

**Commissioners of State Ins. Fund v
Laidlow Constr. LLC**

2025 NY Slip Op 34640(U)

December 1, 2025

Supreme Court, New York County

Docket Number: Index No. 452836/2024

Judge: Emily Morales-Minerva

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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. EMILY MORALES-MINERVA PART 42M

Justice

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INDEX NO. 452836/2024

COMMISSIONERS OF STATE INSURANCE FUND

MOTION DATE 06/05/2025

Plaintiff,

MOTION SEQ. NO. 001

- v -

LIDLAW CONSTRUCTION LLC,

DECISION + ORDER ON MOTION

Defendant.

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The following e-filed documents, listed by NYSCEF document number (Motion 001) 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18

were read on this motion to/for JUDGMENT - DEFAULT

APPREANCES:

Maidenbaum & Associates PLLC (Jeffrey A. Maidenbaum, Esq.) for plaintiff.

HON. EMILY MORALES-MINERVA, J.S.C.

In this account stated action, plaintiff COMMISSIONERS OF STATE INSURANCE FUND, moves, by notice of motion (sequence number 01), pursuant to CPLR § 3215, for an order granting it a default judgment against defendant LIDLAW CONSTRUCTION LLC, in the amount of \$6,937.65, with statutory interest on the principal amount of \$5,686.60 from November 08, 2023. Defendant does not appear or submit opposition to the motion.

For the reasons explained below, the motion (seq. no. 01) is granted.

BACKGROUND

On October 16, 2024, plaintiff COMMISSIONERS OF STATE INSURANCE FUND (plaintiff) commenced this action sounding in account stated, seeking to recover from defendant LAIDLAW CONSTRUCTION LLC (defendant) a total of \$6,937.65 -- inclusive of a 22% collection fee pursuant to section 18 of the New York State Finance Law [governing interest and collection fees assessed on debts owed to the state] -- together with interest on the principal sum of \$5,686.60 accruing from November 08, 2023 (see New York State Court Electronic Filing System [NYSCEF] Doc. No. 01, complaint). Plaintiff alleges that although it issued a workers' compensation insurance policy to defendant on July 08, 2023, defendant failed to pay the full premium amount owed (see id.).

On November 05, 2024, plaintiff served the summons and complaint upon defendant pursuant to Limited Liability Company Law § 303¹ (see NYSCEF Doc. No. 03, notarized affidavit of

¹Section 303 of the Limited Liability Company Law provides, as relevant here: "(a) Service of process on the secretary of state as agent of a domestic limited liability company or authorized foreign limited liability company shall be made in the manner provided by paragraph one or two of this subdivision. Either option of service authorized pursuant to this subdivision shall be available at no extra cost to the consumer. (1) Personally delivering to and leaving with the secretary of state or his or her deputy, or with any person authorized by the secretary of state to receive such service, at the office of the department of state in the city of Albany, duplicate copies of such process together with the statutory fee, which fee shall be a taxable disbursement. Service of process on such limited liability company shall be complete when the secretary of state is so served. The

service). Further, plaintiff provided defendant with additional notice of this action in accordance with CPLR § 3215 [g] [4] [i] (see NYSCEF Doc. No. 15, affirmation of mailing).

Defendant has not appeared, answered, or otherwise moved against the complaint. Now, plaintiff moves, by notice of motion (seq. no. 001), pursuant to CPLR § 3215, for an order granting it a default judgment against defendant.

ANALYSIS

When a defendant fails "to appear, plead or proceed to trial of an action reached and called for trial, or when the court orders a dismissal for any other neglect to proceed, the plaintiff may seek a default judgment against [the defendant]" (CPLR § 3215 [a]). To establish entitlement to a default judgment, plaintiff must file (1) proof it served defendant with the summons and complaint, and (2) "proof of the facts constituting the claim, the default, and the amount due . . . by affidavit made by the party" (CPLR § 3215 [f]; see also Woodson v Mendon Leasing Corp., 100 NY2d 62, 70 [2003] [providing that "an applicant for a default judgment [must] file 'proof by

secretary of state shall promptly send one of such copies by certified mail, return receipt requested, to such limited liability company at the post office address on file in the department of state specified for that purpose."

affidavit made by the party of the facts constituting the claim'"); 231st Riverdale LLC v 7 Star Home Furniture Inc., 198 AD3d 524, 525 [1st Dept 2021]; Feffer v Malpeso, 210 AD2d 60 [1st Dept 1994]).

In matters of default, where "the defendant fail[s] to appear, and the plaintiff does not have the benefit of discovery, the supporting affidavit "need only allege enough facts to enable a court to determine that a viable cause of action exists" (Woodson, 100 NY2d at 70-71, citing 7 Weinstein-Korn Miller, NY Civ Prac ¶ 3215.24, at 32-326; see also B&H Flooring, LLC v Folger, 228 AD3d 809 [2d Dept 2024]). "Indeed, defaulters are deemed to have admitted all factual allegations contained in the complaint and all reasonable inferences that flow from them" (Woodson, 100 NY2d at 71, citing Rokina Opt. Co. v Camera King, 63 NY2d 728, 730 [1984]; see also Petty v Law Off. of Robert P. Santoriella, P.C., 200 AD3d 621, 621 [1st Dept 2021] [holding: "[B]y defaulting, a defendant admits all traversable allegations contained in the complaint, and thus concedes liability, although not damages"]).

However, "'[s]ome proof of liability is . . . required to satisfy the court as to the prima facie validity of the uncontested cause of action,' but the standard of proof is 'minimal,' and 'not stringent'" (Petty, 200 AD3d at 621, quoting Joosten v Gale, 129 AD2d 531, 535 [1st Dept 1987]).

Here, plaintiff demonstrates its entitlement to entry of a default judgment against defendant by submitting, among other things, the notarized affidavit of service (NYSCEF Doc. No. 03), the affirmation of additional mailing (NYSCEF Doc. No. 15), the notarized affidavit of Kristina Nowak, receivables management supervisor for plaintiff, consisting of the facts constituting the account stated cause of action (NYSCEF Doc. No. 07), defendant's default in answering (NYSCEF Doc. No. 06), and the amount due (NYSCEF Doc. Nos. 11 [cancellation notice], 12 [final statement of account], and 13 [invoices]) (see CPLR § 3215; see also Licurgo-Villar v Samouha, 227 AD3d 619, 620 [1st Dept 2024]).

Accordingly, it is hereby

ORDERED that plaintiff's motion (seq. no. 001) for a default judgment is granted; it is further

ORDERED that the Clerk of Court is directed to enter judgment in favor of plaintiff COMMISSIONERS OF STATE INSURANCE FUND and against defendant LAIDLAW CONSTRUCTION LLC in the amount of \$6,937.65, with statutory interest on the principal amount of \$5,686.60 from November 08, 2023; it is further

ORDERED that, within twenty days from the date of this decision and order, plaintiff shall serve a copy of this order, with notice of entry, on defendant, as well as on the Clerk of

the Court, who shall enter judgment accordingly; and it is further

ORDERED that the Clerk of Court shall mark the file accordingly.

THIS CONSTITUTES THE DECISION AND ORDER OF THE COURT.

12/01/2025
DATE

Emily Morales-Minerva
EMILY MORALES-MINERVA, J.S.C.

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
APPLICATION:	<input type="checkbox"/>	SETTLE ORDER		<input type="checkbox"/> OTHER
CHECK IF APPROPRIATE:	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN	<input type="checkbox"/>	FIDUCIARY APPOINTMENT
				<input type="checkbox"/> REFERENCE