

**PAA Holdings LLC v Malka Equities LLC**

2026 NY Slip Op 31603(U)

April 13, 2026

Supreme Court, New York County

Docket Number: Index No. 653763/2025

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  
COUNTY OF NEW YORK: PART 42M

-----X

PAA HOLDINGS LLC,

Plaintiff,

- v -

MALKA EQUITIES LLC, MALKA GROUP LLC, MALKA  
FUND MANAGEMENT LLC, TVT MALKA DEBT CAPITAL  
FUND LP, MOSES GROSS, MARILYN CRAWFORD,  
MICHAEL URSINI, C. J. O'CONNOR

Defendants.

INDEX NO. 653763/2025

MOTION DATE 01/12/2026

MOTION SEQ. NO. 001

**DECISION + ORDER ON  
MOTION**

-----X

The following e-filed documents, listed by NYSCEF document number (Motion 001) 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17

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

APPEARANCES:

JOSEPH OBERMEISTER, Cedarhurst, NY (Joseph Obermeister, Esq., of counsel), for plaintiff.

EMILY MORALES-MINERVA, J.S.C.

In this breach of contract action, plaintiff PAA HOLDINGS LLC (plaintiff) moves, pursuant to CPLR § 3215, for an order granting it leave to enter a default judgment against defendants MALKA EQUITIES LLC, MALKA GROUP LLC, MALKA FUND MANAGEMENT LLC, TVT MALKA DEBT CAPITAL FUND LP, MOSES GROSS, MARILYN CRAWFORD, MICHAEL URSINI and C.J. O'CONNOR (defendants) in the sum of \$1,171,630.27, together with statutory interest, costs, and disbursements.

Defendants do not appear or submit opposition to the motion (sequence number 01).

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]). To establish entitlement to a default judgment, plaintiff must file (1) proof it served defendant with the summons and complaint, and (2) "proof of the facts constituting the claim, the default, and the amount due . . . by affidavit made by the party" (see CPLR § 3215 [f]; see also Woodson v Mendon Leasing Corp., 100 NY2d 62, 70 [2003] [providing that "an applicant for a default judgment [must] file 'proof by affidavit made by the party of the facts constituting the claim'"]; 231st Riverdale LLC v 7 Star Home Furniture Inc., 198 AD3d 524, 525 [1st Dept 2021]; Feffer v Malpeso, 210 AD2d 60 [1st Dept 1994]).

Here, plaintiff demonstrates its entitlement to entry of a default judgment against defendants MALKA EQUITIES LLC, MALKA GROUP LLC, MALKA FUND MANAGEMENT LLC, and TVT MALKA DEBT CAPITAL FUND LP by submitting, among other things, the affidavits of service (NYSCEF Doc. No. 09); the affirmation of additional mailing (NYSCEF Doc. No. 10); the affidavit of Aaron Greenblott, managing member of plaintiff (NYSCEF Doc. No. 08); an attorney affidavit (NYSCEF Doc. No. 09); and the fully executed memorandum of understanding (NYSCEF Doc. No. 12) (see CPLR §

3215 [f]; see also Licurgo-Villar v Samouha, 227 AD3d 619, 620 [1st Dept 2024]; Guzetti v City of New York, 32 AD3d 234 [1st Dept 2006]).

However, plaintiff does not demonstrate its entitlement to a default judgment piercing the corporate veil and imposing personal liability upon defendants MICHAEL URSINI, MOSES GROSS, MARILYN CRAWFORD, or C.J. O'CONNOR (see 565 Realty Associates, LLC v Fernandez, 2022 NY Slip Op 32487(U), \*3 [Sup Ct NY County 2022] [holding that "conclusory allegations regarding nonadherence to corporate formalities or other typical veil piercing factors are insufficient"]; see also Skanska USA Bldg. Inc. v Atlantic Yards B2 Owner, LLC, 146 AD3d 1, 12 [1st Dept 2016], affd 31 NY3d 1002 [2018] [conclusory allegations merely reciting typical veil piercing factors is insufficient]).

Further, plaintiff has not submitted proof of service upon defendant C.J. O'CONNOR, and the affidavit of service for MICHAEL URSINI is defective (see CPLR § 308 [2]).

"It is well settled that a default judgment may be determinative of liability but not the amount of damages to be awarded, unless there can be no dispute as to the amount due, the amount being a 'sum certain'" (Arent Fox Kintner Plotkin & Kahn, PLLC v Lurzer GmbH, 297 AD2d 590, 590 [1st Dept 2002]; see also see Qiang Tu v Li Shen, 190 AD3d 1125, 1128 [3d Dept 2021]). Plaintiff's claim for \$1,171,630.27 -- \$936,630.27 of

which is for consequential damages -- is not for a sum certain and therefore, plaintiff shall be directed to an Inquest.

Accordingly, it is hereby

ORDERED that plaintiff's motion (seq. no. 01) for a default judgment is granted as to liability against defendants MALKA EQUITIES LLC, MALKA GROUP LLC, MALKA FUND MANAGEMENT LLC, and TVT MALKA DEBT CAPITAL FUND LP; it is further

ORDERED that plaintiff's motion (seq. no. 001), pursuant to CPLR § 3215, for a default judgment, is dismissed, without prejudice, against defendants MICHAEL URSINI, MOSES GROSS, MARILYN CRAWFORD, and C.J. O'CONNOR; it is further

ORDERED that the instant matter is scheduled for an inquest on damages, in Part 42, Courtroom 574, 111 Centre Street, New York, New York on August 05, 2026, at 10:30 A.M.; it is further

ORDERED that, within twenty days from the date of this decision and order, plaintiff shall serve a copy of this order, with notice of entry, on defendants; and it is further

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

4/13/2026

DATE

EMILY MORALES-MINERVA, J.S.C.

CHECK ONE:

CASE DISPOSED  
GRANTED  
SETTLE ORDER

DENIED

NON-FINAL DISPOSITION  
GRANTED IN PART  
SUBMIT ORDER  
FIDUCIARY APPOINTMENT

OTHER

REFERENCE

APPLICATION:

CHECK IF APPROPRIATE: