

**Accounting Prinicpals, Inc. v AEFG, LLC**

2022 NY Slip Op 31324(U)

April 14, 2022

Supreme Court, New York County

Docket Number: Index No. 651652/2021

Judge: Louis L. Nock

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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. LOUIS L. NOCK **PART** **38M**

*Justice*

-----X

ACCOUNTING PRINCIPALS, INC. d/b/a PALADIN  
MARKETING RESOURCES,

Plaintiff,

**INDEX NO.** 651652/2021

**MOTION DATE** 10/28/2021

**MOTION SEQ. NO.** 001

- v -

AEFG, LLC f/k/a ARGYLE EXECUTIVE FORUM, LLC

Defendant.

**DECISION + ORDER ON  
MOTION**

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The following e-filed documents, listed by NYSCEF document number (Motion 001) 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29

were read on this motion to/for JUDGMENT - DEFAULT.

Upon the foregoing documents, it is hereby ordered that plaintiff's motion for entry of a default judgment pursuant to CPLR 3215 is granted, on default and without opposition, based upon the following memorandum decision.

**Background**

In this action for breach of contract, plaintiff Accounting Principals, Inc. ("plaintiff") seeks a default judgment against defendant AEFG, LLC ("defendant"). There is no opposition to the motion.

Pursuant to a Client Services Agreement dated March 18, 2019, plaintiff agreed to provide defendant with candidates to fill temporary and permanent positions within defendant's company, and defendant agreed to compensate plaintiff for the number of hours worked by the candidate after they are hired, based upon the candidate's annual total compensation, or, in the case of a temporary position, based on compensation agreed to by the parties (NYSCEF Doc. No. 26). Plaintiff placed nonparty Kristen Doshler with defendant, who worked for defendant

between April 14, 2019 and May 19, 2019 (NYSCEF Doc. No. 23, ¶ 7; NYSCEF Doc. No. 28). Plaintiff invoiced defendant for its fee based on Doshler's work with defendant (NYSCEF Doc. No. 27). The parties attempted to reconcile the outstanding amounts related to Doshler's work after she left defendant (NYSCEF Doc. No. 25). Pursuant to a final demand for payment dated April 29, 2020, plaintiff asserts that there is an outstanding balance of \$8,950.56 (NYSCEF Doc. No. 28).

Plaintiff commenced this action by filing a summons and complaint on March 12, 2021 (NYSCEF Doc. No. 1-2). An affidavit of service filed on April 8, 2021 attests to service via the Secretary of State on March 30, 2021 pursuant to Limited Liability Company Law § 303 (NYSCEF Doc. No. 3). An affidavit of additional mailing filed on July 21, 2021 attests to further mailing of the summons and complaint pursuant to CPLR 3215(g) to defendant's address on April 8 and April 12, 2021 (NYSCEF Doc. No. 9). To date, defendant has not answered the complaint or otherwise appeared in the action.

### **Discussion**

A plaintiff that seeks entry of a default judgment for a defendant's failure to answer must submit proof of service of the summons and complaint upon the defendant, proof of the facts constituting the claim, and proof of the defendant's default (CPLR 3215). "The standard of proof is not stringent, amounting only to some firsthand confirmation of the facts" (*Feffer v Malpeso*, 210 AD2d 60, 61 [1st Dept 1994]). "[D]efaulters are deemed to have admitted all factual allegations contained in the complaint and all reasonable inferences that flow from them" (*Woodson v Mendon Leasing Corp.*, 100 NY2d 62, 71 [2003]). Nevertheless, "CPLR 3215 does not contemplate that default judgments are to be rubber-stamped once jurisdiction and a failure to appear have been shown. Some proof of liability is also required to satisfy the court as to the

prima facie validity of the uncontested cause of action” (*Guzetti v City of New York*, 32 AD3d 234, 235 [1st Dept 2006] [internal quotations and citations omitted]).

Here, plaintiff has met its burden on the motion by submission of the verified complaint (NYSCEF Doc. No. 1), the affidavits of service and additional mailing demonstrating service of the summons and complaint (NYSCEF Doc. Nos. 3, 9), the affirmation of its counsel, Steve Taitz, Esq., attesting to defendant’s default (NYSCEF Doc. No. 17, ¶ 4), and the affidavit of Steven Rebidas, plaintiff’s Director of Credit and Client Services, attesting to the facts supporting plaintiff’s claim (NYSCEF Doc. No. 23). In his affidavit, Rebidas reaffirms the allegations of the verified complaint and attests to the amount owed. As set forth in the verified complaint and affirmed by Rebidas, plaintiff provided services to defendant in the form of a candidate for hire, who worked for defendant and thus entitled plaintiff to compensation, of which the amount of \$8,950.56 remains outstanding (NYSCEF Doc. No. 2, ¶¶ 3-7, NYSCEF Doc. No. 23, ¶¶ 7-8, NYSCEF Doc. Nos. 26-28).

Accordingly, it is hereby

ORDERED that that motion is granted; and it is further

ORDERED that the Clerk of the Court is directed to enter judgment in favor of plaintiff Accounting Principals, Inc. d/b/a Paladin Marketing Resources and against defendant AEFGL, LLC f/k/a Argyle Executive Forum, LLC in the amount of \$8,950.56, with interest at the statutory rate from May 19, 2019 as calculated by the Clerk, together with costs and disbursements as taxed by the Clerk upon submission of an appropriate bill of costs.

This constitutes the Decision and Order of the Court.



<u>4/14/2022</u> DATE		<u>LOUIS L. NOCK, J.S.C.</u>
CHECK ONE:	<input checked="" type="checkbox"/> CASE DISPOSED	<input type="checkbox"/> NON-FINAL DISPOSITION
	<input checked="" type="checkbox"/> GRANTED <input type="checkbox"/> DENIED	<input 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