

DOCKET NO: FBT-CV23-6123664-S

RAHEIN SMITH

V.

ROSA DELOS-ANGELES

OFFICE OF THE CLERK  
SUPERIOR COURT

2024 MAY 30 P 4: 31

JUDICIAL DISTRICT  
OF BRIDGEPORT

SUPERIOR COURT

J.D. OF BRIDGEPORT

AT BRIDGEPORT

MAY 30, 2024

**MEMORANDUM OF DECISION**

The court held a hearing in damages on January 19, 2024.

The defendant was defaulted for failure to appear on July 28, 2023.

The court notes that a “[a] default admits the material facts that constitute a cause of action ... and entry of default, when appropriately made, conclusively determines the liability of a defendant ... if the allegations of the plaintiff’s complaint are sufficient on their face to make out a valid claim for the relief requested, the plaintiff, on the entry of a default against the defendant, need not offer evidence to support those allegations ... Therefore, the only issue before the court following a default is the determination of damage ... A plaintiff ordinarily is entitled to at least nominal damages following an entry of default against a defendant in a legal action...

“In an action at law, the rule is that the entry of a default operates as a confession by the defaulted defendant of the truth of the material facts alleged in the complaint which are essential to entitle the plaintiff to some of the relief prayed. It is not the equivalent of an admission of all of the facts pleaded. The limit of its effect is to preclude the defaulted defendant from making any further defense and to permit the entry of a judgment against him on the theory that he has admitted such of the facts alleged in the complaint as are essential to such a judgment. It does not follow that the plaintiff is entitled to a judgment for the full amount of the relief

5/30/24: JDNO sent.

Notice to RJD.

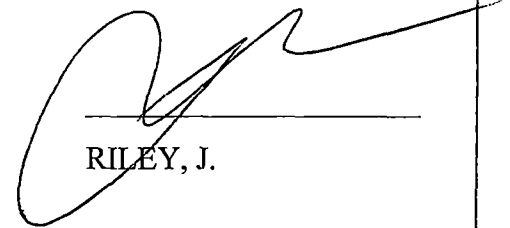
*Jean Louren*  
Asst Clerk

claimed. The plaintiff must still prove how much of the judgment prayed for in the complaint he is entitled to receive.” (Emphasis in original; internal quotation marks omitted). *Bank of New York v. National Funding*, 97 Conn. App. 133, 138-39, 902 A.2d 1073, cert. denied, 280 Conn. 925, 908 A.2d 1087 (2006).

In this case, as a consequence of the default, the court is bound by the material, factual allegations set forth in the plaintiff’s complaint. See *Mountview Plaza Associates, Inc. v. World Wide Pet Supply, Inc.*, 76 Conn. App. 627, 634, 820 A.2d 1105 (2003).

Based upon the evidence and testimony presented at the hearing in damages, the court makes the following findings:

The plaintiff sustained economic damages of \$1,000.00. The plaintiff is awarded costs in the amount of \$559.82. Judgment in favor of the plaintiff in the amount of \$1,559.82.



RILEY, J.