

East Dr. Hous. Dev. Corp. v Lawrence
2026 NY Slip Op 30283(U)
January 15, 2026
Supreme Court, New York County
Docket Number: Index No. 161032/2022
Judge: Emily Morales-Minerva
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**SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY**

PRESENT: HON. EMILY MORALES-MINERVA **PART** 42M
Justice
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EAST DRIVE HOUSING DEVELOPMENT CORPORATION, **INDEX NO.** 161032/2022
Plaintiff,

- v -

STEVEN M LAWRENCE, TIFFANY LAWRENCE, IMANI
MANAGEMENT, INC.
Defendant.

**DECISION AND ORDER
AFTER INQUEST**

APPEARANCES:

Judd Rothstein, Esq., New York, NY, of counsel, for
plaintiff.

Donaldson Chilliest, New York, NY (Anthony Servall
Chilliest, Esq., of counsel), for defendants Steven
Lawrence and Tiffany Lawrence.

Emily Morales-Minerva, J.S.C.

In this action for breach of a proprietary lease and breach
of fiduciary duty, plaintiff EAST DRIVE HOUSING DEVELOPMENT FUND
CORPORATION obtained a default judgment against defendant STEVEN
M. LAWRENCE on liability, among other things (see New York
State Courts Electronic Filing System [NYSCEF] Doc. No. 256,
decision and order, dated March 13, 2025). Prior to the default
judgment against defendant STEVEN M. LAWRENCE, the Court (N.
Bannon, J.S.C.), rendered a default judgment against defendant
TIFFANY LAWRENCE "on the issue of liability" only (see NYSCEF

OTHER ORDER – NON-MOTION

Doc. No. 159, decision and order, dated February 13, 2024, p 4-5), and plaintiff discontinued its action against defendant IMANI MANAGEMENT, INC. (see NYSCEF Doc. No. 183, stipulation of discontinuance, dated July 25, 2024).

This Court scheduled an inquest on damages in Part 42, on June 04, 2025, at 11:00 A.M. (see, supra, NYSCEF Doc. No. 256, decision and order, at 5). Thereafter, the Court adjourned the inquest based on the availability of plaintiff's proposed witness Marina Sitsiuhina (see NYSCEF Doc. No. 264, request for adjournment, May 02, 2025). Plaintiff made a subsequent request for an adjournment, and the Court finally rescheduled the inquest to January 15, 2026, in Part 42, from 10:00 A.M. to 1:00 P.M.

At the call of the calendar, all parties appeared, by counsel, and the Court presided over the inquest to conclusion from 10:00 A.M. to 1:00 P.M. and 2:15 PM to 3:30 P.M. on the same day. The parties provided brief opening statements, and plaintiff called one witness Marina Sitsiuhina, who testified under oath and subject to cross examination.

Marina Sitsiuhina identified herself as both an owner of a unit in the subject building of plaintiff EAST DRIVE HOUSING DEVELOPMENT CORPORATION and as certified public accountant (CPA) with a degree in finance. Marina Sitsiuhina testified that she had no previous experience conducting audits, and plaintiff made

no attempt to introduce Marina Sitsiuhina as an expert in any regard. She testified as a fact witness.

Plaintiff marked three exhibits, which were not entered into evidence, over defendants' sustained objections. Those proposed exhibits are as follows: (1) plaintiff exhibit 1, marked for evidence, described as a summary of Marina Sitsiuhina's investigation into the amount she believes defendant STEVEN LAWRENCE took over a six or seven year period from plaintiff based on her review of (a) plaintiff EAST DRIVE HOUSING DEVELOPMENT CORPORATION's "operating account" and "savings account" statement(s) from 2015 to 2021, of (b) personal credit card statements of defendant STEVEN LAWRENCE, of (c) "receipts of purchases, documentation, various items" broadly stated as supporting the transactions in the "bank statements" and of (d) "some other" statements and/or "underlying" documents; (2) plaintiff's exhibit 2, marked for evidence, a Chase Bank bank account statement, numbered 1-8, of plaintiff EAST DRIVE HOUSING DEVELOPMENT CORPORATION; and (3) plaintiff's exhibit 3, marked as evidence, a second Chase Bank bank account statement, numbered 1-8, of plaintiff EAST DRIVE HOUSING DEVELOPMENT CORPORATION.

Marina Sitsiuhina did not testify that she investigated TIFFANY LAWRENCE, and she did not testify that TIFFANY LAWRENCE caused any damages to plaintiff.

Upon cross-examination, Marina Sitsiuhina testified that she could only estimate the amount of money defendant STEVEN M. LAWRENCE took from plaintiff. She could not give an exact number of damages for the years 2015 through 2021. Sitsiuhina did not testify as to an estimate or other amount that TIFFANY LAWRENCE allegedly took from plaintiff.

Maria Sitsiuhina stood firm that the specific number of damages were set forth in her previous testimony. Further, counsel for plaintiff maintained that the submissions on previous motions -- including plaintiff's application for a default judgment -- establish the exact amount of damages.

Following plaintiff's redirect of Marina Sitsiuhina, plaintiff rested. The parties made closing statements, and the Court reserved decision.

By defaulting, defendants STEVEN M. LAWRENCE and TIFFANY LAWRENCE admitted "all traversable allegations in the complaint, including the basic allegation of liability" (Rokina Opt. Co. v Camera King, Inc., 63 NY2d 728, 730 [1984]; see also Woodson v Mendon Leasing Corp., 100 NY2d 62, 71 [2003] ["defaulters are deemed to have admitted all factual allegations contained in the complaint and all reasonable inferences that flow from them"]).

"However, 'an allegation of damage is not a traversable allegation and, therefore, a defaulting defendant does not admit the plaintiff's conclusion of damages'" (Levine v Pee Wee &

Tyson, Ltd., 2025 NY App Div LEXIS 7002, *2 [2d Dept 2025], quoting Abbas v Cole, 44 AD3d 31, 33 [2d Dept 2007] and citing Amusement Bus. Underwriters v American Intl. Group, 66 NY2d 878, 880 [1985]; Dominguez v Malecon Shipping, Inc., 211 AD3d 913, 914 [2d Dept 2022]). "Accordingly, the sole issue to be determined at the inquest was the extent of the damages sustained by the plaintiff" (Levine, 2025 NY App Div LEXIS 7002, at *2 [citations omitted]). Finally, "[t]he plaintiff [bears] the burden of setting forth a prima facie case as to damages" (id. [citations omitted]).

Here, plaintiff failed to meet its burden. The estimate of damages is unsupported by documents in evidentiary form, including account statements, original documents and/or the underlying data upon which Marina Sitsiuhina based her conclusion. As such, it is patently insufficient to warrant a judgement of over \$900,000.00 or any amount against defendants STEVEN LAWRENCE and TIFFANY LAWRENCE. Indeed, on this record, no amount has been established.

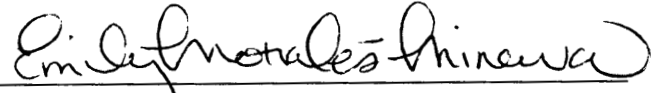
Accordingly, it is

ORDERED that plaintiff shall have a judgment for \$0.00 against defendants STEVEN LAWRENCE and TIFFANY LAWRENCE; it is further

ORDERED that the clerk shall enter judgment, accordingly; and it is further

ORDERED that plaintiff shall serve a copy of this decision and order upon defendants with notice of entry within ten days of such entry.

THIS CONSTITUTES THE DECISION AND ORDER OF THE COURT.



EMILY MORALES-MINERVA, JSC

DATE: 1/15/2026

Check One:

Case Disposed

Non-Final Disposition

Check if Appropriate:

Other (Specify _____)