

Leo Kayser, III, P.C. v Glodek

2025 NY Slip Op 34155(U)

October 23, 2025

Supreme Court, New York County

Docket Number: Index No. 653578/2024

Judge: Judy H. Kim

Cases posted with a "30000" identifier, i.e., 2013 NY Slip Op 30001(U), are republished from various New York State and local government sources, including the New York State Unified Court System's eCourts Service.

This opinion is uncorrected and not selected for official publication.

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

PRESENT: HON. JUDY H. KIM PART 04

Justice

-----X

LEO KAYSER, III, P.C.,

Plaintiff,

- v -

KEVIN GLODEK,

Defendant.

-----X

INDEX NO. 653578/2024

MOTION DATE 06/29/2025

MOTION SEQ. NO. 001

**DECISION + ORDER ON
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 001) 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20

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

Upon the foregoing documents, plaintiff’s motion for default judgment is granted on default and for the reasons set forth below.

Plaintiff commenced this action on July 18, 2023, asserting claims for breach of contract, unjust enrichment, quantum meruit and accounts stated, based on defendant’s alleged failure to make payments for legal services rendered by plaintiff (NYSCEF Doc No. 1, complaint). Plaintiff alleges that Glodek retained plaintiff for its legal services and failed to pay invoices throughout his legal representation starting from November 2022 through July 2023 and that Glodek owes \$71,839.47 (*id.* at 5). The retainer agreement also accounted for interest to be applied at a rate of one percent per month where the invoice was not paid within thirty days. In his affirmation, Leo Kayser III, Esq., principal of plaintiff, alleges that additional interest has accrued from August 2023 to present, bringing the total outstanding amount to \$78,557.00 (NYSCEF Doc No. 12, Kayser aff at 2).

On June 29, 2025, plaintiff moved, pursuant to CPL 3215, for a default judgment against Glodek.

DISCUSSION

Plaintiff's motion for a default judgment is granted. To establish its entitlement to a default judgment pursuant to CPLR 3215, plaintiff is required to submit proof of: (1) its service of the summons and complaint; (2) the facts constituting the claim; and (3) defendant's default in answering or appearing (*see Gordon Law Firm, P.C. v Premier DNA Corp.*, 165 NYS3d 691 [1st Dept 2022]). In addition, where, as here, "a default judgment based upon nonappearance is sought against a natural person in an action based upon nonpayment of a contractual obligation an affidavit shall be submitted that additional notice has been given by or on behalf of the plaintiff at least twenty days before the entry of such judgment, by mailing a copy of the summons by first-class mail to the defendant at his place of residence..." (CPLR 3215[g][3][i]).

Here, plaintiff has established service of the summons and complaint, pursuant to CPLR 308(2), by leaving a copy of the summons and complaint with Ruby Sandhu, Glodek's co-resident and a person of suitable age and discretion, on September 4, 2024 (NYSCEF Doc No. 3, aff of service). An additional mailing was mailed at Glodek's last known address by first-class mail on October 1, 2024 (NYSCEF Doc No. 19, aff of additional mailing). Lastly, plaintiff includes proof of Glodek's non-military service by submitting a report from the "Department of Defense Manpower Data Center" (NYSCEF Doc No. 8, aff of military investigation).

Plaintiff has also established the facts constituting its breach of contract and accounts stated claims by submitting a copy of the retainer agreement with Glodek (NYSCEF Doc No. 13, retainer agreement), invoices showing the outstanding balances between November 2022 to July 2023 (NYSCEF Doc No. 14, invoices), and the affidavit of Leo Kayser III, Esq. in which he attests to

Glodek's failure to pay and the total amount outstanding (NYSCEF Doc No. 12, Kayser aff). Specifically, these submissions establish the elements of plaintiff's breach of contract claim (*see 34-06 73, LLC v Seneca Ins. Co.*, 39 NY3d 44, 52 [2022] [breach of contract claim requires formation of a contract, performance by plaintiff, defendant's failure to perform, and damage resulting from defendant's breach]). In addition, the retainer agreement and invoices are sufficient to provide proof of the facts constituting plaintiff's fourth causes of action (*see Morrison Cohen Singer and Weinstein, LLP v Waters*, 13 AD3d 51, 52 [1st Dept 2004] ["plaintiff's invoices were retained without any objection for a sufficient length of time as a matter of law to establish defendant's liability on the account stated cause of action"]). Finally, plaintiff has established Glodek's default through the affirmation of its counsel, John J. Thompson, Esq. (NYSCEF Doc No. 16, Thompson aff at 4). However, the motion is denied as to plaintiff's unjust enrichment and quantum meruit claims, as duplicative of the breach of contract claim (*see Globalx, Inc. v Hogwarts Capital, LLC*, 226 AD3d 535 [1st Dept 2024]).

Accordingly, it is

ORDERED that plaintiff's motion for a default judgment is granted without opposition as to plaintiff's first and fourth cause of action, for breach of contract and account stated, and otherwise denied; and it is further

ORDERED that plaintiff's second and third causes of action against defendant Kevin Glodek are deemed abandoned and are severed and dismissed; and it is further

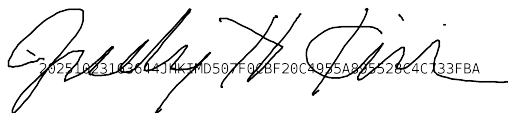
ORDERED that the Clerk of the Court shall enter judgment in favor of Leo Kayser, III, P.C. and as against Kevin Glodek in the amount of \$78,557.00, together with costs and disbursements as taxed by the Clerk of the Court, and that plaintiffs shall have execution thereof; and it is further

ORDERED that plaintiff shall, within twenty days from the date of this decision and order, serve a copy of this decision and order, with notice of entry, on defendant as well as the Clerk of the General Clerk’s Office (60 Centre Street, Room 119); and it is further

ORDERED that such service upon the Clerk shall be made in accordance with the procedures set forth in the Protocol on Courthouse and County Clerk Procedures for Electronically Filed Cases (accessible at the “E-Filing” page on the court’s website); and it is further

ORDERED that the Clerk shall enter judgment accordingly.

This constitutes the decision and order of the court.



002710231036443443MD507F02BF20C4855A05520C4C133FBA

10/23/2025

DATE

HON. JUDY H. KIM, 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