

**Governor's Off. of Storm Recovery of the Hous. Trust  
Fund Corp. v Richmond Constr. Inc.**

2024 NY Slip Op 30107(U)

January 9, 2024

Supreme Court, New York County

Docket Number: Index No. 651919/2023

Judge: Louis L. Nock

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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. LOUIS L. NOCK **PART** **38M**

*Justice*

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GOVERNOR'S OFFICE OF STORM RECOVERY OF THE  
HOUSING TRUST FUND CORPORATION,

Plaintiff,

**INDEX NO.** 651919/2023

**MOTION DATE** 09/28/2023

**MOTION SEQ. NO.** 001

- v -

RICHMOND CONSTRUCTION INC. and RICHIE DHILLON,

Defendants.

**DECISION + ORDER ON  
MOTION**

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The following e-filed documents, listed by NYSCEF document numbers (Motion 001) 6, 7, 8, 9, 10, 11, 12, 13, and 14

were read on this motion for DEFAULT JUDGMENT.

LOUIS L. NOCK, J.

Upon the foregoing documents, the motion seeking entry of a default judgment is granted, on default and without opposition, in accordance with the following memorandum decision

**Background**

Plaintiff, the Governor’s Office of Storm Recovery (“plaintiff”), now known as the Office of Resilient Homes and Communities (Lozito aff., NYSCEF Doc. No. 7, ¶ 1), is an executive office of the State of New York, located within the Housing Trust Fund Corporation (complaint, NYSCEF Doc. No. 1, ¶ 1). It was created to “centralize recovery and rebuilding efforts” following major storms, and assists homeowners and local municipalities by “repairing and future-proofing properties throughout New York State” (*id.*, ¶ 2).

On May 10, 2018, plaintiff entered into a contract with defendant Richmond Construction Inc. (“RCI”) to “perform electrical, plumbing, and residential elevation services at eleven

different projects” (Lozito aff., NYSCEF Doc. No. 7, ¶¶ 3-4). As more fully set forth in the affidavit of Paul Onyx Lozito, plaintiff’s Chief Strategy and Program Officer, RCI breached its obligations to plaintiff in several different ways, including, but not limited to, failing to provide valid payment and performance bonds to cover unfinished work (*id.*, ¶¶ 8-10, 20-22, 25-27), failing to comply with the Davis-Bacon Act, codified at 40 USC §§ 3141, *et seq.*, regarding paying workers the prevailing wage (*id.*, ¶¶ 11-13), failing to pay subcontractors (*id.*, ¶¶ 29-31, 33-35, 37-39), and failing to perform the work properly and indemnify plaintiff for loss of warranty, and other problems (*id.*, ¶¶ 14-16, 41-42). In addition, plaintiff alleges fraud by defendant Richie Dhillon, RCI’s principal. Specifically, plaintiff asserts that Dhillon forged five payment and performance bonds and submitted them to plaintiff on April 13, 2021, with reference to three of the various projects RCI worked on, intending that plaintiff would pay RCI for work on the supposedly bonded projects (*id.*, ¶¶ 44-48). At various points thereafter, RCI represented to plaintiff that it had verified the bonds (*id.*, ¶¶ 49-51). The total amount of plaintiff’s alleged damages against both defendants is \$7,941,355.15 (*id.*, ¶¶ 57-61).

Plaintiff commenced this action on April 19, 2023 (summons and complaint, NYSCEF Doc. No. 1). Affidavits of service, regular on their faces, attest to service on Dhillon by delivery and mailing to his place of business pursuant to CPLR 308(2), with service complete as of May 30, 2023 (NYSCEF Doc. No. 4), and on RCI by service on the Secretary of State on May 15, 2023, pursuant to Business Corporations Law § 306(b) (NYSCEF Doc. No. 5). An affirmation of additional service filed in support of the motion attests to the requisite additional mailing pursuant to CPLR 3215(g)(4)(i) on June 22, 2023, more than twenty days in advance of entry of judgment (Gomez aff., NYSCEF Doc. No. 8, ¶ 6). Defendants’ time to respond to the complaint

has expired, and they have neither appeared nor answered the complaint. Moreover, there is no opposition to the motion.

### **Standard of Review**

A plaintiff that seeks entry of a default judgment for a defendant's failure to answer must submit proof of service of the summons and complaint upon the defendant, proof of the facts constituting the claim, and proof of the defendant's default (CPLR 3215[f]). “The standard of proof is not stringent, amounting only to some firsthand confirmation of the facts” (*Feffer v Malpeso*, 210 AD2d 60, 61 [1st Dept 1994]). “[D]efaulters are deemed to have admitted all factual allegations contained in the complaint and all reasonable inferences that flow from them” (*Woodson v Mendon Leasing Corp.*, 100 NY2d 62, 71 [2003]). Nevertheless, “CPLR 3215 does not contemplate that default judgments are to be rubber-stamped once jurisdiction and a failure to appear have been shown. Some proof of liability is also required to satisfy the court as to the prima facie validity of the uncontested cause of action” (*Guzetti v City of N.Y.*, 32 AD3d 234, 235 [1st Dept 2006] [internal quotations and citations omitted]).

### **Discussion**

Plaintiff has satisfied its burden on the motion by submission of the affidavits of service on defendants (NYSCEF Doc. Nos. 4, 5) and the affirmation of additional mailing on RCI (NYSCEF Doc. No. 8, ¶ 6), the affirmations of plaintiff's counsel Marisa G. Gomez, Esq., attesting to defendants' default (*id.*, ¶¶ 4-5; NYSCEF Doc. No. 9, ¶¶ 4-5), and Lozito's affidavit, which attests to the facts alleged in the complaint and the amount of plaintiff's damages (NYSCEF Doc. No. 7). Defendants have never appeared in the action, nor did they submit any opposition to the motion. Plaintiff is, therefore, entitled to entry of a default judgment against defendants.

Accordingly, it is

ORDERED that the motion is granted; and it is further

ORDERED that the Clerk of the Court is directed to enter judgment in favor of plaintiff and against defendant Richmond Construction Inc. in the amount of \$7,941,355.15, of which amount defendant Richie Dhillon is jointly and severally liable to the extent of \$7,428,929.25, with interest thereon at the statutory rate from November 9, 2020,<sup>1</sup> through entry of judgment, as calculated by the Clerk, and continuing to so accrue thereafter through satisfaction of judgment, together with costs and disbursements as taxed by the Clerk upon submission of an appropriate bill of costs.

This constitutes the decision and order of the court.

ENTER:



<u>1/9/2024</u> DATE		<u>LOUIS L. NOCK, J.S.C.</u>
CHECK ONE:	<input checked="" type="checkbox"/> CASE DISPOSED	<input type="checkbox"/> NON-FINAL DISPOSITION
	<input checked="" type="checkbox"/> GRANTED <input type="checkbox"/> DENIED	<input type="checkbox"/> GRANTED IN PART <input type="checkbox"/> OTHER
APPLICATION:	<input type="checkbox"/> SETTLE ORDER	<input type="checkbox"/> SUBMIT ORDER
CHECK IF APPROPRIATE:	<input type="checkbox"/> INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/> FIDUCIARY APPOINTMENT <input type="checkbox"/> REFERENCE

<sup>1</sup> “Where such damages were incurred at various times, interest shall be computed upon each item from the date it was incurred or upon all of the damages from a single reasonable intermediate date” (CPLR 5001[b]; *Kachkovskiy v Khlebopros*, 164 AD3d 568, 572 [2d Dept 2018]).