

**Pfanner v Anderson**

2026 NY Slip Op 30566(U)

January 2, 2026

Supreme Court, Kings County

Docket Number: Index No. 533494/2024

Judge: Cenceria P. Edwards

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This opinion is uncorrected and not selected for official publication.

At an IAS Term Part COMM 2. of the Supreme Court of the State of New York, held in and for the County of Kings, at the Courthouse, at 360 Adams Street, Brooklyn, New York, on the 2nd day of January 2026.

**P R E S E N T:**

HON. CENCERIA P. EDWARDS, C.P.A.,

Justice.

-----X

ANDREAS PFANNER, individually and in the right of  
POK MILLS LLC, and POK 1-3 GRAND LLC

Plaintiff(s),

-against-

ERIC GUSTAVE ANDERSON, URBAN GREEN  
EQUITIES LLC, and WALLACE CAMPUS MANAGER,  
LLC,

Defendant(s).

-----X

The following e-filed papers read herein:

NYSCEF Doc. Nos.:

Notice of Motion/Order to Show Cause/Petition/Cross-Motion and  
Affidavits (Affirmations) and Exhibits \_\_\_\_\_  
51

40, 43, 45, 46, 47, 48,

Opposing Affidavits (Affirmations) and Exhibits \_\_\_\_\_

Reply Affidavits (Affirmations) and Exhibits \_\_\_\_\_

Andreas Pfanner, individually and in the right of Pok Mills LLC, and Pok 1-3 Grand LLC (“Plaintiffs”) commenced this commercial division action by filing a Summons and Complaint against defendants Eric Anderson, Urban Green Equities, LLC, and Wallace Campus Manager, LLC, alleging a breach of fiduciary duty.

In this instant motion, Plaintiff now moves pursuant to CPLR § 3215 for leave to enter a default judgment against Defendants, Anderson and Urban Green Equities.

**THE COMPLAINT**

Plaintiff Andreas Pfanner alleges he and Defendant Eric Gustave Anderson formed a partnership and joint venture for the explicit purpose of acquiring, owning, operating, and

**ORDER**

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developing individual parcels of real estate for profit, thereby establishing a fiduciary relationship between the parties (*see* NYSCEF Doc. #1 at 2). And that on or about March 5, 2019, Defendant Anderson, purporting to act on behalf of the joint venture but actually acting for his own singular benefit, purchased the real property located at 325 Main Street, Poughkeepsie, New York (“the property”), for the sum of \$166,000, utilizing funds that belonged to the joint venture (*see id.* at 2-3). Thereafter, on November 5, 2020, Defendant Anderson covertly and without consent sold the property to Defendant Wallace Campus Manager LLC, an entity in which Anderson holds a 45% equity interest, for the sum of \$236,000 (*see id.* at ¶ 13). In connection with this sale, Anderson allegedly granted a gratuitous easement to Wallace Campus Manager LLC and siphoned rents from the parties jointly owned properties to his solely owned entity, Defendant Urban Green Equities LLC.

Plaintiff contends that upon discovering the purchase and subsequent sale of the property, he demanded a full accounting of the withdrawn funds and the restoration of the diverted rents and property interests (*see id.* at ¶ 14). However, Defendant Anderson had allegedly refused to provide such accounting or restitution, characterizing Plaintiff as a "retiring partner" and declining to include the 325 Main Street property and its proceeds as assets of the joint venture (*see id.* at ¶¶ 15-17). Plaintiff alleges that Anderson breached his fiduciary duties by unilaterally diverting and concealing jointly owned assets (*see id.* at ¶¶ 12-13, 18-19). (*see id.* at ¶¶ 13, 17; *see also* NYSCEF Doc. # 45 at 2-3).

Based on these allegations, Plaintiff seeks declaratory and monetary relief, including recognition of his fifty-percent interest in all assets improperly withheld or transferred, as well as restoration of diverted funds (*see* NYSCEF Doc. #1 at ¶¶ 24, 34).

## DISCUSSION

“On a motion for leave to enter a default judgment, an applicant must submit proof of service of the summons and complaint or summons and notice, proof of the facts constituting the cause of action, and proof of the defaulting defendant’s failure to answer or appear” (*Banks v 110-18 198th St. Corp.*, 205 AD3d 869, 869 [2d Dept 2022]; *see* CPLR § 3215 [f])

### **SERVICE OF PROCESS**

Plaintiff filed Affidavits of Service for both Defendants, Anderson and Urban Green Equities, demonstrating that the Defendants received Service of Process.

Plaintiff attached the affidavit of service upon Defendant Eric Anderson, which affirms that on December 17, 2024, at 3:06 PM, the process server served Anderson the Summons and Complaint pursuant to CPLR 308(2), delivering the papers to a co-tenant/person of suitable age and discretion at the residence. Also, on December 18, 2024, the process server completed the mailing requirement under CPLR 308(2) by mailing the documents via first-class mail to Mr. Anderson at the same address, his “actual place of residence,” with the envelope labeled “personal and confidential,” and without any indication of attorney or litigation-related content. (*see* NYSCEF Doc. # 6). Additionally, Plaintiff filed proof the additional affidavit of mailing of service on Mr. Anderson; thus, demonstrating it complied with the service of process requirements, CPLR §§ 308, 3215(g).

Defendant Urban Green Equities, an LLC, was served pursuant to NY LLC L § 303. Plaintiff submitted an affidavit of service verifying that Urban Green Equities was served via the New York State Secretary of State on December 10, 2024, and the papers were delivered to an authorized person empowered to receive such service. (*see* NYSCEF Doc. # 5). Thus, Urban Green Equities was properly served.

### **DEFAULT IN APPEARING**

On an application for judgment by default, the applicant must file proof of the Defendants default (*see* NY CPLR § 3215). Under CPLR 3012(a), a defendant generally must serve an answer within twenty days after personal delivery of the summons and complaint within the State of New York, or within thirty days after service is complete where service is made by methods other than in-hand personal delivery. (*see* NY CPLR § 3012). For substituted service under CPLR 308(2), service is deemed complete ten days after proof of service is filed. (*see* NY CPLR § 308[2]).

As set forth above, substituted service on Anderson was completed under CPLR 308(2) when the Affidavit of Service and the follow-up mailing were filed on December 26, 2024, with service deemed complete ten days later, on or about January 5, 2025. Anderson then had 20 days from that completion date to appear, answer, or otherwise respond, making his latest possible deadline January 25, 2025. Because January 25, 2025, fell on a Saturday, his response time

extended to Monday, January 27, 2025. (*see* NY [GCL] § 25-a) The Attorney Affirmation filed in support of the motion for default judgment states that, as of February 10, 2025, Anderson had not appeared, answered, moved, or requested an extension of time, and that no stipulation or court order extending his time to respond had been entered. (*see* NYSCEF Doc. #44). Plaintiffs then filed their motion for default judgment on February 12, 2025, more than two weeks after Anderson's answer deadline expired. Accordingly, Anderson failed to appear by the statutory deadline and has been in continuous, unexcused default since January 27, 2025.

Domestic business entities, such as limited liability companies, are typically served by the New York Secretary of State pursuant to the Limited Liability Company Law. Service on a domestic entity via the Secretary of State is not in-hand personal delivery; accordingly, the entity is afforded thirty days after the date of service to serve an answer or otherwise appear under CPLR 3012(a). Further, when a plaintiff seeks a default judgment against a domestic corporation served via the Secretary of State, CPLR 3215 requires that the plaintiff mail an additional copy of the summons by first-class mail to the defendant's last known address and submit an affidavit attesting to that mailing at least twenty days before entry of judgment (*see* NY CPLR § 3215).

The Attorney Affirmation establishes that the Summons and Verified Complaint were served upon Defendant Urban Green Equities LLC on December 10, 2024, via statutory service. (*see* NYSCEF Doc. #5). Under CPLR 3012(a), Urban Green then had thirty days from that date, through January 9, 2025, to appear or answer. The Attorney Affirmation states that Urban Green failed to appear, answer, move, or otherwise respond by that date, and no extension of time to respond was requested or granted. (*see* NYSCEF Doc. #44). Because Urban Green Equities LLC was served on December 10, 2024, and failed to appear or answer by the January 9, 2025, deadline, Urban Green is in default.

#### FACTS CONSTITUTING CLAIMS

"To demonstrate the facts constituting the cause of action, the plaintiff need only submit sufficient proof to enable a court to determine if the cause of action is viable, since 'defaulters are deemed to have admitted all factual allegations contained in the complaint [\*870] and all reasonable inferences that flow from them' " (*U.S. Bank Trust, N.A. v Green*, 173 AD3d at 1112, quoting *Woodson v Mendon Leasing* [\*\*560] Corp., 100 NY2d 62, 71, 790 NE2d 1156, 760

NYS2d 727 [2003]; see *Oteri v Oteri-Harkins*, 183 AD3d 902, 903, 122 NYS3d; see (*Banks v. 110-18 198th St. Corp.*, 205 A.D.3d 869, 869-870 [2<sup>nd</sup> Department 2022]).

Plaintiff has satisfied CPLR 3215(f)'s requirement of submitting "proof of the facts constituting the claim," via documentary evidence and its affidavit in support from a person with personal knowledge and within its verified Summons and Complaint. The Complaint, Pfanner's sworn Affidavit of Facts, the email, the written confirmation of plaintiff's 50% ownership in POK 325 Main LLC, and the Wallace Campus Manager LLC operating agreement (NYSCEF Doc. No. 40).

### CONCLUSION

Plaintiffs' unopposed motion for leave to enter a default judgment against the defendants is facially adequate and satisfied the requirements of CPLR 3215 (f).

Accordingly,

Plaintiff's **Motion Sequence 3 is granted**, to the extent of entering the default judgment only. Plaintiff is not granted legal fees.

**It is Ordered** that the Clerk of the Court shall enter a default judgment against defendants Eric Anderson and Urban Green Equities LLC.

**ENTER,**



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**Hon. Cenceria P. Edwards, JSC, CPA**