

**Wells Fargo Fin. Leasing, Inc. v Advanced Digital
NYC Inc.**

2026 NY Slip Op 31929(U)

May 4, 2026

Supreme Court, New York County

Docket Number: Index No. 154299/2025

Judge: Emily Morales-Minerva

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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: PART 42M

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WELLS FARGO FINANCIAL LEASING, INC.

INDEX NO. 154299/2025

Plaintiff,

MOTION DATE 09/26/2025

- v -

ADVANCED DIGITAL NYC INC.,

MOTION SEQ. NO. 001

Defendant.

**DECISION + ORDER ON
MOTION**

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

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

APPEARANCES:

Chisea Shahinian & Giantomasi PC, Roseland, NJ (Robert Lee Hornby, Esq. of counsel), for plaintiff.

EMILY MORALES-MINERVA, J.S.C.

In this action for breach of a commercial equipment lease agreement, plaintiff WELLS FARGO FINANCIAL LEASING, INC. (plaintiff) moves, pursuant to CPLR § 3215, for an order granting it leave to enter a default judgment against defendant ADVANCED DIGITAL NYC INC. (defendant) in the amount of \$92,934.32, plus attorneys' fees of \$5,546.28 and costs of \$295.00 as of September 03, 2025, as well as attorneys' fees incurred subsequent to September 03, 2025. Plaintiff also seeks a judgment of possession of the leased equipment.

Defendant does 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" ((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 defendant in the amount of \$92,934.32 by submitting, among other things, the affirmation of service (NYSCEF Doc. No. 03); the affirmation of additional mailing (NYSCEF Doc. No. 06); proof of the underlying facts constituting the claim (NYSCEF Doc. Nos. 03 and 05); and proof of default (NYSCEF Doc. No. 07) (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]).

Lastly, plaintiff seeks its reasonable attorneys' fees incurred in this action against defendant, as provided for in paragraph 11 of the equipment lease agreement (see NYSCEF Doc. No. 02, lease agreement, ¶ 11). Though plaintiff has shown that it is entitled to such under the lease agreement, the court shall direct an inquest to determine said amount.

Accordingly, it is hereby

ORDERED that plaintiff's motion (seq. no. 01) for a default judgment is granted; it is further

ORDERED that the Clerk of Court is directed to enter judgment in favor of plaintiff WELLS FARGO FINANCIAL LEASING, INC. and against defendant ADVANCED DIGITAL NYC INC. in the amount of \$92,934.32; it is further

ORDERED AND ADJUDGED, that plaintiff shall have immediate and permanent title and possession to the collateral which is the subject of the Equipment Lease Agreement xxx-xxxx564-000, dated March 21, 2022, and the Konica Minolta Production Cut-Sheet Model: AccurioPress C4080, Serial # AC57011020282; it is further

ORDERED that plaintiff may immediately and without further delay engage in self-help repossession of the collateral; it is further

ORDERED that defendant is directed to contact the Sheriff of New York County within five (5) days of service of this Order to coordinate the surrender of the collateral which is the subject of this Order; it is further

ORDERED, that an Execution, Writ of Possession, or other relevant enforcement device may issue to the Sheriff or Marshall of New York County or the Sheriff or Marshall of any other County in which any of the subject collateral may be located, directing the Sheriff of any County of the State of New York be directed to seize the collateral described herein and deliver same to plaintiff, its agent or employees; it is further

ORDERED, that defendant shall properly maintain said collateral and return it to plaintiff or its agents within five (5) days hereof and fully cooperate in said return; it is further

ORDERED that defendant, their principals, employees, servants, family members and agents and/or any other person in possession of the collateral, be and hereby are stayed from removing or damaging said collateral and from concealing, transporting, encumbering, using, selling, renting/leasing or in any way transferring or disposing of the collateral, except in furtherance of this Order; it is further

ORDERED that defendant and/or any other party in possession of the collateral shall not otherwise permit the collateral to

be removed from its location, transferred, sold, pledged, assigned or otherwise disposed of or permitted to become subject to a security interest or lien other than as permitted and/or directed herein; it is further

ORDERED, that, in the event that plaintiff takes possession of the collateral, plaintiff shall attempt to dispose of said personal property in a commercially reasonable manner in accordance with the New York Uniform Commercial Code and the net proceeds from said sale, if any, after deduction of reasonable expenses of retaking, holding, preparing for sale, selling and the like, shall be applied to reduce the amount of the Judgment herein; it is further

ORDERED, that any and all undertakings pursuant to an order of seizure or other bonds posted by plaintiff in this matter in connection with any interim order for order of seizure or otherwise be and hereby is released and there shall be no further liability thereunder;

ORDERED that, within fifteen days from the date of this decision and order, plaintiff shall serve a copy of this order, with notice of entry, on defendant, as well as on the Clerk of the Court, who shall enter judgment accordingly; it is further

ORDERED that the issue of the amount of reasonable attorneys' fees that plaintiff may recover against defendant is

referred to a Special Referee to hear and determine; it is further

ORDERED that plaintiff shall, within 30 days from the date of this order, serve a copy of this order with notice of entry, together with a completed Information Sheet, upon the Special Referee Clerk in the General Clerk's Office (Room 119), who is directed to place this matter on the calendar of the Special Referee's Part for the earliest convenient date; and it is further

ORDERED that such service upon the Special Referee Clerk shall be made in accordance with the procedures set forth in the Protocol on Courthouse and County Clerk Procedures for Electronically Filed Cases (accessible at the "E-Filing" page on the court's website at the address www.nycourts.gov/supctmanh); and it is further

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

5/4/2026

DATE

Emily Morales-Minerva
EMILY MORALES-MINERVA, J.S.C.

CHECK ONE:

CASE DISPOSED

GRANTED

SETTLE ORDER

INCLUDES TRANSFER/REASSIGN

DENIED

NON-FINAL DISPOSITION

GRANTED IN PART

SUBMIT ORDER

FIDUCIARY APPOINTMENT

OTHER

REFERENCE