

**Urrego v 11:11 Rest. Lounge**

2025 NY Slip Op 33332(U)

September 5, 2025

Supreme Court, New York County

Docket Number: Index No. 160091/2024

Judge: Leslie A. Stroth

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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. LESLIE A. STROTH PART 12M**

*Justice*

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**INDEX NO. 160091/2024**

ELIZABETH URREGO,

Plaintiff,

**MOTION DATE 01/15/2025,  
01/15/2025**

- v -

**MOTION SEQ. NO. 001 001**

11:11 RESTAURANT LOUNGE, 211 SPORT BAR INC  
D/B/A 11:11 RESTAURANT LOUNGE, GROW  
HOSPITALITY GROUP CORP. and 3950 REALTY CORP.,

Defendants.

**DECISION + ORDER ON  
MOTION**

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The following e-filed documents, listed by NYSCEF document number (Motion 001) 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 25, 26, 39, 40, 41, 42, 49

were read on this motion to/for JUDGMENT - DEFAULT

The following e-filed documents, listed by NYSCEF document number (Motion 001) 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 25, 26, 39, 40, 41, 42, 49

were read on this motion to/for JUDGMENT - DEFAULT

Plaintiff Elizabeth Urrego brings this action to recover damages for personal injuries sustained on March 24, 2024, when she fell while traversing an internal stairway at the premises located at 3964 10th Avenue, New York, New York. Plaintiff commenced this action alleging that defendants 11:11 Restaurant Lounge, 211 Sport Bar Inc d/b/a 11:11 Restaurant Lounge (211 Sport Bar), Grow Hospitality Group Corp. (Grow Hospitality) and 3950 Realty Corp. (3950 Realty) (collectively, defendants) owned or leased the subject premises and were negligent in their control, management, operation, and maintenance of it.

Plaintiff now moves, pursuant to CPLR 3215, for entry of a default judgment against all defendants for their failure to answer or otherwise appear in this action. 211 Sport Bar opposes. For the reasons set forth below, the motion is granted in part.

A motion for a default judgment must be supported with “proof of service of the summons and the complaint[,] ... proof of the facts constituting the claim, the default and the amount due” (CPLR 3215 [f]). The plaintiff must offer “some proof of liability ... to satisfy the court as to the prima facie validity of the uncontested cause of action” (*Feffer v Malpeso*, 210 AD2d 60, 61 [1st Dept 1994]). “The standard of proof is not stringent, amounting only to some firsthand confirmation of the facts” (*id.*). A party in default “admits all traversable allegations in the complaint, including the basic allegation of liability, but does not admit the plaintiff’s conclusion as to damages” (*Rokina Opt. Co. v Camera King*, 63 NY2d 728, 730 [1984]).

As an initial matter, the motion as against 211 Sport Bar and 3950 Realty is permitted to be withdrawn in accordance with the stipulation dated June 6, 2025 (NY St Cts Elec Filing [NYSCEF] Doc No. 49).

The motion as against defendant 11:11 Restaurant Lounge is denied. “11:11 Restaurant Lounge” is not a separate legal entity amenable to suit (NYSCEF Doc No. 13, Ma affirmation, exhibit D at 2), and 211 Sport operates as “11:11 Restaurant Lounge” (NYSCEF Doc No. 25, Klootwyk affirmation, ¶ 1). In any event, plaintiff has not tendered proof of service of process upon defendant 11:11 Restaurant Lounge as an entity separate from 211 Sport Bar.

As to Grow Hospitality, plaintiff has shown it served this defendant with process pursuant to CPLR 311 and Business Corporation Law § 306 by delivering duplicate copies of the summons, complaint and notice of electronic filing to the Secretary of State on November 25, 2024 (NYSCEF Doc No. 15, Ma affirmation, exhibit F). Service upon Grow Hospitality was complete when the Secretary of State was served (*see Fisher v Lewis Constr. NYC Inc.*, 179 AD3d 407, 405 [1st Dept 2020]), and plaintiff has demonstrated that Grow Hospitality has not answered or appeared within the time prescribed in CPLR 320 and 3012 (c). A letter, to which copies of the summons and

complaint were attached, advising Grow Hospitality that it had been served with process establishes plaintiff's compliance with CPLR 3215 (g) (4) (NYSCEF Doc No. 18, Ma affirmation, exhibit I at 5).

On the merits, "[l]iability for a dangerous condition is generally predicated on ownership, control or a special use of the property" (*Colon v Corporate Bldg. Groups, Inc.*, 116 AD3d 414, 414 [1st Dept 2014]). Plaintiff's averments in her affidavit that she slipped on a "wet, slippery, liquid, foreign substance on a staircase within 11:11 Restaurant Lounge" and that defendants, including Grow Hospitality, owned, operated, managed, leased, maintained or controlled the premises (NYSCEF Doc No. 19, Ma affirmation, exhibit J, plaintiff aff, ¶¶ 2 and 4) is sufficient to establish the prima facie validity of her claim.

Accordingly, it is

ORDERED that the part of the motion brought by plaintiff Elizabeth Urrego for a default judgment against defendants 211 Sport Bar Inc d/b/a 11:11 Restaurant Lounge and 3950 Realty Corp. is permitted to be withdrawn (NYSCEF Doc No. 49); and it is further

ORDERED that the part of plaintiff's motion for a default judgment against defendant 11:11 Restaurant Lounge is denied; and it is further

ORDERED that the part of plaintiff's motion for a default judgment against defendant Grow Hospitality Group Corp. is granted, without opposition, but only as to the issue of said defendant's liability; and it is further

ORDERED that an inquest and assessment of damages as against defendant Grow Hospitality Group Corp. shall be held at the time of trial or other disposition of the action against the remaining defendants.

9/5/2025

DATE



HON. LESLIE A. KROTH

CHECK ONE:

CASE DISPOSED

NON-FINAL DISPOSITION

J.S.C.

GRANTED

DENIED

GRANTED IN PART

OTHER

APPLICATION:

SETTLE ORDER

SUBMIT ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

FIDUCIARY APPOINTMENT

REFERENCE