

**Kleinberg, Kaplan, Wolff & Cohen, P.C. v Sho Prods.,
LLC**

2025 NY Slip Op 33856(U)

October 7, 2025

Supreme Court, New York County

Docket Number: Index No. 656461/2023

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

-----X

KLEINBERG, KAPLAN, WOLFF & COHEN, P.C.,

Plaintiff,

- v -

SHO PRODUCTS, LLC,

Defendant.

-----X

INDEX NO. 656461/2023

MOTION DATE 02/14/2025

MOTION SEQ. NO. 001

**DECISION + ORDER ON
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 001) 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22

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

Upon the foregoing documents, plaintiff’s motion for default judgment is granted, on default and for the reasons set forth below.

Plaintiff Kleinberg, Kaplan, Wolff & Cohen, P.C. (“KKWC”) commenced this action on December 22, 2023, by filing a summons and complaint asserting causes of action for breach of contract, account stated, and quantum meruit against defendant Sho Products, LLC (“SHO”). SHO has not answered the complaint. The complaint alleges that, pursuant to an engagement agreement dated September 18, 2017, by and between the parties, Sho accrued more than \$112,000.00 for legal services rendered by KKWC. KKWC alleges invoices were generated and sent to SHO but no payments were remitted. In addition, the agreement contemplates “a late fee from the due date at the rate of 1% per month” for any unpaid invoices (NYSCEF Doc. No. 15).

KKWC now moves, pursuant to CPLR 3215, for a default judgment against Sho on its’ claims for breach of contract and account stated. The motion is unopposed.

DISCUSSION

To establish its entitlement to a default judgment pursuant to CPLR 3215, plaintiff is required to submit proof of: (1) service of the summons and complaint; (2) the facts constituting the claim; and (3) defendant's default in answering or appearing (*see Gordon Law Firm, P.C. v Premier DNA Corp.*, 165 NYS3d 691 [1st Dept 2022]).

KKWC has satisfied these requirements by submitting an affidavit of service attesting to service of the summons and complaint pursuant to CPLR 311 (NYSCEF Doc No. 9) and the follow-up mailing required under CPLR 3215(g)(4) on April 22, 2024 (NYCEF Doc No. 5, Rosen affirmation ¶4). KKWC has also provided proof of facts constituting the claim through the affirmation of Marc R. Rosen, Esq., the engagement agreement, and seven billing invoices totaling \$112,846.15 (NYSCEF Doc Nos. 15-17). Finally, the record reflects that Sho has not answered or otherwise appeared in this action. Accordingly, KKWC is entitled to a default judgment in its favor on its claims for breach of contract and account stated against SHO (*see Gray v Doyle*, 170 AD3d 969, 971 [2d Dept 2019]).

In light of the foregoing, it is

ORDERED that plaintiff's motion for default judgment is granted; and it is further

ORDERED that plaintiff Kleinberg, Kaplan, Wolff & Cohen, P.C. shall recover against defendant Sho Products, LLC as follows:

- (a) \$7,074.50 plus pre-judgment interest at the contracted rate of 1% per month from November 1, 2018, until the date of this decision, and thereafter at the statutory rate, as calculated by the Clerk of the Court;
- (b) \$29,272.50 plus pre-judgment interest at the contracted rate of 1% per month from January 31, 2019, until the date of this decision, and thereafter at the statutory rate, as calculated by the Clerk of the Court;

- (c) \$31,836.15 plus pre-judgment interest at the contracted rate of 1% per month from March 27, 2019, until the date of this decision, and thereafter at the statutory rate, as calculated by the Clerk of the Court;
- (d) \$35,528.00 plus pre-judgment interest at the contracted rate of 1% per month from April 23, 2019, until the date of this decision, and thereafter at the statutory rate, as calculated by the Clerk of the Court;
- (e) \$4,305.00 plus pre-judgment interest at the contracted rate of 1% per month from May 23, 2019, until the date of this decision, and thereafter at the statutory rate, as calculated by the Clerk of the Court;
- (f) \$4,200.00 plus pre-judgment interest at the contracted rate of 1% per month from June 24, 2019, until the date of this decision, and thereafter at the statutory rate, as calculated by the Clerk of the Court,
- (g) \$630.00 plus pre-judgment interest at the contracted rate of 1% per month from June 24, 2019, until the date of this decision, and thereafter at the statutory rate, as calculated by the Clerk of the Court; and it is further

ORDERED that plaintiff shall recover costs and disbursements as taxed by the Clerk of the Court; and it is further

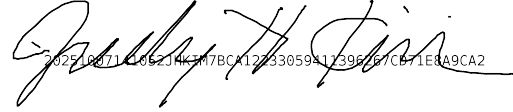
ORDERED that the Clerk of the Court shall enter judgment; accordingly, and it is further

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 upon the Clerk of the Court; 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.



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10/7/2025

DATE

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

CHECK ONE:

CASE DISPOSED
 GRANTED DENIED

NON-FINAL DISPOSITION

GRANTED IN PART OTHER

APPLICATION:

SETTLE ORDER

SUBMIT ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

FIDUCIARY APPOINTMENT

REFERENCE