

Omnex Group, Inc. v Salif Elec. Inc.

2025 NY Slip Op 33298(U)

August 22, 2025

Supreme Court, New York County

Docket Number: Index No. 650831/2024

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

-----X

OMNEX GROUP, INC.,

Plaintiff,

- v -

SALIF ELECTRONIC INC., SALIF G. BAKANA

Defendant.

-----X

INDEX NO. 650831/2024

MOTION DATE 12/13/2024

MOTION SEQ. NO. 001

**DECISION + ORDER ON
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 001) 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20

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

Upon the foregoing documents, without opposition, it is

Plaintiff, OMNEX GROUP, INC., commenced the underlying action against Defendants, SALIF ELECTRONIC INC., and SALIF G. BAKANA, to recover amounts owed pursuant to Defendants alleged breach of fiduciary duties and/or breach of contract involving an agreement executed between the parties. Plaintiff now moves for an order, pursuant to CPLR § 3215, granting and directing entry of a default judgment against the non-appearing Defendants, jointly and severally, in the amount of \$80,383.50, plus interest.

Plaintiff seeks to recover damages resulting from Defendants’ default and/or breach of the Omnex Master Trust Agreement, executed by the parties (NYSCEF Doc. No. 2). Defendant, SALIF ELECTRONIC INC., as trustee, entered into the Master Trust Agreement for the provision of money transfer services and/or as an agent of OMNEX GROUP, INC., to provide such services. Defendant, SALIF G. BAKANA, owner of SALIF ELECTRONIC INC., signed as guarantor for the Agreement, personally guaranteeing the performance and obligations of SALIF ELECTRONIC INC. under said Agreement. Defendants then failed to make the required

deposits, transfers, and/or payments to OMNEX GROUP, INC. as required under the terms of the Master Trust Agreement. Subsequently, SALIF G. BAKANA, as debtor, signed an Affidavit of Confession of Judgment and acknowledging the breach and principal amount owed under the Agreement. Additionally, SALIF G. BAKANA, as guarantor and on behalf of SALIF ELECTRONIC INC., executed a Promissory Note for repayment of the owed amount of \$118,062.58. Plaintiff contends that Defendants failed to make the full payments pursuant to the Promissory Note and an accompanying payment plan, which resulted in an owed amount of \$80,384.02. As of January 30, 2024, Plaintiffs contend Defendants owe OMNEX a total of \$80,383.50 under the Master Trust Agreement.

On or around February 20, 2024, Plaintiff filed the summons and complaint for this action. On March 19, 2024, Plaintiff, in accordance with the methods of service proscribed by CPLR §§ 308(1) and 311(a)(1), served the Defendants with the summons and complaint for this action. The applicable time-period in which Defendants ought to have answered or otherwise appeared has passed and the Defendants have failed to do so. On December 12, 2024, within the statutory one-year period following the Defendants' default in responding to the complaint, OMNEX filed its application seeking entry of a default judgment (*see* CPLR § 3215 [a]).

Plaintiff seeks an order granting a default judgment against the Defendants on the causes of action in the complaint and in the amount of \$80,383.50, plus applicable interest. A party demonstrates entitlement to default judgment by submitting proof of service of the summons and complaint, the facts constituting its claim, the default in answering or appearing, and the amount due (CPLR § 3215[f]; *Gantt v North Shore-LIJ Health Sys.*, 140 AD3d 418 [1st Dept 2016]). Here, Plaintiff has demonstrated entitlement to entry of a default judgment.

Plaintiff has filed proof in the form of affidavits of service, showing that each non-answering Defendant was properly served with the summons and verified complaint (NYSCEF Doc. No. 13). Plaintiff has also provided proof of additional notice (NYSCEF Doc. Nos. 18-19), as required by CPLR § 3215 (g), and has provided an affidavit of non-military service for the individual Defendant (NYSCEF Doc. No. 17). Plaintiff also attaches a copy of the signed Master Trust Agreement (NYSCEF Doc. No. 14), which sufficiently demonstrates the facts constituting Plaintiff's claims. Also contained in the initial filing are a copy of the Affidavit of Confession of Judgment (NYSCEF Doc. No. 3), a copy of the Promissory Note (NYSCEF Doc. No. 4), a copy of Defendants' payment plan (NYSCEF Doc. No. 5), and a copy of Defendants' Accounting Statement (NYSCEF Doc. No. 6). Therefore, the Court finds that Plaintiff has demonstrated their entitlement to default judgment as against the Defendants.

Accordingly, it is hereby

ORDERED that the Plaintiff's motion for a default judgment is **GRANTED**; and it is further

ORDERED and ADJUDGED that the Plaintiff is directed 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, OMNEX GROUP, INC., and against the Defendants, SALIF ELECTRONIC INC. and SALIF G. BAKANA, jointly and severally, in the principal amount of \$80,383.50, plus interest at the statutory rate, together with 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.



8/22/2025
DATE

NICHOLAS W. MOYNE, J.S.C.

CHECK ONE:

CASE DISPOSED
GRANTED DENIED
SETTLE ORDER
INCLUDES TRANSFER/REASSIGN

NON-FINAL DISPOSITION
GRANTED IN PART OTHER
SUBMIT ORDER
FIDUCIARY APPOINTMENT REFERENCE

APPLICATION:

CHECK IF APPROPRIATE: