Motor Veh. Acc. Indem. Corp. v De La Cruz-Ramirez
2019 NY Slip Op 31917(U)
July 2, 2019
Supreme Court, New York County
Docket Number: 450481/2018
Judge: Joel M. Cohen
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SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK: COMMERCIAL DIVISION PART IAS MOTION 3EFM

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MOTOR VEHICLE ACCIDENT INDEMNIFICATION CORPORATION	**INDEX NO.**	450481/2018
Plaintiff,	**MOTION DATE**	10/16/2018
- v -	**MOTION SEQ. NO.**	001
ALICIA DE LA CRUZ-RAMIREZ,		
Defendant.	**DECISION + ORDER ON MOTION**	

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HON. JOEL M. COHEN:

The following e-filed documents, listed by NYSCEF document number (Motion 001) 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17
were read on this motion for SUMMARY JUDGMENT.

This is an action by Plaintiff Motor Vehicle Accident Indemnification Corporation ("MVAIC") to recover $50,000 from Defendant Alicia De La Cruz-Ramirez for payments made by MVAIC in the wake of a car accident in which Defendant was driving without insurance.

For the following reasons, MVAIC's motion for summary judgment is granted.

Background

The basic facts are undisputed.

On April 26, 2015, Defendant was involved in a motor vehicle accident. Her minor daughter, a passenger in her vehicle, was injured in the accident and was treated at Blythedale Children's Hospital. Defendant did not have the legally required motor vehicle insurance to cover the cost of her daughter's medical treatment.

Plaintiff MVAIC is a corporation created pursuant to Article 52 of the Insurance Law of New York State to provide first-party no fault benefits to individuals injured in motor vehicle accidents involving uninsured drivers. As a condition to receiving benefits from MVAIC, the injured person "shall assign his claim to the corporation which shall then be subrogated to all of the rights of the qualified person against the financially irresponsible motorist." Insurance Law §5213.

On July 30, 2015, Rutberg Breslow (a personal injury law firm) submitted letters to MVAIC on behalf of Defendant's daughter, "by her Mother and Natural Guardian Alicia De La Cruz-Ramirez." Attached to the submission were (1) an affidavit, signed by Defendant, admitting that she did not have automobile insurance at the time of the accident, and (2) a Notice of Intention to Make a Claim to MVAIC, which contained information about the accident and was also signed by Defendant on behalf of her daughter. (NYSCEF 13). Thus, Defendant was both the claimant (on behalf of her daughter) *and* the "financially irresponsible motorist" against whom her daughter's (and thus MVAIC's) claim would lie. On September 11, 2015, in response to that claim, MVAIC paid $50,000 to Blythedale for Defendant's daughter's medical treatment. MVAIC sought reimbursement from Defendant (as the uninsured driver), which she refused to provide, leading MVAIC to file this action.[1]

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[1] The record does not reflect whether Defendant or her daughter have pursued legal action against other parties to the car accident that would cover some or all of the expenses involved in this dispute. Defendant's submission to MVAIC states that the "[o]ther vehicle ran a red light and struck our vehicle." Defendant, in her answer to the complaint in this case, states: "I deny that I caused or was at fault in the accident." Although those facts may be relevant to a civil claim against the other driver, "MVAIC's ability to recover benefit payments and its duty to pay the same rests on predicates

MVAIC moves for summary judgment. It argues that it is entitled to reimbursement from Defendant under the plain language of Insurance Law § 5213.

In response, Defendant asserts that she should be relieved of her obligation to reimburse MVAIC, or at least proceed to a trial to determine the facts, because she speaks limited English; she was told by an interpreter (a case worker at the hospital) that the MVAIC "would help" her, but the interpreter "never said [Defendant] would be responsible to pay the money back later"; and she would not have submitted a claim if she understood that she would be obligated to reimburse MVAIC. Specifically, she asserts that applying for benefits under those circumstances would not have made sense, and that she would have "done something else" if she understood that she would have to reimburse MVAIC, though she does not describe what that "something else" would have entailed. She argues that, as a result, the Notice of Intention to Submit a Claim should be voided, and that she should be relieved of her obligation to repay the $50,000 to MVAIC. Notably, she does not suggest that she would have been free of the obligation to pay the hospital's bill if MVAIC had not paid the bill, only that she would have done something other than apply for MVAIC benefits.[2]

Legal Analysis

Summary judgment is appropriately granted when there are no disputed issues of fact requiring a trial. *See* CPLR §3212; *Andre v. Pomerov*, 35 N.Y.2d 361, 362

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independent of the fault or negligence of the injured party." *MVAIC v. Aetna*, 89 N.Y.2d 214, 221 (1996) (quoting Aetna Life & Cas. Co. v. Nelson, 67 N.Y.2d 169, 175 (1986)).

[2] Defendant might have in mind that she could have negotiated with the hospital for a reduction of the bill. If such a request was based on a legitimate claim of financial hardship, one would hope that MVAIC might be amenable to such a plea.

(1974). The movant on a motion for summary judgment has the initial burden of showing its prima facie entitlement to judgment. *Klein v. City of New York,* 89 N.Y.2d 833 (1996); *Winegrad v. New York University Medical Center*, 64 N.Y.2d 851 (1985). The nonmoving party must then come forward with evidence to show that there is a material factual issue in dispute necessitating a trial. *Amatulli v. Delhi Construction Corp.*, 77 N.Y.2d 525 (1991). Here, Defendant fails to raise a genuine issue of material fact sufficient to defeat Plaintiff's motion for summary judgment.

Although the Court has sympathy for Defendant's situation, the law simply does not support her position. Ignorance of the law due to the inability to understand or speak English does not excuse failure to comply with the law. *See, e.g., Turkenitz v. City of New York,* 213 A.D.2d 266, 266 (1st Dep't 1995) (personal injury victim's lack of fluency in English and resulting ignorance of the law do not excuse failure to serve a timely notice of claim); *Orioles v. Long Island R. Co.,* 35 A.D.2d 668, 670 (2nd Dep't 1970) (claimant's inability to understand statement on the form alerting claimant to the necessity of serving the notice within 90 days pursuant to statute does not excuse late notice of claim); *Onwest Bank, FSB v. Navarro*, No.33644-1, 2013 WL 6500194, at *2 (Sup. Ct. Suffolk Cnty. Nov. 13, 2013) (the inability to read or write in English does not excuse defendant's failure to answer a complaint).

Individuals who submit claims for government benefits are responsible for the obligations that accompany the receipt of such benefits. *See Cruz v. Astrue*, No. 08–CIV–5588 (PKC), 2009 WL 1835632, at *3 (S.D.N.Y. 2009). In *Cruz*, a recipient of social security was paid excess benefits because she did not report her income. *Id.* at *1. The Court found that "lack of this knowledge on the part of [plaintiff] would not

excuse [her] from [her] obligation to reimburse" and "the fact that [plaintiff] neither speaks nor understands English is not determinative." *Id.* at *3. Thus, she was required to reimburse the Social Security Administration for the overpayment of benefits. *Id*; *see also Curanovic v. New York Cent Mut. Fire Ins. Co.*, 307 A.D.2d 435, 437 (3rd Dep't 2003) (non-English speaker was bound by representations he made on application for homeowner's insurance).

In this case, Defendant assumed the obligation to reimburse MVAIC pursuant to Insurance Law §5213 when she submitted a claim, with the assistance of counsel, to have MVAIC pay for her daughter's medical care. Defendant's claimed unawareness of the consequences of submitting such a claim, in circumstances where Defendant herself was the uninsured driver, does not excuse her from liability to repay that amount in accordance with the law. (Defendant presumably would have owed the same amount to Blythedale Children's Hospital if the bill had not been paid by MVAIC.) A contrary rule would undermine the statutory scheme for providing MVAIC benefits, under which public funds are provided based on the condition that the uninsured motorist (here, Defendant) must bear responsibility for the underlying harm.[3]

Although parties can in certain circumstances be excused from *contractual* obligations if they receive an incorrect translation of the contract, *Pimpinello v. Swift &*

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[3] The consequences of filing a claim with MVAIC in the specific circumstances of this case (in which the person filing the claim was also the uninsured driver against whom the claim ultimately would be brought) might have been difficult for a layperson to understand regardless of that person's fluency in English. However, that is a consequence of the statutory scheme, under which MVAIC is subrogated to the injured person's rights *as against the uninsured motorist*. The fact that Defendant (or the hospital case worker/translator or her lawyer) might have assumed she could obtain benefits from MVAIC while at the same time avoiding liability for driving without insurance is not a ground for creating an exception to the statutory scheme.

Co., 253 N.Y. 159, 163 (1930), an uninsured motorist's obligation to reimburse MVAIC is created by statute, not by contract. "MVAIC itself is a statutory creation and the rights conferred upon it under articles 51 and 52 of the Insurance Law to avail itself of the loss-transfer and responsibility-shifting provisions of the No–Fault Law arise only by statutory enactment or departmental regulations." *MVAIC v. Aetna*, 89 N.Y.2d 214, 221 (1996) (citations omitted). Accordingly, "the No-Fault Law does not codify common-law principles." *Id.* (quoting *Aetna Life & Cas. Co. v. Nelson*, 67 N.Y. 2d 169. 175 (1986)). Unlike a contract, compliance with statutory obligations does not require a meeting of the minds.

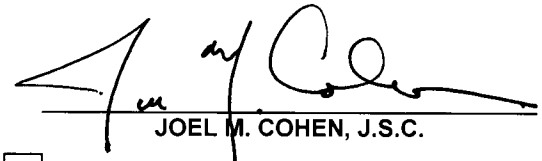
Of course, nothing in this Order would prevent *MVAIC* from taking into account all relevant circumstances in determining whether and to what extent to enforce the judgment granted herein.

Therefore, it is:

ORDERED that Plaintiff's motion for summary judgment is Granted; and it is further

ORDERED that the Clerk of the Court is directed to enter a judgment in favor of Plaintiff and against Defendant in the sum of $50,000, with interest from September 11, 2015, together with costs and disbursements of this action.

This constitutes the decision and order of the Court.



7/02/2019
DATE

JOEL M. COHEN, J.S.C.

CHECK ONE:	X	CASE DISPOSED			NON-FINAL DISPOSITION	
	X	GRANTED		DENIED	GRANTED IN PART	OTHER
APPLICATION:		SETTLE ORDER			SUBMIT ORDER	
CHECK IF APPROPRIATE:		INCLUDES TRANSFER/REASSIGN			FIDUCIARY APPOINTMENT	REFERENCE

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