

**Angelo Sensini Communication SARL v
V Fashionable, LLC**

2025 NY Slip Op 34198(U)

October 20, 2025

Supreme Court, New York County

Docket Number: Index No. 654229/2024

Judge: Emily Morales-Minerva

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. EMILY MORALES-MINERVA PART 42M

Justice

-----X

INDEX NO. 654229/2024

ANGELO SENSINI COMMUNICATION SARL,

MOTION DATE 05/05/2025

Plaintiff,

MOTION SEQ. NO. 001

- v -

V FASHIONABLE, LLC d/b/a CHRISTIAN COWAN,

**DECISION + ORDER ON
MOTION**

Defendant.

-----X

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

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

APPEARANCES:

The Borg Law Group, PC (Michael Alan Borg, Esq.) for plaintiff.

HON. EMILY MORALES-MINERVA, J.S.C.

In this action sounding in, among other things, breach of contract, plaintiff ANGELO SENSINI COMMUNICATION SARL, moves (motion sequence number 01), pursuant to CPLR § 3215, for an order granting it a default judgment against defendant V FASHIONABLE LLC, in the amount of \$16,307.72, plus interest from October 31, 2023.

For the reasons explained below, the motion (seq. no. 01) is dismissed, without prejudice.

BACKGROUND

Plaintiff ANGELO SENSINI COMMUNICATION SARL (plaintiff), a limited liability company located in Paris, France, provides public relation services to fashion designers. On September 15, 2023, plaintiff and defendant V FASHIONABLE LLC d/b/a CHRISTIAN COWAN (defendant), a New York based fashion designer, entered into a contract whereby plaintiff agreed to provide public relation services to defendant during Paris fashion week (see New York State Courts Electronic Filing System [NYSCEF] Doc. No. 01, verified complaint). Specifically, defendant planned to present its spring/summer 2024 fashion collection on September 28, 2023, in Paris, France, and plaintiff agreed to manage and coordinate said event, as well as provides services specific to securing the attendance of "press [], agents and influencers" (NYSCEF Doc. No. 14, contract, dated September 15, 2023).

Pursuant to said contract, in exchange for plaintiff's services, defendant agreed to compensate plaintiff "FIFTEEN THOUSAND EURO (EUR 15,000 plus VAT)" -- "FOUR THOUSAND FIVE HUNDRED EURO (EUR 4,500 plus VAT) as a deposit, and "TEN THOUSAND FIVE HUNDRED EURO (EUR 10,500 plus VAT)" within 30 days of the completion of defendant's presentation at Paris fashion week (NYSCEF Doc. No. 14, contract, dated September 15, 2023, ¶ 3.1, and ¶ 3.2).

Defendant presented its fashion collection, as scheduled, and, according to plaintiff, it rendered the agreed upon public relation services to defendant in accordance with the contract (see NYSCEF Doc. No. 01, verified complaint). Plaintiff alleges that it sent defendant two invoices -- one on September 21, 2023, for "EUR 4,500", and another on October 31, 2023 for "10,500 EUR" (see NYSCEF Doc. No. 15, invoices in French with no certificate of translation attached, dated September 21, 2023, and October 31, 2023). According to plaintiff, defendant failed to remit any payments to plaintiff (see NYSCEF Doc. No. 01, verified complaint).

Thereafter, plaintiff commenced the instant action against defendant sounding in breach of contract, account stated, and unjust enrichment (see id.). No answer has been filed.

Now, plaintiff moves, by notice of motion (seq. no. 01), pursuant to CPLR § 3215, for an order granting it a default judgment against defendant.

ANALYSIS

When a defendant fails "to appear, plead or proceed to trial of an action reached and called for trial, or when the court orders a dismissal for any other neglect to proceed, the plaintiff may seek a default judgment against [the defendant]"

(CPLR § 3215 [a]). Generally, the proponent of a default judgment shall file proof of (1) service of the summons and complaint, of (2) the facts constituting the claim, and of (3) the default and the amount due (see CPLR § 3215 [f]).

Where, as here, defendant is a limited liability company, proof of service shall include an affidavit of service providing for service of process on the secretary of state as an agent of the limited liability company (see Limited Liability Company Law § 303).¹ Similarly, the proponent must also submit proof that -- either simultaneous with service or after such service -- they executed "additional service of the summons [on the limited liability company] by first class mail" at the limited liability company's "last known address" (CPLR § 3215 [g] [4] [i] [emphasis added]).

Here, plaintiff submits proof that on September 03, 2024, plaintiff served the summons and verified complaint upon defendant pursuant to Limited Liability Company Law § 303 (see

¹ Section 303 of the Limited Liability Company Law provides, as relevant here: "(a) Service of process on the secretary of state as agent of a domestic limited liability company or authorized foreign limited liability company shall be made in the manner provided by paragraph one or two of this subdivision. . . . (1) Personally delivering to and leaving with the secretary of state or his or her deputy, or with any person authorized by the secretary of state to receive such service, at the office of the department of state in the city of Albany, duplicate copies of such process together with the statutory fee, which fee shall be a taxable disbursement. Service of process on such limited liability company shall be complete when the secretary of state is so served. The secretary of state shall promptly send one of such copies by certified mail, return receipt requested, to such limited liability company at the post office address on file in the department of state specified for that purpose. . . ."

NYSCEF Doc. No. 03, affirmation of service, dated September 06, 2024 [providing that service of process was effectuated upon the Secretary of State by personally delivering two copies of the summons and verified complaint]). However, the affirmation of additional mailing is defective, as it does not state that the "additional service of the summons [was executed] by first class mail", or that it was accompanied by a notice advising that service was previously made pursuant to Limited Liability Company Law § 303 (see CPLR § 3215 [g] [4] [i]; see also NYSCEF Doc. No. 05, affirmation of mailing, dated October 31, 2024 [erroneously stating that service was effectuated pursuant to Business Corporation Law § 306]).

Notwithstanding these defects, CPLR § 3215 (f) also requires an affidavit by a person with knowledge setting forth "proof of the facts constituting the claim", or a verified complaint. "CPLR § 3215 does not contemplate that default judgments are to be rubber-stamped once jurisdiction and a failure to appear have been shown. Some proof of liability is also required to satisfy the court as to the prima facie validity of the uncontested cause of action" (Welz v Brown, 228 AD3d 416, 418 [1st Dept 2024]; see also Feffer v Malpeso, 210 AD2d 60, 61 [1st Dept 1994] [providing that while the standard of proof necessary to support an application for a default judgment is not stringent, some firsthand confirmation of the facts

forming the basis of the claim is necessary)). And, "if [the] factual allegations do not state a valid cause of action, the party moving for a default judgment is not entitled to the requested relief, even on default" (Nationstar Mortgage, LLC v Hilpertshausler, 156 AD3d 1052, 1053 [3d Dept 2017]).

Here, though plaintiff submits the affirmation of Rachel Pavie (Pavie), Chief Financial Officer of plaintiff, as well as a verified complaint, neither document establishes that Pavie has independent, first-hand personal knowledge of plaintiff's mailing practices sufficient to establish a cause of action for account stated (see NYSCEF Doc. No. 01, verified complaint, and Doc. No. 13, affirmation of Rachel Pavie, CFO of plaintiff). The affirmation and verified complaint are both silent as to whether plaintiff mailed the two invoices to defendant, whether defendant received such invoices, or whether defendant made partial payment thereon (see 23rd St. Berk, LLC v Journey Flatiron LLC, 2024 NY Slip Op 51276 [U], **2 [Sup Ct NY Cnty 2024] [G. Lebovits, J.S.C.] [holding that "a party suing on an account stated must establish that it sent invoices to defendant and that those invoices were received and retained by defendant without objection made in a reasonable period of time"], citing Morrison Cohen Singer & Weinstein, LLP v Brophy, 19 AD3d 161, 161-162 [1st Dept 2005]; see also Garr Siple, P.C. v Weir, 208 AD3d 1098, 1099 [1st Dept 2022] [holding that plaintiff

submitted proof that defendant made partial payments on the account, supporting its claim for account stated]).

Further, neither the factual allegations in the verified complaint nor the documentation submitted support a cause of action for breach of contract -- the complaint alleges in a conclusory fashion that "on about and between September 25, 2023 and October 3, 2023, plaintiff rendered the agreed upon public relation services to defendant at defendant's special instance and request" (NYSCEF Doc. No. 01, verified complaint; see NYSCEF Doc. No. 13, affirmation [repeating same conclusory allegations]; see also Second Source Funding, LLC v Yellowstone Capital, LLC, 144 AD3d 445, 446 [1st Dept 2016] [recovery under breach of contract requires a plaintiff to demonstrate the existence of a contract, the plaintiff's performance thereunder, the defendant's breach of that contract, and resulting damages] [emphasis added]).

Accordingly, it is hereby

ORDERED that plaintiff's motion (seq. no. 001), pursuant to CPLR § 3215, for a default judgment, is dismissed without prejudice; it is further

ORDERED that plaintiff shall serve a copy of this order, with notice of entry, upon defendant; it is further

ORDERED that plaintiff shall bring a renewed default judgment motion supported by appropriate documentation, within

90 days; and it is further

ORDERED that the Clerk of Court shall mark the file accordingly.

THIS CONSTITUTES THE DECISION AND ORDER OF THE COURT.

10/20/2025
DATE


EMILY MORALES-MINERVA, J.S.C.

CHECK ONE:	<input type="checkbox"/>	CASE DISPOSED	<input checked="" type="checkbox"/>	NON-FINAL DISPOSITION	<input type="checkbox"/>	OTHER
	<input type="checkbox"/>	GRANTED	<input checked="" type="checkbox"/>	DENIED	<input type="checkbox"/>	
APPLICATION:	<input type="checkbox"/>	SETTLE ORDER	<input type="checkbox"/>	SUBMIT ORDER	<input type="checkbox"/>	
CHECK IF APPROPRIATE:	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/>	FIDUCIARY APPOINTMENT	<input type="checkbox"/>	REFERENCE