

Super PC Sys. Inc. v El Rancho Mexican Grill LLC.

2025 NY Slip Op 33328(U)

August 6, 2025

Supreme Court, New York County

Docket Number: Index No. 157066/2024

Judge: James G. Clynes

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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. JAMES G. CLYNES PART 39M

Justice

-----X

SUPER PC SYSTEMS INC.

Plaintiff,

- v -

EL RANCHO MEXICAN GRILL LLC. AND ALEXANDER F.
MEJIA-MORALE

Defendant.

-----X

INDEX NO. 157066/2024

MOTION DATE 01/29/2025

MOTION SEQ. NO. 001

**DECISION + ORDER ON
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 001) 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15

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

In this action for breach of contract and breach of a guaranty, plaintiff Super PC Systems Inc. (Super PC) moves, pursuant to CPLR 3215, for entry of a default judgment against defendants El Rancho Mexican Grill LLC (El Rancho) and Alexander F. Mejia-Morales (Mejia-Morales) (together, the Defendants). Defendants have submitted no opposition.

Plaintiff as "Seller" and El Rancho, as "Customer" entered into an Agreement for the Installation of Point of Sale System and rendering of Services dated June 17, 2022 (the Agreement) under which plaintiff agreed to install a point-of-sale (POS) system at El Rancho's restaurant and to process payment transactions on El Rancho's behalf (NY St Cts Elec Filing [NYSCEF] Doc No. 8, Canals affirmation, exhibit A at 1). El Rancho agreed to remit payment to plaintiff in the form of 48 monthly payments of \$404.70, reduced to \$91.00 per month contingent on the buyer processing at a 4% flat rate and a volume of \$15,000 per POS terminal (id. at §§ 1.4, 4.1, exhibit A). The Agreement includes the address of El Rancho's main place of business in the State of New Jersey (El Rancho's Place of Business).

The Agreement further indicates that should the "Customer" default, they are subject to an Early Termination Fee in the amount of the total monthly fees multiplied by the number of months remaining until the natural expiration of the then current term, 10% of the total remaining monthly

installments, and 1% of the processing volume of the highest of the last 6 months for transactions processed multiplied by the number of remaining payments (id. at §§ 6.2, 6.3, 6.4 exhibit A).

The Agreement indicates that any claims arising from the Agreement are subject to the “exclusive jurisdiction of New York State or Federal court sitting in the County of New York, New York City (id. at § 16.2).

The Agreement includes an Individual Personal Guarantee (the Guaranty) (id. at § 19) whereby “in consideration of my request to Seller to receive goods and services according to this Contract for my company as Customer” Mejia-Morales “personally guarantee[s] to Seller to timely pay the full amount of the Contract according to the schedule established in this the Contract” and “agree[s] to bind myself to immediately pay to Seller any amount which may be due to Seller by Customer whenever Customer fails to pay the same” (id. at § 19). Mejia-Morales executed the Guaranty in his personal capacity on June 17, 2022, and the Guaranty includes Mejia-Morales’ individual address in the State of New Jersey (Mejia-Morales’ Personal Address) (id. at 7).

El Rancho defaulted on the Agreement, and plaintiff commenced this action pleading three causes of action for: (1) breach of the Agreement against Mejia-Morales, (2) breach of the Guaranty against Mejia-Morales, and (3) against both defendants based upon an account stated (NYSCEF Doc No. 11, Canals affirmation, exhibit D). Plaintiff now moves for a default judgment against the Defendants for failure to answer or appear in this action.

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]; *see also Gordon Law Firm, P.C. v Premier DNA Corp.*, 205 AD3d 416, 416 [1st Dept 2022]). The plaintiff must also 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]).

An affidavit dated September 8, 2024 shows that plaintiff effected service upon El Rancho pursuant to CPLR 310-a and 308 (2) by personal service of a copy of the summons, complaint, and notice of mandatory e-filing upon an individual identified as a manager at El Rancho’s Place of Business.

An affidavit dated September 8, 2024 shows that plaintiff effected service upon Mejia-Morales pursuant to CPLR §§ 308 (4) and 313 on September 7, 2024 by affixing to the door of Mejia-Morales' Personal Address and mailing to said address the summons, complaint, and notice of mandatory e-filing (Canals affirmation, exhibit D). Service was effected pursuant to CPLR 308 (4) after three prior attempts at personal service at Mejia-Morales' Personal Address.

An affirmation dated January 28, 2025 shows that plaintiff provided additional notice of default to El Rancho as required by CPLR 3215 (g) (4) (i) (NYSCEF Doc No. 12, Canals affirmation, exhibit E).

A second affirmation dated January 28, 2025 shows that plaintiff provided additional notice of default to Mejia-Morales as required by CPLR 3215 (g) (3) (i) (NYSCEF Doc No. 12, Canals affirmation, exhibit E).

Plaintiff further submits an affirmation of nonmilitary service indicating that Mejia-Morales is not in any branch of the United States military (NYSCEF Doc No. 7, Attorney's Affirmation of Non-Military Service).

As such, Plaintiff has demonstrated that Defendants failed to answer or otherwise appear in this action within the time prescribed in CPLR 320 (a).

In addition, plaintiff has furnished proof of the facts constituting the claim. Plaintiff submits an affidavit by Erubey Garcia, a manager of Super PC (NYSCEF Doc No. 6, Garcia Affidavit). Garcia attests that El Rancho entered into the Agreement with Super PC and that Mejia-Morales entered into the Guaranty in his personal capacity (id. at ¶¶ 8, 9). Garcia further states that plaintiff fully performed all services as required under the Agreement and that El Rancho defaulted on the required monthly payments (id. at ¶¶ 11, 14).

Garcia states that as a result of El Rancho's default, it was assessed with a total cancellation fee pursuant to the Agreement of \$41,425.44 broken down as follows:

- the 42 installments fee of \$404.70 per month remaining in the then current term (\$16,997.40),
- the 10% early termination fee (\$1,699.74), and
- the processing fee in the amount of 1% of \$54,114.78 times the number of months remaining in the then current term (\$22,728.30)

(id. at ¶ 14)

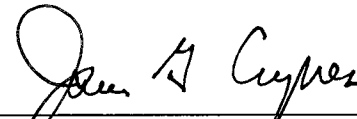
Plaintiff further submits a copy of the Agreement including the Guaranty, a transaction record (NYSCEF Doc No. 9, Canals affirmation, exhibit B), and a final statement of El Rancho’s account dated June 26, 2023 (NYSCEF Doc No. 10, Canals affirmation, exhibit C).

Accordingly, it is

ORDERED that the motion of plaintiff Super PC Systems Inc. for a default judgment against defendants El Rancho Mexican Grill LLC and Alexander F. Mejia-Morales is granted, without opposition

ORDERED that the Clerk of the Court is directed to enter judgment in favor of plaintiff and against defendants El Rancho Mexican Grill LLC and Alexander F. Mejia-Morales in the sum of \$41,425.44, with interest at the statutory rate from June 23, 2023, until the date of entry of judgment, and at the statutory rate thereafter, as calculated by the Clerk, together with costs and disbursements as taxed by the Clerk upon submission of an appropriate bill of costs.

8/6/2025
DATE


JAMES G. CLYNES, J.S.C.

CHECK ONE:

CASE DISPOSED
GRANTED
SETTLE ORDER
INCLUDES TRANSFER/REASSIGN

DENIED

NON-FINAL DISPOSITION
GRANTED IN PART
SUBMIT ORDER
FIDUCIARY APPOINTMENT

OTHER

REFERENCE

APPLICATION:

CHECK IF APPROPRIATE: