

**Commissioners of State Ins. Fund v Finished Edge,  
Inc.**

2024 NY Slip Op 30687(U)

March 4, 2024

Supreme Court, New York County

Docket Number: Index No. 450114/2023

Judge: Louis L. Nock

Cases posted with a "30000" identifier, i.e., 2013 NY Slip Op 30001(U), are republished from various New York State and local government sources, including the New York State Unified Court System's eCourts Service.

This opinion is uncorrected and not selected for official publication.

**SUPREME COURT OF THE STATE OF NEW YORK  
NEW YORK COUNTY**

**PRESENT: HON. LOUIS L. NOCK PART 38M**

*Justice*

-----X

COMMISSIONERS OF STATE INSURANCE FUND,

Plaintiff,

- v -

THE FINISHED EDGE, INC., THE FINISHED EDGE NEW  
YORK LLC

Defendant.

-----X

INDEX NO. 450114/2023

MOTION DATE 11/03/2023

MOTION SEQ. NO. 001

**DECISION + ORDER ON  
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 001) 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18

were read on this motion to/for JUDGMENT - DEFAULT

LOUIS L. NOCK, J.S.C.

Upon the foregoing documents, the motion seeking entry of a default judgment is granted, on default and without opposition, in accordance with the following memorandum decision.

**Background**

In this action to recover unpaid insurance premiums, plaintiff Commissioners of State Insurance Fund moves for default judgment against defendants Finished Edge, Inc. and Finished Edge New York LLC. Plaintiff is a New York state agency created and authorized pursuant to the Worker’s Compensation Law to issue worker’s compensation insurance policies (NYSCEF Doc. No. 7, ¶ 3). On March 27, 2002, defendant Finished Edge, Inc. applied to plaintiff for, and plaintiff issued to said defendant, a Worker’s Compensation and Employer’s Liability Insurance Policy, which additionally covered defendant Finished Edge New York LLC beginning April 7, 2016 (*id.*; application for insurance, NYSCEF Doc. No. 8). As more fully set forth in the

affidavit of Kristina Nowak, plaintiff's Receivables Management Supervisor, the insurance policy was cancelled on November 25, 2021, due to non-payment of the premium due (Nowak aff., NYSCEF Doc. No. 7, ¶ 4). As a result of the cancellation, plaintiff audited defendants' books and records for the 2020 and 2021 policy years (*id.* ¶ 6; audit worksheets and final earned premium bills, NYSCEF Doc. No. 10). Pursuant to a Statement of Account prepared by plaintiff, there is a currently outstanding balance of \$42,977.72 on defendants' account, consisting of \$35,227.64 in insurance premiums and \$7,750.08 in collection charges (final statement of account, NYSCEF Doc. No. 11). This amount reflects audits conducted of defendant's books and records following the end of the 2021 policy year, the details of which are set forth in the records attached to the motion papers (NYSCEF Doc. No. 7, ¶¶ 6-8; NYSCEF Doc. No. 10-12).

Plaintiff commenced this action on January 13, 2023 (summons and complaint, NYSCEF Doc. No. 1). An affidavit of service, regular on its face, attests to service on both defendants by service on the Secretary of State on February 13, 2023, pursuant to Business Corporations Law § 306(b) (NYSCEF Doc. No. 3, 4). An affirmation of additional service filed in support of the motion attests to the requisite additional mailing on both defendants pursuant to CPLR 3215(g)(4)(i) on March 3, 2023, more than twenty days in advance of entry of judgment (NYSCEF Doc. No. 14). Defendants' time to respond to the complaint has expired, and they have neither appeared nor answered the complaint. Moreover, there is no opposition to the motion.

### **Standard of Review**

A plaintiff that seeks entry of a default judgment for a defendant's failure to answer must submit proof of service of the summons and complaint upon the defendant, proof of the facts constituting the claim, and proof of the defendant's default (CPLR 3215[f]). "The standard of

proof is not stringent, amounting only to some firsthand confirmation of the facts” (*Feffer v Malpeso*, 210 AD2d 60, 61 [1st Dept 1994]). “[D]efaulters are deemed to have admitted all factual allegations contained in the complaint and all reasonable inferences that flow from them” (*Woodson v Mendon Leasing Corp.*, 100 NY2d 62, 71 [2003]). Nevertheless, “CPLR 3215 does not contemplate that default judgments are to be rubber-stamped once jurisdiction and a failure to appear have been shown. Some proof of liability is also required to satisfy the court as to the *prima facie* validity of the uncontested cause of action” (*Guzetti v City of New York*, 32 AD3d 234, 235 [1st Dept 2006] [internal quotations and citations omitted]).

### **Discussion**

Plaintiff has satisfied its burden on the motion by submission of the affidavit of service on defendants (NYSCEF Doc. No. 3, 4), the affirmation of additional mailing on defendants (NYSCEF Doc. No. 14), the affirmation of plaintiff’s counsel Eric J. Canals, Esq. attesting to defendants’ default (Canals aff., NYSCEF Doc. No. 6, ¶ 6), and Nowak’s affidavit, which attests to the facts alleged in the complaint and the amount of plaintiff’s damages (Nowak aff., NYSCEF Doc. No. 7, ¶¶ 3-7). Defendants have never appeared in the action, nor did they submit any opposition to the motion. The court concurs with the points raised in support of the motion and, therefore, grants the motion.

Accordingly, it is

ORDERED that the motion is granted; and it is further

ORDERED that the Clerk of the Court is directed to enter judgment in favor of plaintiff Commissioners of State Insurance Fund and against defendants Finished Edge, Inc. and Finished Edge New York LLC, jointly and severally, in the principal amount of \$35,227.64, with interest on the principal amount at the statutory rate from November 25, 2021 through the date of entry

of judgment, as calculated by the Clerk, and continuing to accrue thereafter through the date of satisfaction of judgment, together with costs and disbursements as taxed by the Clerk upon submission of an appropriate bill of costs, and in the additional sum of \$7,750.08 as statutory collection costs.

This constitutes the decision and order of the court.

ENTER:

*Louis L. Nock*  
\_\_\_\_\_  
LOUIS L. NOCK, J.S.C.

3/4/2024  
DATE

CHECK ONE:

CASE DISPOSED

GRANTED

DENIED

NON-FINAL DISPOSITION

GRANTED IN PART

OTHER

APPLICATION:

SETTLE ORDER

SUBMIT ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

FIDUCIARY APPOINTMENT

REFERENCE