

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
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In re: Chapter 11
1 Global Capital LLC, *et al.*,¹ Case No. 18-19121-RAM
Debtors. (Jointly Administered)
_____/

1 Global Capital LLC, Adv. Case No. 19-01526-RAM
Plaintiff,
v.
J.E.M. Home Improvements, LLC,
Eric Murphy and Jonathan Schultz,
Defendants. _____/

**PLAINTIFF’S *EX PARTE* MOTION FOR DEFAULT FINAL JUDGMENT AND AN
AWARD OF ATTORNEY’S FEES AGAINST J.E.M. HOME IMPROVEMENTS, LLC,
ERIC MURPHY AND JONATHAN SCHULTZ**

Plaintiff 1 Global Capital LLC seeks entry of a Default Judgment and an award of attorney’s fees against Defendants J.E.M. Home Improvements, LLC (“Merchant”), Eric Murphy and Jonathan Schultz (“Guarantors”) (together, "Defendants") and in support thereof states as follows:

Background

1. On January 21, 2020, the Clerk of the Bankruptcy Court entered a Clerk’s Default

¹ The Debtors in these Chapter 11 Cases, along with the business addresses and the last four (4) digits of each Debtor’s federal tax identification number, if applicable, are: 1 Global Capital LLC, d/b/a 1 GC Collections, c/o Development Specialists, Inc.: 500 West Cypress Creek Road, Suite 400, Fort Lauderdale, FL 33009 (9517); and 1 West Capital LLC, d/b/a 1 West Collections, c/o Development Specialists, Inc.: 500 West Cypress Creek Road, Suite 400, Fort Lauderdale, FL 33009 (1711). On February 19, 2019, the Debtors registered the fictitious names “1 GC Collections” and “1 West Collections” with the Florida Department of State.

against the Defendants (D.E. 12 and D.E. 14), and thus, all factual allegations set forth in the Complaint are deemed admitted.

2. Defendants have not filed any papers in opposition to entry of Clerk's Default against them or otherwise taken any action in this case to defend against the claims set forth in the Complaint.

3. Plaintiff is entitled to the relief requested in the Complaint and a default final judgment should be entered against Defendants. Pursuant to Fed. R. Civ. P. 55 and LR-7055, the affidavit of Al Beutel, signed under penalty of perjury pursuant to 28 U.S.C. § 1746, calculating the damages sought is attached as **Exhibit A** and is incorporated by reference.

4. Pursuant to the merchant cash advance agreement between the parties that is attached as an exhibit to the complaint, Plaintiff is entitled to recover its costs and attorney's fees in the commencement and prosecution of this action.

5. Pursuant to a hybrid fee arrangement between Plaintiff and undersigned counsel, Plaintiff agreed to pay undersigned counsel a fee of \$500 for the commencement and prosecution of this action. *See In re 1 Global Capital LLC, et al.*, Case No. 18-19121, ECF Nos. 327 & 389 (Bankr. S.D. Fla.).

6. Pursuant to *Fed. R. Bankr. P. 7054*, Plaintiff seeks to recover its taxable costs in filing this action and the attorney's fees it incurred in filing and prosecuting this action in the amount of \$500.

Requested Relief

7. Plaintiff requests the Court enter Default Final Judgment against Defendants, J.E.M. Home Improvements, LLC, Eric Murphy and Jonathan Schultz, in the amount of \$28,839.53 together with attorney's fees in the amount of \$500.00 and post-judgment interest at

the statutory rate and award all taxable costs.

WHEREFORE, Plaintiff requests the Court: (i) grant this Motion; (ii) enter a Default Final Judgment against Defendants; (iii) award Plaintiff attorney's fees in the amount of \$500; (iv) award Plaintiff's taxable costs and (v) grant such other and further relief as this Court deems just and proper.

Respectfully Submitted,
PERLMAN, BAJANDAS, YEVOLI &
ALBRIGHT, P.L.
*Special Litigation Counsel to the Debtors in
Possession*
283 Catalonia Avenue, Suite 200
Miami, Florida 33134
Telephone: 305.377.0086
Facsimile: 305.377.0781
By: /s/ Jonathan S. Feldman
Jonathan S. Feldman
Florida Bar No. 12682
jfeldman@pbyalaw.com
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the forgoing has been served this
20th day of May 2020.

By: /s/Jonathan S. Feldman

VIA U.S. MAIL

J.E.M. Home Improvements, LLC
C/O Jonathan Schultz
4115 SE 11th St.
Des Moines, IA, 50315

Eric Murphy
4115 Southeast 11th Street
Des Moines, IA 50315

Jonathan Schultz
503 1st Street Southeast
Saint Stephen, MN 56375

Defendants failed to pay all amounts due and owing under the terms of the contract. The merchant cash advance agreement that is the subject of this lawsuit is attached as an exhibit to the Complaint.

2. I have reviewed Plaintiff's *Ex Parte* Motion for Default Final Judgment (the "Motion for Default"). I have also reviewed the books and records of Plaintiff with respect to the merchant cash advance agreement that is the subject of this litigation.

3. Pursuant to the books and records of Plaintiff, the amount of \$28,839.53 is owed to Plaintiff with respect to the merchant cash advance agreement.

4. This Affidavit is made upon my knowledge and the purpose of this Affidavit is to support the relief sought in the Motion for Default Final Judgment.

FURTHER AFFIANT SAYETH NAUGHT.

I declare (or certify, verify, or state) under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

APR, 22, 2020



Al Beutel