

Anhui Guoci Handbags Co., Ltd. v Verge Mktg., Inc.

2026 NY Slip Op 31959(U)

May 6, 2026

Supreme Court, New York County

Docket Number: Index No. 650735/2022

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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ANHUI GUOCI HANDBAGS CO., LTD.

INDEX NO. 650735/2022

Plaintiff,

MOTION DATE 07/18/2025

- v -

VERGE MARKETING, INC. T/A VERGE CREATIVE
GROUP,

MOTION SEQ. NO. 002

Defendant.

**DECISION + ORDER ON
MOTION**

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HON. JOEL M. COHEN:

The following e-filed documents, listed by NYSCEF document number (Motion 002) 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39

were read on this motion for SUMMARY JUDGMENT.

This is a motion for summary judgment. Plaintiff Anhui Guoci Handbags Co., Ltd (“Anhui”) moves for judgment in its favor on its sole remaining cause of action for breach of contract against Defendant Verge Marketing Inc. t/a Verge Creative Group (“Verge”). The motion is unopposed. For the reasons explained below, Anhui’s motion is granted.

FACTUAL AND PROCEDURAL BACKGROUND

According to the undisputed statement of material facts, Verge is a New York corporation, and Anhui is a Chinese importer and exporter of handbags (NYSCEF 32 [“SOF”] ¶¶ 1-2). In or around May 2017, Verge placed several orders for several bags and products from Anhui (SOF ¶¶ 3-4; NYSCEF 33 [Affirmation of Song Guoxi, “Guoxi Aff.”] Exhibit 1). Following receipt of Verge’s orders, Anhui fulfilled the orders and issued invoices memorializing the same (SOF ¶¶ 6-7, Guoxi Aff., Exhibit 2). Pursuant to those invoices, Verge owed Anhui a total of \$730,130.90 (SOF ¶ 9; Guoxi Aff., Exhibit 2).

On July 8, 2022, the Court granted Verge's partial motion to dismiss the First Cause of Action (account stated), Third Cause of Action (unjust enrichment), and Fourth Cause of Action (quantum meruit) as duplicative of the Second Cause of Action for breach of contract (NYSCEF 14).

On October 14, 2022, the parties filed a joint stipulation of settlement reflecting an agreement pursuant to which Verge would make monthly payments in the amount of \$5,000 while the parties negotiated a global settlement, and the action would be temporarily discontinued (SOF ¶ 9; NYSCEF 20). The parties also stipulated that, if a global settlement could not be agreed, Anhui would file a stipulation to vacate the discontinuance (SOF ¶ 11; NYSCEF 20). Verge made payments in the amount of \$84,000 (SOF ¶ 10). However, the parties did not reach a global settlement, and Anhui filed a stipulation to vacate the stipulation of settlement on September 17, 2024 (SOF ¶ 11; NYSCEF 22). The total amount that remains due and owing is \$646,139.90 (SOF ¶ 14).

On July 18, 2025, Anhui moved for summary judgment on the Second Cause of Action with an original return date of September 5, 2025 (NYSCEF 24). The return date was subsequently adjourned to November 21, 2025 (NYSCEF 37). On March 23, 2026, the Court granted Verge's counsel's motion to withdraw and stayed the action for thirty (30) days to facilitate Verge's retention of successor counsel (NYSCEF 48). To date, Verge has not retained replacement counsel, and no opposition was filed to this motion.

DISCUSSION

Under CPLR 3212(b), summary judgment is appropriate when the record demonstrates "there is no material issue of fact to be tried, and that judgment may be directed as a matter of law" (*Brill v City of New York*, 2 NY3d 648, 651 [2004]). Once the moving party has made a

prima facie showing of entitlement to judgment as a matter of law, the burden shifts to the nonmoving party to produce “evidentiary proof in admissible form sufficient to require a trial of material questions of fact,” or to demonstrate an “acceptable excuse for [their] failure to meet the requirement of tender” (*Stonehill Cap. Mgmt., LLC v Bank of the West*, 28 NY3d 439, 448 [2016]). “Mere conclusions, expressions of hope or unsubstantiated allegations or assertions are insufficient” (*Zuckerman v City of New York*, 49 NY2d 557, 562 [1980]; *see also Winegrad v New York Univ. Med. Ctr.*, 64 NY2d 851, 853 [1985]; *Glassman v Weinberg*, 154 AD3d 407, 408 [1st Dept 2017]).

To state a claim for breach of contract, a plaintiff must allege (1) the existence of a contract, (2) plaintiff’s performance, (3) defendant’s breach, and (4) damages (*34-06-73, LLC v Seneca Ins. Co.*, 39 NY3d 44, 52 [2022]).

Here, Anhui has made a *prima facie* showing of entitlement to summary judgment: Anhui has established that it and Verge executed a contract of sale obligating Verge to pay Anhui a sum total of \$730,130.90 (Guoxi Aff., Exhibit 1; *see also* NYSCEF 7 at 3 [Verge stating that “defendant is not denying the existence of a valid agreement between the parties”]). Anhui has further established that it shipped to Verge the agreed bags and products (Guoxi Aff., Exhibit 2), that Verge failed to pay the full amount due (Guoxi Aff. ¶¶ 15-16), and that Anhui is owed the remainder as a result (*id.*).¹

In the absence of any opposition, Verge has failed to raise a triable issue of fact, and Anhui is entitled to summary judgment in its favor.

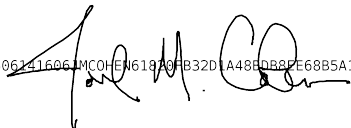
¹ Anhui devoted much of its brief to explaining its purported entitlement to summary judgment on its account stated claim, which, as noted above, was previously dismissed as duplicative of its breach of contract claim (NYSCEF 14 at 2, 3). Summary judgment is granted solely with respect to the surviving claim for breach of contract.

Accordingly, it is

ORDERED that the motion of Plaintiff Anhui Guoci Handbags Co., Ltd for summary judgment in its favor on the Second Cause of Action (breach of contract) against Defendant Verge Marketing Inc. t/a Verge Creative Group is **GRANTED**; and it is further

ORDERED that the parties settle a final judgment pursuant to 22 NYCRR 202.48, returnable to the Court on **Monday, May 19, 2026**.

This constitutes the Decision and Order of the Court.

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JOEL M. COHEN, J.S.C.

5/6/2026
DATE

CHECK ONE:

<input checked="" type="checkbox"/>	CASE DISPOSED		
<input checked="" type="checkbox"/>	GRANTED	<input type="checkbox"/>	DENIED

<input type="checkbox"/>	NON-FINAL DISPOSITION		
<input type="checkbox"/>	GRANTED IN PART	<input type="checkbox"/>	OTHER

APPLICATION:

SETTLE ORDER

SUBMIT ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

FIDUCIARY APPOINTMENT

REFERENCE