

**Advantage Platform Servs. Inc. v E & G Logistics  
Servs. Inc.**

2025 NY Slip Op 31932(U)

May 20, 2025

Supreme Court, New York County

Docket Number: Index No. 655067/2023

Judge: Judy H. Kim

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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. JUDY H. KIM PART 04**

*Justice*

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ADVANTAGE PLATFORM SERVICES INC. d/b/a  
ADVANTAGE CAPITAL FUNDING,

Plaintiff,

**INDEX NO.** 655067/2023

**MOTION DATE** 01/09/2025

**MOTION SEQ. NO.** 001

- v -

E & G LOGISTICS SERVICES INC d/b/a E & G LOGISTICS  
SERVICES, NORMAN DELGADILLO,

Defendants.

**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

were read on this motion for JUDGMENT - DEFAULT.

Upon the foregoing documents, Advantage Platform Services Inc. d/b/a Advantage Capital Funding’s motion for a default judgment against E & G Logistics Services Inc d/b/a E & G Logistics Services (“E&G”) and Norman Delgadillo is granted on default and for the reasons set forth below.

**FACTUAL BACKGROUND**

Plaintiff commenced this action on October 16, 2023, asserting claims for breach of contract (NYSCEF Doc No. 1, complaint). The complaint alleges, specifically, that plaintiff entered into an agreement with E&G, dated March 15, 2022, for the purchase and sale of E & G’s future receivables (the “Purchase Agreement”) (NYSCEF Doc No 3, purchase agreement). Pursuant to this agreement, plaintiff paid E&G \$125,000.00 for \$181,250.00 of E&G’s future receivables (*id.* at 5). Delgadillo, the owner of E&G, signed a Personal Guaranty Agreement (the “Guaranty”) guaranteeing E&G’s obligations under the Purchase Agreement (NYSCEF Doc No.

4, guaranty). Plaintiff alleges that on May 2, 2022, E&G defaulted on the Purchase Agreement by failing to “deliver the Future Receipts” to plaintiff and that neither E&G nor Delgadillo have cured this default (*id.* at 7). Plaintiff asserts that defendants are jointly and severally liable, under the Purchase Agreement and Guaranty, for \$144,999.98, plus attorneys’ fees and costs and expenses of this proceeding.

Plaintiff now moves for a default judgment against defendants seeking an order directing judgment against defendants in the amount of \$144,999.98, plus interest, costs and expenses and attorneys’ fees.

### DISCUSSION

In order to establish its entitlement to a default judgment pursuant to CPLR 3215, movant must submit proof of: (1) service of the summons and complaint; (2) the facts constituting the claim; and (3) defendants’ default in answering or appearing (*see Gordon Law Firm, P.C. v Premier DNA Corp.*, 205 AD3d 416, 416 [1st Dept 2022]). “CPLR 3215 does not contemplate that default judgments are to be rubberstamped once jurisdiction and a failure to appear has 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” (*Feffer v Malpeso*, 210 AD2d 60, [1st Dept 1994]). “The standard of proof is not stringent, amounting only to some firsthand confirmation of the facts” (*id.*)

Plaintiff has established that it served the summons and complaint on E&G on November 7, 2023 (NYSCEF Doc No. 7) and on Delgadillo, via certified mail, on January 23, 2024<sup>1</sup> (NYSCEF Doc Nos. 8 and 9) as contemplated by the Purchase Agreement and Personal Guaranty (*see* NYSCEF Doc Nos. 3 [Purchase Agreement at ¶31], 4 [Guaranty at ¶6]). Lastly, plaintiff submits two non-military affirmations for Delgadillo (NYSCEF Doc Nos. 14, 26).

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<sup>1</sup> Plaintiff served E&G again on January 23, 2024, via certified mail (NYSCEF Doc No. 15)

Plaintiff has also provided proof of the facts underlying its claim through its submission of the Purchase Agreement and Guaranty and an affidavit of facts from plaintiff's Chief Financial Officer, Aaron Greenblott, attesting to defendants' breach and the amount outstanding (NYSCEF Doc No. 2). Finally, plaintiff has established defendants' default through the affirmation of its counsel (*see* NYSCEF Doc No. 17, Missick affirm. at ¶18). Accordingly, plaintiff's motion is granted (*see RDM Capital Funding, LLC v Abecus Inc.*, 2022 NY Misc LEXIS 39654, 2022 WL 1027604 [Sup Ct, NY County, 2022]).

In light of the foregoing, it is

**ORDERED** that plaintiff's motion for a default judgment is granted without opposition as to plaintiff's first and second causes of action; and it is further

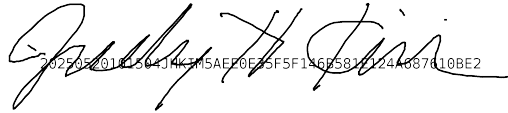
**ORDERED** that the Clerk of the Court shall enter judgment in favor of plaintiff as against E & G Logistics Services Inc d/b/a E & G Logistics Services and Norman Delgadillo, jointly and severally, in the amount of \$144,999.98 together with interest at the statutory rate from October 16, 2023, as computed by the Clerk of the Court, together with costs and disbursements as taxed by the Clerk of the Court upon the submission of an appropriate bill of costs; and it is further

**ORDERED** that plaintiff shall, within twenty from the date of this decision and order, serve a copy of this order, with notice of entry, upon defendants as well as the Clerk of the Court; and it is further

**ORDERED** that such service upon the Clerk of the Court and the Clerk of the General Clerk's Office shall be made in accordance with the procedures set forth in the *Protocol on*

*Courthouse and County Clerk Procedures for Electronically Filed Cases* (accessible at the “E-Filing” page on the court’s website); and it is further

This constitutes the decision and order of the Court.



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5/20/2025

DATE

HON. JUDY H. KIM, J.S.C.

CHECK ONE:

CASE DISPOSED

NON-FINAL DISPOSITION

GRANTED

DENIED

GRANTED IN PART

OTHER

APPLICATION:

SETTLE ORDER

SUBMIT ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

FIDUCIARY APPOINTMENT

REFERENCE