

State Farm Mut. Auto. Ins. Co. v Spriggs
2026 NY Slip Op 30788(U)
March 9, 2026
Supreme Court, New York County
Docket Number: Index No: 153587/2025
Judge: Matthew V. Grieco
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SUPREME COURT OF THE STATE OF NEW YORK NEW YORK COUNTY

PRESENT HON. MATTHEW V. GRIECO PART 30M

Justice

-----X INDEX NO. 153587/2025

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY,

MOTION DATE 01/29/2026

Plaintiff,

MOTION SEQ. NO. 001

- v -

LETECIA SPRIGGS, ASPEN MEDICAL SUPPLIES INC, CHAI DIAGNOSTICS, LLC, CHURCH AVENUE MEDICAL REHABILITATION, PC, CROSS BAY ORTHOPEDIC SURGERY, PC, FIND DIAGNOSTIC CHIROPRACTIC PC, MIDDLE NECK MED SUPPLY INC, MOSAIC DIAGNOSTIC IMAGING, PLLC, NEW HORIZON SUPPLY INC, NYEEQASC, LLC, ORTHOCARE SUPPLIES INC, PHARMATOPIA INC, SEDATION VACATION PERIOPERATIVE MEDICINE PLLC, SEFWAT SHENOUDA, SKY RADIOLOGY, PC, SOUTH BRONX MEDICAL REHABILITATION, PC, U.K. SINHA PHYSICIAN, PC, ULTIMATE RX PHARMACY, INC

DECISION + ORDER ON MOTION

Defendant.

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The following e-filed documents, listed by NYSCEF document number (Motion 001) 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 54, 55 were read on this motion to/for JUDGMENT - DEFAULT.

Upon the foregoing documents, and for the reasons stated infra, plaintiff's motion for a default judgment is denied without prejudice to renew.

On March 18, 2025, plaintiff, State Farm Mutual Automobile Insurance Company ("State Farm"), commenced this action for a declaratory judgment that it owes no duty to pay any no-fault claims arising out of a motor vehicle collision that allegedly occurred on August 9, 2024, on the ground that claimant defendant Letecia Spriggs materially

misrepresented her residential address in order to pay lower premiums, which constituted a breach of the no-fault regulations and violation of the policy (NYSCEF Doc. No. 1 [Summons and Complaint]).

The following defendants filed answers: claimant defendant Leticia Spriggs (March 28, 2026, NYSCEF Doc. No. 2); Aspen Medical Supplies Inc., Church Avenue Medical Rehabilitation, P.C., and South Bronx Medical Rehabilitation, P.C. (May 1, 2025, NYSEF Doc. No. 24); New Horizon Supply Inc. and Sefwat R. Shenouda, PT, a/k/a Safwat R. Shenouda, PT (July 3, 2025, NYSCEF Doc. No. 30); and Pharmatopia Inc. (July 22, 2025, NYSCEF Doc. No. 31).

On September 30, 2025, plaintiff moved for a default judgment pursuant to CPLR 3215 (NYSCEF Doc. Nos. 37-50) against all non-answering defendants (i.e. Chai Diagnostics, LLC, Cross Bay Orthopedic Surgery, P.C., Find Diagnostic Chiropractic, P.C., Middle Neck Med Supply Inc., Mosaic Diagnostic Imaging, PLLC, Nyeeqasc, LLC, Orthocare Supplies Inc., Sedation Vacation Perioperative Medicine PLLC a/k/a Sedation Vacation Periop Med, PLLC, Sky Radiology, P.C., U.K. Sinha Physician, P.C., and Ultimate Rx Pharmacy, Inc.).

A plaintiff seeking default judgment against a non-appearing defendant must move within one year of the default (*see* CPLR 3215[c]), and file proof of: (1) service of the summons and complaint, or summons with notice; (2) the facts constituting the claim; and (3) the default (*see* CPLR 3215[f]; *Bigio v Gooding*, 213 AD3d 480, 481 [1st Dept 2023]).

To establish the “facts constituting the claim,” the movant need only demonstrate “enough facts to enable a court to determine that a viable cause of action exists” (*Woodson v Mendon Leasing Corp.*, 100 NY2d 62, 71 [2003]), which can be effected by

affidavit of a party or by verified complaint, if one has been properly served (*see id.* at 70; CPLR 3215[f]). The “standard of proof is not stringent, amounting only to some firsthand confirmation of the facts” (*Joosten v Gale*, 129 AD2d 531, 535 [1st Dept 1987]).

A no-fault claim may be properly denied based on a claimant’s material misrepresentation (*see e.g. Liberty Mutual Insurance Company v Valera*, 208 AD3d 1104 [1st Dept 2022]; *Matter of Insurance Co. of N. Am. v Kaplun*, 274 AD2d 293, 298-299 [2d Dept 2000]). “A misrepresentation in an insurance application is material, voiding the policy ab initio, if, had the true facts been known, either the insurer would not have issued the policy or would have charged a higher premium” (*Starr Indem. & Liab. Co. v Monte Carlo, LLC*, 190 AD3d 441, 441–42 [1st Dept 2021], *lv dismissed* 37 NY3d 932 [2021]).

Here, plaintiff has submitted, *inter alia*: the summons and verified complaint (NYSCEF Doc. No. 1); affidavits of service (NYSCEF Doc. Nos. 4-21, 23); copies of the MV-104 reports of motor vehicle accident (NYSCEF Doc. Nos. 44-45); no-fault claims forms (NYSCEF Doc. No. 45, 47); EUO letters (NYSCEF Doc. No. 48, 50); an EUO transcript (NYSCEF Doc. No. 49); an affirmation of a State Farm investigator regarding the alleged material misrepresentation (NYSCEF Doc. No. 42); and an affirmation of counsel in support of the motion (NYSCEF Doc. No. 38).

Plaintiff has established proper service through the affidavits of service and additional service required by CPLR 3215(g)(4) (NYSCEF Doc. Nos. (40-41)).


As to the facts constituting the claim, however, plaintiff has not presented an affidavit or affirmation from an individual with personal knowledge (such as an underwriter) representing that, had Spriggs provided her true home address on the insurance application, the premium amount would have been different (*compare*

Liberty Mut. Ins. Co. v Brutus, 76 Misc3d 1201[A] [Sup Ct, NY County 2022]). The affirmations of the investigator and counsel, referencing the difference in premiums, are insufficient (see also *Valera*, 208 AD3d at 1108 [“The affidavit of the insurers’ underwriter is conclusory and not supported by relevant documentary evidence such as underwriting manuals, rules, or bulletins”])).

Accordingly, it is

ORDERED that plaintiff’s motion for a default judgment is denied, without prejudice to renew.

This constitutes the Decision and Order of the Court.

<u>3/9/2026</u> DATE		 MATTHEW V. GRIECO, J.S.C.
CHECK ONE:	<input type="checkbox"/> CASE DISPOSED	<input checked="" type="checkbox"/> NON-FINAL DISPOSITION
	<input type="checkbox"/> GRANTED	<input type="checkbox"/> GRANTED IN PART
	<input checked="" 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