

<b>Hereford Ins. Co. v Cartagena</b>
2026 NY Slip Op 31158(U)
March 23, 2026
Supreme Court, New York County
Docket Number: Index No. 157296/2023
Judge: Brendan T. Lantry
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**SUPREME COURT OF THE STATE OF NEW YORK  
NEW YORK COUNTY**

**PRESENT:** HON. BRENDAN T. LANTRY **PART** **46M**

*Justice*

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HEREFORD INSURANCE COMPANY,

Plaintiff,

- v -

KYRA CARTAGENA, BLYTHEDALE CHILDREN'S HOSPITAL, JACOBI MEDICAL CENTER, NEW YORK CITY FIRE DEPARTMENT EMS, NEW YORK CITY HEALTH AND HOSPITALS CORPORATION, NORTH BRONX FACULTY PRACTICE CORPORATION

Defendants.

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**INDEX NO.** 157296/2023

**MOTION DATE** 01/27/2026

**MOTION SEQ. NO.** 002

**DECISION + ORDER ON MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 002) 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48

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

This matter was administratively transferred to Part 46M in late January 2026. Upon the foregoing documents, the motion by plaintiff HEREFORD INSURANCE COMPANY (hereinafter "HEREFORD") for entry of a default judgment pursuant to CPLR 3215 against defendants KYRA CARTAGENA (hereinafter "CARTAGENA"), BLYTHEDALE CHILDREN'S HOSPITAL (hereinafter "BLYTHEDALE"), and NORTH BRONX FACULTY PRACTICE CORPORATION (hereinafter "NORTH BRONX") is denied for the reasons set forth below.

HEREFORD commenced this action seeking a declaration that it is not obligated to provide insurance coverage for a loss that allegedly occurred on January 8, 2023 on the ground that the alleged collision was not a covered event (*see* NYSCEF Doc. No. 1).

HEREFORD now moves, pursuant to CPLR 3215, for a default judgment against CARTAGENA, BLYTHEDALE, and NORTH BRONX, for their failure to appear in this action.

The motion is unopposed.

CPLR § 3215(a) provides that a plaintiff may obtain a default judgment when a defendant has failed to appear or plead. However, the court shall dismiss a complaint as “abandoned” if a plaintiff “fails to take proceedings for the entry of judgment within one year after the default” (CPLR § 3215[c]). Nevertheless, the failure to timely seek a default judgment may be excused if sufficient cause is shown (*see Shields v Cohen*, 222 AD3d 1019, 1021 [2d Dept 2023]). Sufficient cause requires “a reasonable excuse for the delay in timely moving for a default judgment” and “a demonstration that the cause of action is potentially meritorious” (*U.S. Bank N.A. v Dickerson*, 223 AD3d 930, 932 [2d Dept 2024]; *U.S. Bank NA. v Gonzaga*, 222 AD3d 694, 695 [2d Dept 2023]).

The Court has discretion in accepting law office failure as a reasonable excuse; however, such an excuse “must be supported by detailed allegations of fact explaining” the failure (*Ibrahim v Nablus Sweets Corp.*, 161 AD3d 961, 963 [2d Dept 2018] [lower court providently exercised its discretion in rejecting plaintiff’s law office failure because the excuse “was vague, conclusory, and unsubstantiated” since there was no indication that supporting affirmation was made by an attorney with personal knowledge of the failure]).

Here, HEREFORD’s counsel admits that “[t]his motion is submitted more than one year after [CARTAGENA] and [BLYTHEDALE, and NORTH BRONX] defaulted in this action” (*see* NYSCEF Doc. No. 37). HEREFORD submits that “[p]laintiff never intended to abandon this action” and that “[t]he delay in filing was caused by Plaintiff’s efforts to track down the driver of the vehicle involved in the loss, obtain a sworn statement from him, and then get the statement

translated” (*see Id.*). No supporting documentation or further documentation is submitted in support of this argument as to the Plaintiff’s purported reasonable excuse.

The instant motion was filed on January 27, 2026 – over 20 months after CARTAGENA’s default and over two years after the default of defendants BLYTHEDALE, and NORTH BRONX.

HEREFORD has not sufficiently demonstrated that, within the one year-period following the default by CARTAGENA, BLYTHEDALE, and NORTH BRONX, it took any proceedings related to seeking entry of a default judgment (*see 938 St. Nicholas Ave. Lender LLC v 936-938 Cliffcrest Hous. Dev. Fund Corp.*, 241 AD3d 1134, 1135 [1st Dept 2025]), nor has HEREFORD sufficiently addressed the over eight months thereafter (*see Cabral v Mueses*, 234 AD3d 475, 476 [1st Dept 2025]). The claim that HEREFORD sought to “track down the driver” and obtain his sworn statement with the benefit of an interpreter” is insufficient to demonstrate a reasonable excuse for the delay as it is entirely conclusory and unsubstantiated by the record (*Seide v Calderon*, 126 AD3d 417 [1st Dept 2015]; *c.f. Citimortgage, Inc. v Sahai*, 172 AD3d 552 [1st Dept 2019]). Specifically, no detailed explanation has been provided as to what efforts were taken over the approximate two-year period to obtain the subject affidavit.

As HEREFORD failed to establish a reasonable excuse for the delay, HEREFORD “fails to satisfy the one exception to the otherwise mandatory language of CPLR 3215(c) -- that is, that he had ‘sufficient cause’ for the delay” (*Vargas v Mavino Realty Co., Inc.*, 243 NYS3d 410, 411 [1st Dept 2025]). Thus, the motion must be denied, and the above-entitled action must be dismissed (*see U.S. Bank N.A. as Tr. for Greenpoint Mtge. Funding Tr. Mtge. Pass-Through Certificates, Series 2007-ARI v Nunez*, 190 AD3d 660, 661 [1st Dept 2021] [“where a plaintiff fails to move for a default judgment within a year of the defendant's default in answering or appearing, dismissal of the action is required, either upon motion or sua sponte”]).

The court need not address the meritorious claim element of the motion due to the denial on the grounds of a failure to state a reasonable excuse.

Accordingly, it is hereby

ORDERED that the motion by plaintiff, HEREFORD INSURANCE COMPANY, is DENIED in its entirety; and it is further

ORDERED that the above-entitled action and complaint are dismissed as against defendants KYRA CARTAGENA, BLYTHEDALE CHILDREN’S HOSPITAL, and NORTH BRONX FACULTY PRACTICE CORPORATION pursuant to CPLR 3215(c), without costs and disbursements; and it is further

ORDERED that plaintiff, HEREFORD INSURANCE COMPANY, serve a copy of this order with notice of its entry on defendant and on the Office of the County Clerk, who shall enter judgment accordingly; and it is further

ORDERED that such service upon the County 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).

This constitutes the decision and order of the court.

3/23/2026  
DATE

  
BRENDAN T. LANTRY, J.S.C.

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