

City of New York v Dorm2Dorm LLC

2024 NY Slip Op 31236(U)

April 9, 2024

Supreme Court, New York County

Docket Number: Index No. 450584/2023

Judge: Nicholas W. Moyne

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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. NICHOLAS W. MOYNE PART **41M**

Justice

-----X

CITY OF NEW YORK, VILDA VERA MAYUGA

Plaintiff,

- v -

DORM2DORM LLC,

Defendant.

-----X

INDEX NO. 450584/2023

MOTION DATE 05/19/2023

MOTION SEQ. NO. 001

**DECISION + ORDER ON
MOTION**

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

were read on this motion to/for JUDGMENT - DEFAULT

Upon the foregoing documents, it is

Plaintiffs, The City of New York and Vilda Vera Mayuga, as Commissioner of the New York City Department of Consumer and Worker Protection (“City”), commenced the underlying action to recover civil penalties for violations of New York City Administrative Code § 20-700 *et. seq.* and 6 RCNY § 5-09(a), alleging claims of deceptive and/or unconscionable trade practices and the failure to disclose material limitations or conditions by the defendant, Dorm2Dorm LLC. Plaintiffs now move for an order, pursuant to CPLR § 3215, directing entry of a default judgment against Dorm2Dorm, for civil penalties assessed for at least 800 counts in violation of Admin Code § 20-700, and for civil penalties assessed for at least 200 counts in violation of 6 RCNY § 5-09(a), and a consumer restitution account assessed for damages suffered by consumers, and in the total amount of \$3,753,000.

On March 2, 2023, plaintiffs, in accordance with the method of service proscribed by Limited Liability Company Law § 303, served the defendant with the summons and complaint for this action (NYSCEF Doc. No. 3). The applicable time-period in which defendant ought to

have answered or otherwise appeared has passed, and the defendant has failed to do so. On May 19, 2023, within the statutory one-year period following the defendant's default in responding to the complaint, the City filed its application seeking entry of a default judgment (*see* CPLR § 3215 [a]). In accordance with CPLR 3215 (g), plaintiffs served Dorm2Dorm with additional notice (NYSCEF Doc. No. 11).

Additionally, as required by CPLR § 3215 (f), plaintiffs have provided proof of service of the summons and complaint, the facts supporting each of its claims, the default, and the amount due, through the verified complaint and attorney affidavit with supporting exhibits (NYSCEF Doc. No. 5-8; *see Bigio v Gooding*, 213 AD3d 480, 481 [1st Dept 2023] ["To demonstrate facts constituting the claim, the movant need only proffer proof sufficient to enable a court to determine that a viable cause of action exists"]). As plaintiffs have demonstrated compliance with the statutory requirements of CPLR § 3215 *et. seq.*, the motion for entry of a default judgment is granted.

Accordingly, it is hereby

ORDERED that the motion by plaintiffs The City of New York and Vilda Vera Mayuga, as Commissioner of the New York City Department of Consumer and Worker Protection is GRANTED; and it is further

ORDERED that defendant Dorm2Dorm LLC is enjoined from publishing deceptive advertisements in violation of the Consumer Protection Law, Admin Code § 20-700 *et. seq.*, by making statements and representations on its website and social media that have the tendency or effect of deceiving or misleading consumers, including: a. Promoting moving services while lacking proper legal authority and certification; b. Promising delivery services within specified

time windows it rarely is able to provide; c. Promising “Elite Services” that it often does not provide; d. Offering an “instant rebate” that is not instant; and e. Listing reduced prices that include a rebate that is not guaranteed, without disclosing original prices anywhere; it is further

ORDERED and ADJUDGED that plaintiffs, having an address at 42 Broadway, New York, NY 10004, is granted a judgment against defendant, Dorm2Dorm LLC, having a last known address at 3323 North Paulina Street, Suite 5G, Chicago, IL 60657, in the amount of \$3,537,000, the amount of civil penalties assessed for violations and knowing violations of Admin Code § 20-700 and 6 RCNY § 5-09; and it is further

ORDERED and ADJUDGED that a consumer restitution account, in the amount of \$216,000, be established from the disgorgement of all monies received by defendant from the misleading of consumers about services advertised and available on its website, as well as monetary damages consumers suffered as a result of defendant’s trade practices; this account shall be funded by the Defendant and established as described in New York City Administrative Code § 20-703(g)(4) and pursuant to CPLR § 2601; and it is further

ORDERED and ADJUDGED that the Clerk of the Court is directed to enter judgment in favor of plaintiff and against defendant, in the amount of \$ 3,753,000, together with costs and disbursements in the amount of \$ _____ as taxed by the Clerk upon the submission of an appropriate bill of costs, for the total judgment amount of \$ _____, and that the plaintiff have execution thereof.

This constitutes the decision and order of the court.

4/9/2024
DATE


NICHOLAS W. MOYNE, J.S.C.

DATE

CLERK

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