3215[f]; *Chase Manhattan Bank (Natl. Assn.) v Evergreen Steel Corp.*, 91 AD2d 539 [1st Dept 1982]).

Here, plaintiff has established proper service on both defendants pursuant to CPLR 308(4), “nail and mail,” including an affidavit of non-military service (*see Matter of Petre v Lucia*, 205 AD3d 438 [1st Dept 2022]) (NYSCEF Doc. Nos. 2-5).

In support of the motion, plaintiff has submitted, *inter alia*, an affirmation from Amit Levi, its executive vice president and general counsel, attesting to certain facts upon personal knowledge or review of corporate books and records (NYSCEF Doc. No. 7). Plaintiff has also submitted screenshots, purportedly showing a text message exchange between Levi and defendant Guerrero, in which Guerrero admits to some form of “overpaid hours,” which he promised to pay back (NYSCEF Doc. No. 10).

Plaintiff has sufficiently established that: defendant Trivino worked for it as a bookkeeper from August 25, 2020 to December 19, 2021, and Guerrero as a security guard from February 22, 2021 to December 26, 2021; both had access to company bank accounts, payroll systems, and credits; and, working together, they forged company

checks, made unauthorized credit card charges, created fictitious expenses, manipulated payroll records, issued unauthorized payments to themselves and associates, and falsified financial records to conceal their actions, to convert company funds.

No filings by either defendant appear in NYSCEF, and plaintiff's counsel affirms that defendants have not answered or appeared in this action (NYSCEF Doc. No. 11).

Accordingly, plaintiff has met its burden under CPLR 3215(f) on liability on its conversion claim (*see Colavito v New York Organ Donor Network, Inc.*, 8 NY3d 43, 49-50 [2006] ["A conversion takes place when someone, intentionally and without authority, assumes or exercises control over personal property belonging to someone else, interfering with that person's right of possession]).

As to damages, however, Levi merely states, without elaboration, that defendants converted a total of \$1,463,927.71 in company funds (NYSCEF Doc. No. 7 at 4-5). Counsel, who lacks personal knowledge, provides slightly greater detail in breaking down that number to \$792,875.99 in unauthorized expenditures and \$671,051.72 in unauthorized wages (NYSCEF Doc. No. 11 at 2). No business records have been offered on the motion. Plaintiff has not put forth enough proof regarding the claimed amount due (*see JPMorgan Chase Bank, NA v Horsfield*, 227 AD3d 790 [2d Dept 2024]), and the matter is therefore referred to a special referee to conduct an inquest.

It is therefore


ORDERED that plaintiff's motion for default judgment is granted as to liability against both defendants; and it is further

ORDERED that the amount of damages to be assessed as against defendants is referred for determination pursuant to CPLR 3215(b) to a Special Referee, and that within 60 days from the date of this order plaintiff shall cause a copy of this order with

notice of entry, including proof of service thereof, to be filed with the Special Referee clerk (Room 119M, 646-386-3028 or spref@nycourts.gov), to arrange a date for a reference to determine pursuant to CPLR 4317(b); and it is further

ORDERED that pursuant to CPLR 3215(b) the Clerk is directed to enter judgment in favor of plaintiff, and against defendants, in accordance with the report of the Special Referee, without any further application.

This constitutes the decision and order of the Court.

3/3/2026		
DATE		MATTHEW V. GRIECO, J.S.C.
CHECK ONE:	<input checked="" type="checkbox"/> CASE DISPOSED	<input type="checkbox"/> NON-FINAL DISPOSITION
	<input type="checkbox"/> GRANTED <input type="checkbox"/> DENIED	<input checked="" type="checkbox"/> GRANTED IN PART <input type="checkbox"/> OTHER
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