

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

www.flsb.uscourts.gov

In re:
1 GLOBAL CAPITAL LLC, *et. al.*,¹

CASE NO.: 18-19121-BKC-RAM
CHAPTER 11

(Jointly Administered)

Debtors.

_____ /

RAPID FINANCIAL SERVICES, LLC,

Plaintiff,

ADV. CASE NO.: 19-01776-RAM

v.

ESCO SERVICES, LLC and SHERRY
SERGI,

Defendant.

_____ /

**PLAINTIFF'S *EX PARTE* MOTION FOR DEFAULT FINAL JUDGMENT
AGAINST ESCO SERVICES, LLC AND SHERRY SERGI
(Declaration of Amounts Due Attached)**

Rapid Financial Services, LLC (the "Plaintiff"), by and through undersigned counsel, moves (the "Motion") for the entry of a Default Final Judgment against defendants Esco Services, LLC and Sherry Sergi (collectively, the "Defendants"), in the form attached as **Exhibit A** in the amounts set forth in the Declaration attached as **Exhibit B**. In support of this Motion (the "Motion"), the Plaintiff states:

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.

1. On October 11, 2019, 1 Global Capital LLC filed the complaint [ECF No. 1](the “Complaint”) against the Defendants for breach of contract and guaranty, seeking damages in the amount of \$106,378.91, plus attorneys’ fees, pre-judgment interest and costs. A declaration calculating the amounts due is attached as **Exhibit B**.

2. On March 5, 2020, the Clerk of the Bankruptcy Court entered Clerk’s Defaults [ECF Nos. 8 & 9] against the Defendants.

3. On January 21, 2021, the Court entered its *Order Granting Rapid Financial Services, LLC’s Ex Parte Motion to Substitute Plaintiff Pursuant to Sale Order* [ECF No. 20](the “Substitution Order”).

4. To date, the Defendants have not filed any papers in opposition to the entry of Clerk’s Defaults against them or otherwise taken any action in this case to defend against the claims set forth in the Complaint.

5. Plaintiff is entitled to the relief requested in the Complaint and a default final judgment should be entered against Defendants.

6. Pursuant to Rule 55 of the Federal Rules of Civil Procedure and Local Rule 7055-1, the affidavit of Matthew Marshall, signed under penalty of perjury pursuant to 28 U.S.C. § 1746, calculating the damages sought, is attached hereto as **Exhibit B** and is incorporated by reference.

WHEREFORE, the Plaintiff respectfully requests that this Court: (1) grant the Motion; (2) enter a Default Final Judgment against the Defendants Esco Services, LLC and Sherry Sergi, in the form attached as **Exhibit A**; and (3) grant such other and further relief as the Court deems just and proper.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Motion was served to all counsel of record and interested parties registered to receive electronic noticing in this case via the Court's CM/ECF and/or by U.S. Mail on February 9, 2021 as listed on the attached service list.

MARKOWITZ RINGEL TRUSTY & HARTOG, P.A.

Counsel for the Plaintiff

9130 South Dadeland Blvd., Suite 1800

Miami, FL 33156

Tel: (305) 670-5000

Fax: (305) 670-5011

By: /s/ Alan R. Rosenberg

ALAN R. ROSENBERG

Fla. Bar No.: 92004

arosenberg@mrthlaw.com

SERVICE LIST

Electronic Mail Notice List

The following is the list of **parties** who are currently on the list to receive email notice/service for this case.

- **Jonathan S. Feldman** feldman@katiephang.com, service@katiephang.com

Via U.S. Mail

ESCO Services, LLC
119 Commerce Way Suite F
Sanford, FL 32771

Sherry Sergi
2139 Hontoon Rd
DeLand, FL 32720

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
www.flsb.uscourts.gov

In re:
1 GLOBAL CAPITAL LLC, *et. al.*,

Debtors.

CASE NO.: 18-19121-BKC-RAM
CHAPTER 11

(Jointly Administered)

RAPID FINANCIAL SERVICES, LLC,

Plaintiff,

ADV. CASE NO.: 19-01776-RAM

v.

ESCO SERVICES, LLC and SHERRY
SERGI,

Defendant.

**DEFAULT FINAL JUDGMENT AGAINST ESCO
SERVICES, LLC AND SHERRY SERGI**

THIS CAUSE came before the Court upon the *Plaintiff's Ex Parte Motion for Default Final Judgment Against Esco Services, LLC and Sherry Sergi* [ECF No. ____] (the "Motion") filed by the Plaintiff, Rapid Financial Services, LLC (the "Plaintiff"). The Court, having reviewed the Motion and the Court's electronic docket, having noted the Entry of Default [ECF Nos. 8 & 9] after the Defendants' failure to timely respond, and the allegations of the Complaint being deemed admitted, does

ORDER AND ADJUDGE as follows:

1. Final Judgment is entered in favor of Plaintiff, Rapid Financial Services, LLC, 4500 East West Highway, 6th Floor, Bethesda, Maryland 20814, and against Defendant, **ESCO SERVICES, LLC**, 119 Commerce Way Suite F, Sanford, Florida 32771, as to Count I of the Complaint.

2. Final Judgment is entered in favor of Plaintiff, Rapid Financial Services, LLC, 4500 East West Highway, 6th Floor, Bethesda, Maryland 20814, and against Defendant, **SHERRY SERGI**, 2139 Hontoon Road, DeLand, Florida 32720, as to Count II of the Complaint.

3. The Plaintiff shall recover from Defendant, **ESCO SERVICES, LLC**, the sum of **\$106,378.91**, which amount shall bear interest from this date forward at the prevailing legal rate of interest, for which let execution issue.

4. The Plaintiff shall recover from Defendant, **SHERRY SERGI**, the sum of **\$106,378.91**, which amount shall bear interest from this date forward at the prevailing legal rate of interest, for which let execution issue.

5. Pursuant to Fed. R. Bankr. P. 7069 and Fla. R. Civ. P. 1.560, Defendant shall complete under oath Fla. R. Civ. P. Form 1.977 (Fact Information Sheet), including all required

attachments, within 45 days of the order or such other reasonable time as determined by the Court.

Failure to obey the order may be considered contempt of court.

###

Submitted by:

Alan R. Rosenberg, Esq.

Markowitz, Ringel, Trusty & Hartog, P.A.

Counsel to Plaintiff

9130 South Dadeland Boulevard, Suite 1800, Miami, FL 33156

Tel: (305) 670-5000

Copies to:

Alan R. Rosenberg, Esq.

(Attorney Rosenberg is directed to mail a copy of this Order to all interested parties and to file a certificate of service).

EXHIBIT B

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

www.flsb.uscourts.gov

In re:
1 GLOBAL CAPITAL LLC, *et. al.*,

CASE NO.: 18-19121-BKC-RAM
CHAPTER 11

Debtors.

(Jointly Administered)

RAPID FINANCIAL SERVICES, LLC,

Plaintiff,

ADV. CASE NO.: 19-01776-RAM

v.

ESCO SERVICES, LLC and SHERRY
SERGI,

Defendant.

**DECLARATION OF MATTHEW MARSHALL IN SUPPORT OF PLAINTIFF'S
EX PARTE MOTION FOR DEFAULT FINAL JUDGMENT AGAINST
ESCO SERVICES, LLC AND SHERRY SERGI**

Matthew Marshall, Legal Collections Specialist for the Plaintiff, under penalty of perjury, states as follows:

1. The Plaintiff commenced the instant adversary proceeding upon filing of a Complaint [ECF No. 1] against the Defendants, with respect to a merchant cash advance agreement in which the 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 the *Plaintiff's Ex Parte Motion for Default Final Judgment Against Esco Services, LLC and Sherry Sergi* (the "Motion for Default Judgment"). I have also reviewed the books and records of the Plaintiff, with respect to the merchant cash advance agreement that is the subject of this litigation.

3. Pursuant to the books and records of the Plaintiff, and as a result of this Court's *Order Approving (A) Sale of Assets Other Than in the Ordinary Course of Business Free and Clear of Liens and (B) Granting Related Relief* [Main Case, ECF No. 2437](the "Sale Order"), the amount of \$106,378.91 is owed to the Plaintiff with respect to the merchant cash advance agreement.

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

Declaration - 28 U.S.C. § 1746

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 8, 2021.

/s/ Matthew J. Marshall
Matthew Marshall