

**P.M.I. Norteamérica, S.A. de C.V. v
Mexiship Ocean CCC, S.A. de C.V.**

2025 NY Slip Op 34570(U)

December 1, 2025

Supreme Court, New York County

Docket Number: Index No. 652142/2020

Judge: Joel M. Cohen

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This opinion is uncorrected and not selected for official publication.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION PART 03M

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P.M.I. NORTEAMERICA, S.A. DE C.V.,

Plaintiff,

- v -

MEXISHIP OCEAN CCC, S.A. DE C.V., MEXISHIP
OCEAN INTERNATIONAL, LLC, INTERSHIP LIMITED

Defendants.

INDEX NO. 652142/2020

MOTION DATE 09/11/2025,
09/11/2025

MOTION SEQ. NO. 003 003

**DECISION + ORDER ON
MOTION**

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HON. JOEL M. COHEN:

The following e-filed documents, listed by NYSCEF document number (Motion 003) 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90

were read on this motion for DEFAULT JUDGMENT.

The following e-filed documents, listed by NYSCEF document number (Motion 003) 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90

were read on this motion for DEFAULT JUDGMENT.

Plaintiff PMI Norteamérica, S.A. de C.V. (“Plaintiff”) moves for an Order pursuant to CPLR 3215 granting a default judgment against Defendants Mexiship Ocean CCC, S.A. de C.V. (“Mexiship SA”) and Mexiship Ocean International, LLC (“Mexiship LLC”) (collectively, the “Mexiship Defendants”) for breach of contract and breach of the covenant of good faith and fair dealing, in the amount of \$17,687,947 plus statutory interest, as well as costs, disbursements and expenses. The Mexiship Defendants have not appeared in this action, did not answer or otherwise respond to the original or Amended Complaint, and did not oppose this motion. For the reasons described below, the motion for default judgment is granted.

To obtain a default judgment pursuant to CPLR 3215, a plaintiff is required to submit: (i) proof of service of the Summons and Amended Complaint; (ii) proof of the facts constituting the claim; and (iii) proof of the defaulting Defendant's failure to answer or otherwise respond (*see* CPLR 3215[f]; *Nouveau El. Indus., Inc. v Tracey Towers Hous. Co.*, 95 AD3d 616, 617 [1st Dept 2012]). Plaintiff has satisfied those requirements.

i. Service

Plaintiff has established proof of service of the summons and amended complaint upon Defendant Mexiship LLC's registered agent in Texas, Rolando Ramon, on August 12, 2024 (NYSCEF 59 ["Herrera Moro Affirm"] ¶3; NYSCEF 64 [Affidavit of Service]).

As to Mexiship SA, Plaintiff submits evidence of its extensive efforts to serve that entity at multiple addresses (including the address listed in Amended VPA agreement between the parties)¹ under The Hague Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters ("Hague Convention"), but these addresses were false, vacant, or nonexistent (*see* Herrera Moro Affirm ¶¶4-10).

Faced with that apparent misdirection, Plaintiff served Defendant Mexiship SA with process by serving Ramon, the registered agent of Mexiship LLC in the State of Texas (*id.* ¶11; NYSCEF 39-40). The Court finds that this service was effective. Both Mexiship LLC and Mexiship SA agreed to "submit to the competent courts of New York City" pursuant to Article III.4 in the Amended VPA (NYSCEF 64 at 7). CPLR 313 states that parties may be served outside of the state "in the same manner as service is made within the state..." (CPLR 313).

¹ The Amended VPA agreement provided that "the Buyer's address is Calle 55 #245, Col. Miami, C.P. 24115, Ciudad del Carmen, Campeche, Mexico" and that "for purposes of Notices under the Agreement, a notice served to Buyer is understood as served to both Intership and [Mexiship LLC]" (NYSCEF 64 at Article II.12, II.13)

Personal service upon a corporation is made by delivering the summons “upon any domestic or foreign corporation, to an officer, director, managing or general agent, or cashier or assistant cashier or to any other agent authorized by appointment or by law to receive service” (CPLR 311(a)(1)). Under New York law, “[w]here one defendant is subject to personal jurisdiction and service of process, its alter egos are subject to personal jurisdiction and may be served by serving it” (*Glory Wealth Shipping Pte Ltd. v Indus. Carriers, Inc.*, 590 F Supp 2d 562, 564 [SDNY 2008]).

“Determining whether jurisdiction over an alter ego exists requires application of a less onerous standard than that necessary for equity to pierce the corporate veil for liability purposes. For jurisdictional purposes, the court considers the following factors to determine whether one party is the alter ego of another: the failure to observe corporate formalities; intermingling of personal and corporate funds; overlap in ownership and directors; shared office space and phone numbers; whether the alter egos and the corporation dealt with one another at arm’s length; the payment or guarantee of debts of the alter egos by the corporation in question; and whether the corporation in question had property that was used by the alter egos as if it were their own” (*Cedar Capital Mgt. Group Inc. v Lillie*, 79 Misc 3d 1238(A) [Sup Ct, NY County 2023] [internal citations and quotation marks omitted], *aff’d*, 236 AD3d 508 [1st Dept 2025]).

The record indicates that the Mexiship Defendants shared the same officers, and these officers acted on behalf of both companies interchangeably. The head of both companies was Edgar Armando Perez Robert, who was at the same time the sole manager of Mexiship SA and the CEO of Mexiship LLC (Herrera Moro Affirm, ¶ 13). Likewise, Rolando Ramon held himself out as the Chief Financial Officer of both Mexiship LLC and Mexiship SA (*id.*). Plaintiff has submitted evidence that Perez Robert and Ramon acted on behalf of both companies in

connection with the contracts at issue in this case. Perez Robert signed the Amended VPA on behalf of both of the Mexiship Defendants (*id.*). Ramon engaged in negotiations regarding contract terms and finances first on behalf of Mexiship SA, and then later when Mexiship LLC was added as a party, on behalf of both companies (*id.* ¶ 15). Further, Plaintiff submits that both companies referred to themselves as simply “Mexiship” in their negotiations and communications, and the email address domain for both Perez Robert and Ramon was simply “mexiship.com.” (*id.* ¶ 14).

In these circumstances, this Court finds that Plaintiff’s service of process on Mexiship LLC’s registered agent, Ramon, constituted proper service on Mexiship SA as well.

ii. Default

Plaintiff has submitted the Amended Verified Complaint, the Amended Vessel Purchase Agreement (VPA), the Affirmation of Beatriz Albero Molina, General Counsel for Plaintiff (NYSCEF 52), and the affirmation of counsel and exhibits thereto (NYSCEF 59-89) which set forth the facts constituting Plaintiff’s breach of contract and breach of the covenant of good faith and fair dealing claims. Neither Mexiship LLC nor Mexiship SA have appeared in this action or answered the original or Amended Complaint. Accordingly, Plaintiff has established the Mexiship Defendants’ default.

The relief sought is for a sum certain of \$17,687,947 in liquidated damages pursuant to Section 5.2(b) of the parties’ agreement (NYSCEF 55 at 4-5). Plaintiff is entitled to that amount plus taxable costs and statutory interest pursuant to CPLR 5001 running from May 14, 2018, the date Plaintiff sent a letter to the Mexiship Defendants terminating the Amended VPA and demanding payment of the liquidated damages it was owed (NYSCEF 56).

The Mexiship Defendants may seek vacatur of the instant default judgment if they can satisfy the requirements of CPLR 5015, CPLR 317, or any other relevant law.

Accordingly, it is

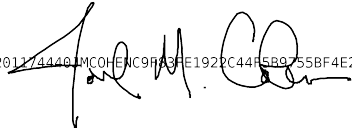
ORDERED that Plaintiff's Motion for a Default Judgment against the Mexiship Defendants is **GRANTED**; it is further

ORDERED that the action is severed and continued against the remaining defendant, Intership Limited; it is further

ORDERED that upon submission of a proposed judgment, the Clerk is directed to enter judgment in favor of Plaintiff and against Mexiship LLC and Mexiship SA, jointly and severally, in the amount of \$17,687,947 plus statutory interest running from May 14, 2018, until entry of Judgment, plus taxable costs and disbursements; and it is further

ORDERED that Plaintiff shall serve a copy of this Order with Notice of Entry upon the Mexiship Defendants through the registered agent of Mexiship LLC in the State of Texas within ten (10) days of the date of this Order.

This constitutes the Decision and Order of the Court.

<p><u>12/1/2025</u> DATE</p>			 <small>20251201274440JMC0HENC9R3FE1922C44F5B9755BF4E28B95AE</small> <hr/> JOEL M. COHEN, J.S.C.			
CHECK ONE:	<input type="checkbox"/>	CASE DISPOSED	<input checked="" type="checkbox"/>	NON-FINAL DISPOSITION		
	<input checked="" type="checkbox"/>	GRANTED	<input type="checkbox"/>	DENIED	<input type="checkbox"/>	OTHER
APPLICATION:	<input type="checkbox"/>	SETTLE ORDER	<input type="checkbox"/>	SUBMIT ORDER		
CHECK IF APPROPRIATE:	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/>	FIDUCIARY APPOINTMENT	<input type="checkbox"/>	REFERENCE