

New 594 Broadway Assoc. LLC v Moon

2020 NY Slip Op 33252(U)

October 1, 2020

Supreme Court, New York County

Docket Number: 656730/2019

Judge: Laurence L. Love

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This opinion is uncorrected and not selected for official publication.

**SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY**

PRESENT: HON. LAURENCE L. LOVE PART IAS MOTION 63M

Justice

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NEW 594 BROADWAY ASSOCIATES LLC,

Plaintiff,

- v -

RICHARD MOON, RICHARD F. MOON & ASSOCIATES,
LLC, MOON DEVELOPMENT SERVICES GROUP, LLC

Defendant.

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INDEX NO. 656730/2019

MOTION DATE 09/18/2020

MOTION SEQ. NO. 001

**DECISION + ORDER ON
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 001) 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23

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

Upon the foregoing documents, the motion is decided as follows:

Plaintiff commenced this action by filing of a summons and complaint on November 13, 2019. On December 19, 2019, plaintiff completed service upon defendant, Richard Moon pursuant to CPLR 308(4). On November 18, 2019, defendants, Moon Development Services Group (“MDSC”) and Richard F. Moon & Associates, LLC (“RFMA”) were served pursuant to LLC Law Section 303. On January 15, 2020, plaintiff mailed an additional copy of the summons and complaint to each defendant pursuant to CPLR 3215(g). As such, all defendants are now in default.

Plaintiff demonstrated the merits of their claim by submitting the affidavit of Donna Vogel Siciliani, senior managing director of GFP Real Estate, LLC, the managing agent for Plaintiff, together with the relevant commercial leases and payment records as part of their motion (see, CPLR 3215[f]; *Henriquez v. Purins*, 245 AD2d 337 [2nd Dept 1997]; *Rafiq v. Weston*, 171 AD2d 783 [2nd Dept 1991]; *Woodson v. Mendon Leasing Corp.*, 100 NY2d 62 [NY 2003]). Said documents establish that Defendant RFMA owes Plaintiff a total of \$89,532.44 in unpaid rent,

additional rent and other charges through January 1, 2020, for Suites 509 & 917 under the RFMA Lease, and Defendant MDSC owes Plaintiff a grand total of \$162,260.78 in unpaid rent, additional rent and other charges through January 1, 2020. Plaintiff further established that defendant, Richard Moon, personally guaranteed payment on both leases. As such, it is hereby, ORDERED, that Plaintiff's motion for a default judgment is granted; and it is further ORDERED, that Plaintiff be awarded a money judgment on its first cause of action for breach of contract in the amount of \$89,532.44 against the Defendant Richard F. Moon pursuant to the RFMA Lease, and the Clerk shall enter judgment accordingly; and it is further, ORDERED, that Plaintiff be awarded a money judgment on its second cause of action for breach of contract in the amount of \$89,532.44 against the Defendant RFMA, and the Clerk shall enter judgment accordingly; and it is further, ORDERED, that Plaintiff be awarded a money judgment on its third cause of action for breach of contract in the amount of \$72,728.34 against the Defendant Richard F. Moon pursuant to the Visual Media Lease, and the Clerk shall enter judgment accordingly; and it is further, ORDERED, that Plaintiff be awarded a money judgment on its fourth cause of action for breach of contract in the amount of \$162,260.78 against the Defendant Moon Development, and the Clerk shall enter judgment accordingly; and it is further, ORDERED, that Plaintiff be awarded a money judgment on its fifth cause of action for unjust enrichment in the amount of \$89,532.44 against Defendant Richard F. Moon pursuant to the RFMA Lease, and the Clerk shall enter judgment accordingly; and it is further, ORDERED, that Plaintiff be awarded a money judgment on its sixth cause of action for unjust enrichment in the amount of \$89,532.44 against Defendant RFMA, and the Clerk shall enter judgment accordingly; and it is further,

ORDERED, that Plaintiff be awarded a money judgment on its seventh cause of action for unjust enrichment in the amount of \$72,728.34 against Defendant Richard F. Moon pursuant to the Visual Media Lease, and the Clerk shall enter judgment accordingly; and it is further,

ORDERED, that Plaintiff be awarded a money judgment on its eighth cause of action for unjust enrichment in the amount of \$162,260.78 against Defendant Moon Development, and the Clerk shall enter judgment accordingly; and it is further,

ORDERED, that Plaintiff be awarded a default judgment on the issue of liability with respect to its ninth cause of action for legal fees against Defendant Richard F. Moon, and a hearing or inquest to be held on the amount of damages owed by Defendant Richard F. Moon pursuant to the RFMA Lease,

ORDERED, that Plaintiff be a default judgment on the issue of liability with respect to its tenth cause of action for legal fees against Defendant RFMA, and a hearing or inquest to be held on the amount of damages owed by Defendant RFMA,

ORDERED, that Plaintiff be awarded a default judgment on the issue of liability with respect to its eleventh cause of action for legal fees against Defendant Richard F. Moon, and a hearing or inquest to be held on the amount of damages owed by Defendant Richard F. Moon pursuant to the Visual Media Lease,

ORDERED, that Plaintiff be awarded a default judgment on the issue of liability with respect to its twelfth cause of action for legal fees against Defendant Moon Development, and a hearing or inquest to be held on the amount of damages owed by Defendant Moon Development, and

ORDERED, that the CLERK OF THE TRIAL SUPPORT OFFICE upon service upon him of a conformed copy of this Order, is directed to assign this action to an appropriate IAS Part for the purposes of taking an inquest or hearing or assessment to determine the amount of due, including

attorneys fees, by Defendants to Plaintiff, upon filing of a Request for Judicial Intervention, a note of issue and payment of the proper fees.

10/1/2020

DATE



LAURENCE L. LOVE, J.S.C.

CHECK ONE:

CASE DISPOSED

NON-FINAL DISPOSITION

GRANTED

DENIED

GRANTED IN PART

OTHER

APPLICATION:

SETTLE ORDER

SUBMIT ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

FIDUCIARY APPOINTMENT

REFERENCE