

<b>State Farm Mut. Auto. Ins. Co. v Shamailov</b>
2026 NY Slip Op 30956(U)
March 9, 2026
Supreme Court, New York County
Docket Number: Index No. 153657/2025
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.	<u>153657/2025</u>
STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY,	MOTION DATE	<u>01/29/2026</u>
Plaintiff,	MOTION SEQ. NO.	<u>001</u>

- v -

VLADIMIR SHAMAILOV, G & G PHARMACY INC, GOTTO MEDICAL CARE, PC, HEALTHY CHIROPRACTIC PC, INTEGRATED MEDICAL ARTS, PC, ISLAND AMBULATORY SURGERY CENTER, LLC, LONGEVITY MEDICAL SUPPLY INC, LR MEDICAL, PLLC, OCEAN RADIOLOGY, PC, TAPIK MED DISTRIBUTION CORP, VALENTIN AVANESSOV, PHYSICIAN, PC, VINCENT NUNZIATA, R.N., D.C., C.D.N

**DECISION + ORDER ON MOTION**

Defendant.

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The following e-filed documents, listed by NYSCEF document number (Motion 001) 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45 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 granted.

On March 19, 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 an alleged motor vehicle collision on May 23, 2024, on the grounds that claimant defendant Vladimir Shamailov: (1) failed to return a subscribed copy of his examination under oath ("EUO") transcript; and (2) materially misrepresented his 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: G & G Pharmacy Inc. (March 27, 2025, NYSCEF Doc. No. 2); and Longevity Medical Supply Inc. (April 23, 2025, NYSCEF Doc. No. 18).

On October 21, 2025, plaintiff moved for a default judgment pursuant to CPLR 3215 (NYSCEF Doc. Nos. 23-42) against the following defaulting defendants: Vladimir Shamailov; Gotto Medical Care, PC; Healthy Chiropractic PC; Integrated Medical Arts, PC; Island Ambulatory Surgery Center, LLC a/k/a Island Ambulatory Surgical Center, LLC; LR Medical, PLLC; Ocean Radiology, PC; Tapik Med Distribution Corp.; Valentin Avanesov, Physician, PC; and Vincent Nunziata, R.N., D.C., C.D.N. (NYSCEF Doc. Nos. 23-42).

On November 21, 2025, plaintiff filed a stipulation of settlement with Island Ambulatory Surgical Center LLC (NYSCEF Doc. No. 44), withdrawing the default motion and discontinuing the action against it.

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 [1<sup>st</sup> 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 [1<sup>st</sup> Dept 1987]).

The failure to subscribe and return an EUO transcript is a violation of a condition precedent warranting denial of coverage (*see Kemper Indep. Ins. Co. v. Cornerstone Chiropractic, P.C.*, 185 AD3d 468 [1st Dept 2020]).

Here, plaintiff has demonstrated that it is entitled to a default judgment by submitting, *inter alia*: the summons and verified complaint (NYSCEF Doc. No. 1); affidavits of service and additional service in compliance with CPLR 3215(g)(4) (NYSCEF Doc. Nos. 26-28, 42); military search reports (NYSCEF Doc. No. 27); an affirmation of a claims adjuster, employed by State Farm, attesting to the claim received from or on behalf of claimant, the reasons State Farm requested an EUO for claimant, the EUO testimony, and claimant's failure, despite due demand, to return a subscribed copy of his EUO transcript (NYSCEF Doc. No. 29); an affirmation of an attorney, attesting to his firm's business practices in conducting EUOs and requesting subscription of EUO transcripts (NYSCEF Doc. No. 39); an MV-104 report of motor vehicle accident (NYSCEF Doc. No. 30); no-fault claims forms (NYSCEF Doc. No. 31); EUO and transcript letters (NYSCEF Doc. Nos. 36-38); and an affirmation of counsel in support of the motion (NYSCEF Doc. No. 24).

Because the Court finds that claimant failed to subscribe and return the EUO transcript despite due demand (*see Kemper*, 185 AD3d at 468), it need not address claimant's alleged material misrepresentation.

It is therefore

ORDERED that plaintiff's motion for default judgment is granted as to defaulting defendants Vladimir Shamilov, Gotto Medical Care, PC, Healthy Chiropractic PC, Integrated Medical Arts, PC, LR Medical, PLLC, Ocean Radiology, PC, Tapik Med

Distribution Corp, Valentin Avanesov, Physician, PC, and Vincent Nunziata, R.N., D.C., C.D.N.; and it is further

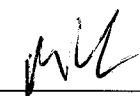
ADJUDGED and DECLARED that plaintiff, State Farm, has no duty to provide no-fault reimbursements to the defaulting defendants Vladimir Shamailov, Gotto Medical Care, PC, Healthy Chiropractic PC, Integrated Medical Arts, PC, LR Medical, PLLC, Ocean Radiology, PC, Tapik Med Distribution Corp, Valentin Avanesov, Physician, PC, or Vincent Nunziata, R.N., D.C., C.D.N, for any claim or bill submitted by or on behalf of claimant Vladimir Shamailov arising out of the alleged incident of May 23, 2024, State Farm claim number 32-68Ko-6oG; and it is further

ORDERED and ADJUDGED that all no-fault lawsuits, arbitrations, awards, judgments, and claims filed by defendants Vladimir Shamailov, Gotto Medical Care, PC, Healthy Chiropractic PC, Integrated Medical Arts, PC, LR Medical, PLLC, Ocean Radiology, PC, Tapik Med Distribution Corp, Valentin Avanesov, Physician, PC, and Vincent Nunziata, R.N., D.C., C.D.N for any claim or bill submitted by or on behalf of claimant Vladimir Shamailov arising out of the alleged incident of May 23, 2024, State Farm claim number 32-68Ko-6oG, are hereby dismissed or permanently stayed; and it is further

ORDERED that the balance of this action is severed and continued.

This constitutes the decision and order of the Court.

3/9/2026  
DATE

  
MATTHEW V. GRIECO, J.S.C.

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