

**De Lage Landen Fin. Servs., Inc. v Lagniappe Pharm.,
L.L.C.**

2025 NY Slip Op 32555(U)

July 11, 2025

Supreme Court, New York County

Docket Number: Index No. 651710/2024

Judge: Nicholas W. Moyne

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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. NICHOLAS W. MOYNE PART 41M

Justice

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DE LAGE LANDEN FINANCIAL SERVICES, INC.

Plaintiff,

- v -

LAGNIAPPE PHARMACY, L.L.C.,

Defendant.

-----X

INDEX NO. 651710/2024

MOTION DATE 12/09/2024

MOTION SEQ. NO. 001

**DECISION + ORDER ON
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 001) 11, 12, 13, 14, 15, 16, 17, 18, 19

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

Upon the foregoing documents, it is

Plaintiff, De Lage Landen Financial Services, Inc. (“De Lage”), commenced the underlying action against defendant, Lagniappe Pharmacy, L.L.C. (“Lagniappe”), to recover amounts allegedly owed due to defendant’s default on the obligations set forth in a Financial Lease¹ for equipment and/or software, and alleging claims for breach of contract based on a breach of this lease agreement. De Lage now moves for an order, pursuant to CPLR § 3215, granting a default judgment in favor of plaintiff and against the defendant in the amount of \$65,950.53, the outstanding amount due under the agreement.² The motion is unopposed and for the reasons set forth below, is granted.

Based on the facts as alleged in the plaintiff’s papers, non-party Cisco Systems Capital Corporation (“Cisco”), as lessor, and Lagniappe, as lessee, apparently executed a commercial

¹ The Lease Agreement includes the language that the lessee “agree[s] the Lease is a Finance Lease as defined in Article 2A of the Uniform Commercial Code” (NYSCEF Doc. No. 16 ¶ 9).

² Plaintiff has waived the portion of its first cause of action seeking attorneys’ fees and late charges (NYSCEF Doc. No. 13 ¶ 18).

equipment lease agreement, dated December 7, 2022, in which Cisco leased “Network Equipment and Licensing” software/services to defendant for a term period of 36 months (NYSCEF Doc. No. 16). According to the “Acknowledgment of Assignment”, on or around February 3rd, 2023, with respect to the above-lease agreement, Cisco, as Assignor, assigned to De Lage “all of Assignor’s rights, interest, title, power, privileges and remedies,” in and with respect to the agreement except for retained interest (NYSCEF Doc. No. 17). Under the terms of the lease agreement, payment was to be made in equal monthly installments at a rate of \$1,724.18, plus applicable taxes of \$142.83 per month, with the first payment to be made on March 16, 2023. Plaintiff contends that the defendant failed to make any of the payments as required by the agreement. On or around April 3, 2024, plaintiff commenced this action by filing a copy of the summons and complaint.

Plaintiff has shown proper service of the summons and complaint which is required for the court to maintain jurisdiction and/or award a default judgment. On April 9, 2024, plaintiff, pursuant to CPLR § 311-a, served the summons and complaint on the defendant in Louisiana, delivering and leaving the papers with an individual listed on the Louisiana Secretary of State website as the registered agent for defendant (NYSCEF Doc. No. 2). The plaintiff is a Michigan corporation authorized to do business in New York, and which maintains offices in Pennsylvania; defendant is a limited liability company incorporated and maintaining a place of business in the state of Louisiana. CPLR § 313 governs out-of-state service and provides that a nonresident defendant may be served in the same manner as service within the state, and such service is proper if New York courts have personal jurisdiction over the defendant under CPLR §§ 301 or 302 (*Am. Exp. Travel Related Services Co., Inc. v Synergy Healthcare Services, L.L.C.* [Sup Ct, NY County 2023]). While there seems to be a lack of allegations that would serve as an

independent basis for conferring personal jurisdiction under either CPLR § 301 and/or CPLR § 302 (long-arm) statutes, the terms and conditions of the agreement includes a that the lessee “consent[s] to jurisdiction, personal or otherwise, in any state or federal court in New York” (NYSCEF Doc. No. 16 ¶ 9). New York recognizes consent as a basis for personal jurisdiction under CPLR § 301 (*U.S. Immigration Fund LLC v Litowitz*, 182 AD3d 505, 506 [1st Dept 2020]), see also *Techo-TM, LLC v Fireaway, Inc.*, 123 AD3d 610 [1st Dept 2014]).

The applicable time period in which defendant ought to have answered or otherwise appeared has passed, and the defendant has failed to do so. On December 9, 2024, within the statutory one-year period following the defendant’s default in responding to the complaint, De Lage filed its application seeking entry of a default judgment (*see* CPLR § 3215 [a]). In compliance with the requirements of CPLR § 3215 (g), an additional mailing notice was made on defendant (NYSCEF Doc. No. 18).

Additionally, as required by CPLR § 3215 (f), plaintiff has provided proof of service of the summons and complaint, the facts supporting each of its claim, the default, and the amount due, through the affidavit of facts of a party with personal knowledge, Litigation Specialist Pamela Kahler, affirmation of plaintiff’s counsel, and supporting exhibits (NYSCEF Doc. No. 12-17; *see Bigio v Gooding*, 213 AD3d 480, 481 [1st Dept 2023] [“To demonstrate facts constituting the claim, the movant need only proffer proof sufficient to enable a court to determine that a viable cause of action exists”]). As plaintiff has demonstrated compliance with the statutory requirements of CPLR § 3215 *et. seq.*, the motion for entry of a default judgment is granted.

Accordingly, it is hereby

ORDERED that the motion by plaintiff, De Lage Landen Financial Services, Inc., is GRANTED; and it is further

ORDERED and ADJUDGED that the plaintiff is to serve a copy of this order with notice of entry upon the Office of the County Clerk, who is directed to enter judgment in favor of plaintiff, De Lage Landen Financial Services, Inc., and against defendant, Lagniappe Pharmacy, L.L.C., in the amount of \$65,950.53, plus interest at the statutory rate as calculated by Clerk of the Court, and costs and disbursements, as taxed by the Clerk of the Court upon the submission of proper proof thereof; and it is further

ORDERED that plaintiff shall submit judgment directly to the Clerk of the Court, not chambers or the Part, unless otherwise directed by the Clerk of the Court; and it is further

ORDERED that any such service upon the Clerk of the Court 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 “efiling” page on this court's website).

This constitutes the decision and order of the court.


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7/11/2025
DATE

NICHOLAS W. MOYNE, J.S.C.

CHECK ONE:

<input checked="" type="checkbox"/>	CASE DISPOSED		
<input checked="" type="checkbox"/>	GRANTED	<input type="checkbox"/>	DENIED
<input type="checkbox"/>	SETTLE ORDER		
CHECK IF APPROPRIATE:	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN	

<input type="checkbox"/>	NON-FINAL DISPOSITION		
<input type="checkbox"/>	GRANTED IN PART	<input type="checkbox"/>	OTHER
<input type="checkbox"/>	SUBMIT ORDER		
<input type="checkbox"/>	FIDUCIARY APPOINTMENT	<input type="checkbox"/>	REFERENCE