

**Dom Ben Realty Corp. v Genesis Wellness & Fitness
Clubs LLC**

2026 NY Slip Op 31928(U)

May 4, 2026

Supreme Court, New York County

Docket Number: Index No. 151663/2025

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
COUNTY OF NEW YORK: PART 42M

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DOM BEN REALTY CORPORATION,

Plaintiff,

- v -

GENESIS WELLNESS AND FITNESS CLUBS
LLC, GENESIS NUTRITION AND HEALTH CLUBS
LLC, JEFFREY GENESIS

Defendants.

INDEX NO. 151663/2025

MOTION DATE 09/25/2025

MOTION SEQ. NO. 001

**DECISION + ORDER ON
MOTION**

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The following e-filed documents, listed by NYSCEF document number (Motion 001) 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19

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

APPEARANCES:

David J. Gold, P.C., New York, NY (David J. Gold, Esq. of counsel), for plaintiff.

EMILY MORALES-MINERVA, J.S.C.

In this commercial landlord-tenant action, plaintiff landlord DOM BEN REALTY CORPORATION (plaintiff) moves, pursuant to CPLR § 3215, for an order granting it leave to enter a default judgment against defendants GENESIS WELLNESS AND FITNESS CLUBS LLC, GENESIS NUTRITION AND HEALTH CLUBS LLC (commercial tenants) and JERRY GENESIS a/k/a JERRY K. ADADEVOH (guarantor) in the amount of \$132,997.88, which is inclusive of attorneys' fees, together with statutory interest from April 30, 2024.

Defendants do not appear or submit opposition to the motion (sequence number 01).

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 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]).

Here, plaintiff demonstrates its entitlement to entry of a default judgment against defendants in the amount of \$89,601.49 by submitting, among other things, the affirmations of service (NYSCEF Doc. Nos. 02-04); the affirmations of additional mailing (NYSCEF Doc. No. 15); proof of the underlying facts constituting the claim (NYSCEF Doc. Nos. 06; 08-13); proof of default (NYSCEF Doc. No. 07); and proof that defendant guarantor JERRY GENESIS a/k/a JERRY K. ADADEVOH was not in military service at the time of the default (NYSCEF Doc. No. 16) (see CPLR § 3215 [f]; see

also Licurgo-Villar v Samouha, 227 AD3d 619, 620 [1st Dept 2024]; Guzetti v City of New York, 32 AD3d 234 [1st Dept 2006]).

Plaintiff, however, fails to demonstrate its entitlement to entry of a default judgment in the amount of \$8,051.31 for "construction repairs" (see NYSCEF Doc. No. 06, affidavit of records keeper Peter P. Benedetto, II; see also NYSCEF Doc. No. 12, construction invoices dated November 14, 2023 and December 29, 2023, in the amount of \$8,051.31). Contrary to plaintiff's representations, the construction invoices pre-date both defendants' possession of the premises and their subsequent vacatur thereof (see NYSCEF Doc. No. 06, affidavit of records keeper Peter P. Benedetto, II [attesting that "after defendants vacated the [] premises on or about January 03, 2025, plaintiff had to hire contractors to repair damages caused by defendants in the sum of \$8,051.31"]; see also NYSCEF Doc. No. 08, lease agreement [noting that lease shall commence on January 1, 2024])).

Plaintiff also seeks recovery of attorneys' fees incurred in: (1) the instant action, pursuant to paragraph 19 of the lease agreement; and (2) a prior summary non-payment proceeding commenced by plaintiff in Housing Court (see NYSCEF Doc. No. 08, lease agreement, ¶ 19). While plaintiff establishes its contractual entitlement to recover reasonable attorneys' fees incurred in the instant action, plaintiff fails to demonstrate

its entitlement to recover attorneys' fees incurred in the prior Housing Court proceeding. Therefore, the Court shall conduct an inquest to determine the amount of reasonable attorneys' fees incurred in this action only.

Accordingly, it is hereby

ORDERED that plaintiff's motion (seq. no. 01) for a default judgment is granted, in part; it is further

ORDERED that the Clerk of Court is directed to enter judgment in favor of plaintiff DOM BEN REALTY CORPORATION and against defendants GENESIS WELLNESS AND FITNESS CLUBS LLC, GENESIS NUTRITION AND HEALTH CLUBS LLC and JERRY GENESIS a/k/a JERRY K. ADADEVOH, jointly and severally, in the amount of \$89,601.49, with interest at the statutory rate from April 30, 2024, together with costs and disbursements; 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 defendants, as well as on the Clerk of the Court, who shall enter judgment accordingly; it is further

ORDERED that the issue of the amount of reasonable attorneys' fees that plaintiff may recover against defendants is referred to a Special Referee to hear and determine; it is further

ORDERED that plaintiff shall, within 30 days from the date of this order, serve a copy of this order with notice of entry,

together with a completed Information Sheet, upon the Special Referee Clerk in the General Clerk's Office (Room 119), who is directed to place this matter on the calendar of the Special Referee's Part for the earliest convenient date; and it is further

ORDERED that such service upon the Special Referee 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 at the address www.nycourts.gov/supctmanh).

5/4/2026
DATE


EMILY MORALES-MINERVA, J.S.C.

CHECK ONE:	<input type="checkbox"/>	CASE DISPOSED	<input checked="" type="checkbox"/>	NON-FINAL DISPOSITION		
	<input type="checkbox"/>	GRANTED	<input type="checkbox"/>	DENIED	<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