

**American Express Travel Related Servs. Co., Inc. v
Trusted Transformer Enter. Solutions, LLC**

2026 NY Slip Op 31362(U)

April 6, 2026

Supreme Court, New York County

Docket Number: Index No. 154919/2025

Judge: Nicholas W. Moyne

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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. NICHOLAS W. MOYNE PART 41M

Justice

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AMERICAN EXPRESS TRAVEL RELATED SERVICES
COMPANY, INC.

Plaintiff,

- v -

TRUSTED TRANSFORMER ENTERPRISE SOLUTIONS,
LLC,

Defendant.

-----X

INDEX NO. 154919/2025

MOTION DATE 11/19/2025

MOTION SEQ. NO. 001

**DECISION + ORDER ON
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 001) 3, 4, 5, 6, 7, 8, 9, 10, 11, 12

were read on this motion to/for EXTEND - TIME.

Upon the foregoing documents, it is

Plaintiff, American Express Travel Related Services Company, Inc. (“Amex”), commenced this action against the defendant, Trusted Transformer Enterprise Solutions, LLC d/b/a TTES (“TTES”), to recover amounts owed pursuant to a commercial credit agreement, alleging claims for breach of contract and/or an alternative cause of action for account stated. Specifically, Amex seeks to recover the total amount of \$54,272.04, plus costs and disbursements of this action, based on the defendant’s alleged default in making payments under the agreement. In Motion Sequence 001, plaintiff moves for an order, pursuant to CPLR § 306-b, extending the time for service for an additional 90 days from the date the motion is decided. For the reasons set forth below the motion is granted in its entirety.

The underlying action allegedly arises out of a commercial credit card agreement entered into by defendant(s) on February 6, 2024, under which the defendant(s) became bound to pay plaintiff the amounts of such credit extension(s), plus additional amounts due. Plaintiff asserts that

defendant(s) then breached agreement by failing to make payments in accordance with the terms. Accordingly, plaintiff commenced the underlying action by filing a copy of the summons and complaint on or about April 15, 2025, alleging claims against the defendant for breach of contract and account stated.

CPLR § 306-b

CPLR § 306-b requires that service of the summons and complaint be made within one hundred twenty (120) days after the commencement of the action. CPLR § 306-b also provides that where service is not made upon defendant in the time provided, the court, upon motion, shall dismiss the action without prejudice or, upon good cause shown or in the interest of justice, extend the time for such service. Here, the summons and complaint were filed on April 15, 2025, and plaintiff therefore had until August 13, 2025, to serve the defendant with process. However, plaintiff failed to do so and, on or about November 19, 2025, plaintiff filed its motion, pursuant to CPLR § 306-b, seeking to extend the time to serve the defendant alleging that such an extension is warranted under both the good cause and interest of justice standards.

Under the statute, good cause and in the interest of justice are two separate grounds for extension, with two separate standards by which to measure an application for an extension of time to serve (*Leader v Maroney, Ponzini & Spencer*, 97 NY2d 95, 104 [2001]). Therefore, this 120-day period for effecting service upon a defendant may be extended when, upon motion, either the “upon good cause shown” or the “in the interest of justice” standard has been met (*Henneberry v Borstein*, 91 AD3d 493, 495 [1st Dept 2012]). Whether to grant an extension of time for service is a matter within the court's discretion (*Leader v Maroney, Ponzini & Spencer*, 97 NY2d 95, 101 [2001]).

Here, plaintiff alleges there is good cause to extend the time of service because the plaintiff has been diligent in its attempts to timely serve the defendant(s) in the matter. To establish good cause, the plaintiff must show reasonable diligence in attempting to effect service, and good cause may be found where the plaintiff's failure to timely serve is a result of circumstances beyond its control (*Henneberry v Borstein*, 91 AD3d 493, 496 [1st Dept 2012]; *Bumpus v New York City Tr. Auth.*, 66 AD3d 26, 32 [2d Dept 2009]).

The plaintiff has established good cause warranting an extension, as plaintiff has shown reasonable diligence in attempting to timely serve the defendant (*Dixon v New York City Health and Hosps. Corp.*, 222 AD3d 553 [1st Dept 2023]). Specifically, plaintiff offers an affidavit of non-service demonstrating that during the relevant time period, plaintiff attempted to serve the defendant through its' agent on three separate occasions, April 18, 2025, May 23, 2025, and May 26, 2025, but was unsuccessful (NYSCEF Doc. No. 7). Plaintiff then attempted to serve the defendant a fourth time on June 10, 2025, through the Florida Secretary of State, but the process server was allegedly informed that documents could not be accepted due to incorrect form (NYSCEF Doc. No. 7).

Accordingly, plaintiff has shown numerous diligent attempts at serving the defendant within the time period of 120-days (*45 Nostrand LLC v Strongin*, 226 AD3d 401 [1st Dept 2024]). Further, on October 28, 2025, plaintiff's counsel made a request for an updated address for the defendant and/or its' agent with the Post Office, which was able to confirm a new address for the defendant (NYSCEF Doc. No. 8). Therefore, plaintiff demonstrated the reasonable steps it undertook to locate the defendant, confirm an alternative address, and that the failure to timely serve was due to the inability to locate the defendant (*Frank v Garcia*, 84 AD3d 654, 655 [1st Dept 2011]; *HSBC Bank USA, N.A. v Labin*, 232 AD3d 861, 863 [2d Dept 2024]). Thus, the

plaintiff has demonstrated good cause to extend the time for service because it exercised reasonable diligence in attempting to serve the defendant, and the failure to effect timely service was due to circumstances beyond plaintiff's control.

Even if the plaintiff failed to demonstrate good cause, an extension of time would still be warranted under the interest of justice standard. Regarding this standard, the court must make a careful judicial analysis of the factual setting of the case and a balancing of the competing interests (*Woods v M.B.D. Community Hous. Corp.*, 90 AD3d 430, 431 [1st Dept 2011]). In applying this standard, the court may consider diligence, or lack thereof, along with any other relevant factor in making its determination including the expiration of the statute of limitations, the meritorious nature of the cause of action, the length of delay in service, the promptness of a plaintiff's request for the extension of time, and prejudice to defendant (*Gjurashaj v ABM Indus. Groups, LLC*, 213 AD3d 479, 480 [1st Dept 2023], citing *Leader v Maroney, Ponzini & Spencer*, 97 NY2d 95, 105 [2001]).

Specifically, such an extension of time is warranted given the plaintiff's diligence in serving the defendant, seeking an extension of time to serve, the minor length of the delay, and the lack of prejudice to the defendant. Here, as the summons and complaint were filed on April 4, 2025, and a motion requesting extension of service was filed on December 18, 2025, there was a minor delay of only six-months between the expiration of the 120-day period and the request for an extension (*see generally Ardel Constr. & Design Group, Inc. v VBG 990 AOA, LLC*, 223 AD3d 451 [1st Dept 2024]). As stated above, plaintiff demonstrated diligence in attempting to serve the defendant and demonstrated efforts to confirm a good address for the defendant (*see MTGLQ Inv'rs, L.P. v Shay*, 190 AD3d 527, 529 [1st Dept 2021]). As to prejudice, the delay was not so protracted to allow for an inference of substantial prejudice nor can it be determined that

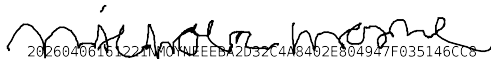
defendant would have lost some special right, or incurred some change of position or some significant expense as a result of any delay (*Sutter v Reyes*, 60 AD3d 448, 449 [1st Dept 2009]; *Petracca v Hudson Tower Owners LLC*, 139 AD3d 518, 518 [1st Dept 2016]; *c.f. Gillard v Citigroup*, 239 AD3d 409, 410 [1st Dept 2025]). Further, considering that no one factor is determinative, and several factors here weigh in the plaintiff’s favor, the plaintiff has established entitlement to an extension of time to serve in the interest of justice (*Gjurashaj v ABM Indus. Groups, LLC*, 213 AD3d 479, 480 [1st Dept 2023]).

Accordingly, it is hereby

ORDERED that the motion by plaintiff, American Express Travel Related Services Company, Inc., to extend the time to serve the defendant, Trusted Transformer Enterprise Solutions, LLC d/b/a TTES, is GRANTED; and it is further

ORDERED that the period of time to effectuate service of process on the defendant is extended for a period of 90-days measured from the date of this decision and order.

This constitutes the decision and order of the court.


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4/6/2026
DATE

NICHOLAS W. MOYNE, J.S.C.

CHECK ONE:

<input type="checkbox"/>	CASE DISPOSED	<input type="checkbox"/>	DENIED
<input checked="" type="checkbox"/>	GRANTED		
<input type="checkbox"/>	SETTLE ORDER		
<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN		

<input checked="" type="checkbox"/>	NON-FINAL DISPOSITION	<input type="checkbox"/>	OTHER
<input type="checkbox"/>	GRANTED IN PART		
<input type="checkbox"/>	SUBMIT ORDER		
<input type="checkbox"/>	FIDUCIARY APPOINTMENT	<input type="checkbox"/>	REFERENCE

APPLICATION:

CHECK IF APPROPRIATE: