

**Ambition Solutions Inc. v Strategic Consulting LLC**

2025 NY Slip Op 33213(U)

August 27, 2025

Supreme Court, New York County

Docket Number: Index No. 650079/2025

Judge: Judy H. Kim

Cases posted with a "30000" identifier, i.e., 2013 NY Slip Op 30001(U), are republished from various New York State and local government sources, including the New York State Unified Court System's eCourts Service.

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*

-----X

AMBITION SOLUTIONS INC.,  
  
Plaintiff,

- v -

STRATEGIC CONSULTING LLC d/b/a STRATEGIC  
FINANCIAL SOLUTIONS,  
  
Defendant.

-----X

INDEX NO. 650079/2025  
MOTION DATE 04/02/2025  
MOTION SEQ. NO. 001

**DECISION + ORDER ON  
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 001) 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17

were read on this motion for JUDGMENT - DEFAULT.

Upon the foregoing documents, plaintiff Ambition Solutions, Inc.’s motion for a default judgment against defendant Strategic Consulting LLC d/b/a Strategic Financial Solutions is granted as to the first cause of action, for breach of contract, and is otherwise denied.

The complaint alleges that, pursuant to a written agreement dated December 21, 2023 (the Contract), plaintiff agreed to furnish “Subscription as a Service” (“SAAS”) software licenses to defendant and in fact provided those licenses to defendant from December 31, 2023 through December 31, 2024, but defendant has not paid plaintiff for its services (NY St Cts Elec Filing [NYSCEF] Doc No. 12, Burrows affirmation, exhibit A, ¶¶4-5, 7-8, 11),

Plaintiff commenced this action on January 7, 2025, by filing a summons and complaint asserting three causes of action for breach of contract, quantum meruit and an account stated. Plaintiff now moves, pursuant to CPLR 3215, for a default judgment against defendant for its failure to timely answer or otherwise appear in this action. The motion is not opposed.

## DISCUSSION

A motion for a default judgment must be supported with “proof of service of the summons and the complaint[,] ... proof of the facts constituting the claim, the default and the amount due” (CPLR 3215[f]). The plaintiff must offer “some proof of liability ... to satisfy the court as to the prima facie validity of the uncontested cause of action” (*Feffer v Malpeso*, 210 AD2d 60, 61 [1st Dept 1994]). “The standard of proof is not stringent, amounting only to some firsthand confirmation of the facts” (*id.*). A party in default “admits all traversable allegations in the complaint, including the basic allegation of liability, but does not admit the plaintiff’s conclusion as to damages” (*Rokina Opt. Co. v Camera King*, 63 NY2d 728, 730 [1984]).

Plaintiff has satisfied these requirements. An affirmation dated February 11, 2025 establishes that plaintiff personally served defendant with process pursuant to CPLR 311-a by delivering the summons, verified complaint and notice of electronic filing to “Ashley Frias, Authorized Agent” for defendant that same date (NYSCEF Doc No. 11, Burrows affirmation, exhibit C). Notably, plaintiff’s process server affirmed that “[t]he undersigned asked the recipient if he/she is authorized to accept service on behalf of [defendant] and received an affirmative reply (*id.*). Plaintiff thus has furnished proper proof of service upon defendant (*see Wilmington Trust, N.A. v Pape*, 169 AD3d 1100, 1100 [2d Dept 2019]). Plaintiff has also established that defendant’s time to respond to the complaint or appear in this action has expired (*see* CPLR 320).

Plaintiff has furnished sufficient proof of the facts constituting the first cause of action, for breach of contract, through its submission of the Contract and the affidavit of its Chief Operating Officer. The Terms and Conditions of the Contract state that Tennessee law controls (NYSCEF Doc No. 9, Brian Trautschold [Trautschold] aff, exhibit A at 5 [¶ 9]) and under Tennessee law, “[t]he essential elements of any breach of contract claim include (1) the existence of an enforceable

contract, (2) nonperformance amounting to a breach of the contract, and (3) damages caused by the breach of the contract” (*ARC LifeMed, Inc. v AMC-Tennessee, Inc.*, 183 SW3d 1, 26 [Tenn Ct App 2005], *appeal denied* 2005 Tenn LEXIS 1186 [Tenn, Dec. 19, 2005] [internal quotation marks and citation omitted]).

Trautschold, plaintiff’s Chief Operating Officer, avers that plaintiff and defendant entered into the Contract whereby plaintiff furnished 480 SAAS licenses to defendant between December 31, 2023 through December 31, 2024, and billed defendant the agreed-upon price of \$213,580.08 for its services (NYSCEF Doc No. 7, Trautschold aff at ¶¶ 2-4, 8 and 10; NYSCEF Doc No. 10, Trautschold aff, exhibit B). Trautschold further avers that defendant has not paid for the services it received (NYSCEF Doc No. Trautschold aff at ¶7). The foregoing is sufficient to establish the prima facie validity of its breach of contract cause of action (*see Farm Credit Leasing Services Corp. v Daniels*, 2022 WL 16953311, \*7-8, 2022 Tenn App LEXIS 437, \*21 [Tenn Ct App, Nov. 16, 2022, No. W2020-01576-COA-R3-CV]; *Performance Food Group of Ga., Inc. v HealthLink, LLC*, 2010 WL 4065608, \*3, 2010 Tenn App LEXIS 650, \*7-8 [Tenn Ct App, Oct. 18, 2010, No. E2009-01532-COA-R3-CV]). Plaintiff is also entitled to prejudgment interest (*see CPLR 5001(b)*) from January 7, 2025.

In light of the foregoing, the court need not address the second and third causes of action for unjust enrichment and account stated, as they are duplicative of the breach of contract claim and seeks the same damages (*see Dubinsky v Levine*, 200 AD3d 574, 574 [1st Dept 2021] [unjust enrichment claim duplicative of breach of contract claim]; *Vanpoy Corp., S.R.L. v Soleil Chartered Bank*, 204 AD3d 486, 487-488 [1st Dept 2022] [account stated claim duplicative of breach of contract claim]), although the court notes, as to the account stated claim, that “[p]laintiff provided no evidence that it properly addressed and mailed account invoices” to defendant (*Hess*

938 St. Nicholas Judgment LLC v 936-938 Cliffcrest Hous. Dev. Fund Corp., 206 AD3d 514, 514 [1st Dept 2022]).

Finally, while the complaint seeks an award of plaintiff's reasonable attorney's fees, to which it is entitled under the Contract (NYSCEF Doc No. 12, ¶ 9; NYSCEF Doc No. 9 at 5 [¶ 9]), plaintiff has not requested such relief on this motion nor furnished any proof of the reasonable attorneys' fees incurred in this action (*see Latona v Latona*, 210 AD2d 899, 899 [4th Dept 1994] [“[a]ttorney's fees should not be awarded without conducting a hearing or requiring proof by affidavit substantiating the attorney's fees requested”).

Accordingly, it is

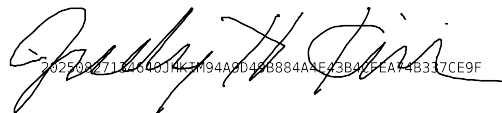
**ORDERED** that the motion of plaintiff Ambition Solutions, Inc. for a default judgment against defendant Strategic Consulting LLC d/b/a Strategic Financial Solutions is granted, without opposition, on plaintiff's first cause of action for breach of contract, and the balance of the motion otherwise denied; and it is further

**ORDERED** that the Clerk of the Court is directed to enter judgment in favor of plaintiff Ambition Solutions, Inc. in the amount of \$213,580.08, with prejudgment interest at the statutory rate from January 7, 2025 until the date of entry of this judgment and at the statutory rate thereafter, together with costs and disbursements as taxed by the Clerk upon the submission of an appropriate bill of costs; and it is further

**ORDERED** that plaintiff shall, within ten days of the date of this decision and order, serve a copy of same, with notice of entry, upon defendant as well as the Clerk of the Court, who is directed to enter judgment accordingly; and it is further

**ORDERED** that 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.



0025082718264014CFM94A0D48884A8E43B47EAF4B337CE9F

8/27/2025

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