

State Farm Fire & Cas. Co. v Wynne

2025 NY Slip Op 31007(U)

March 26, 2025

Supreme Court, New York County

Docket Number: Index No. 160513/2024

Judge: Lyle E. Frank

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This opinion is uncorrected and not selected for official publication.

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

PRESENT: HON. LYLE E. FRANK PART 11M

Justice

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STATE FARM FIRE & CASUALTY COMPANY,

Plaintiff,

- v -

AFRIK WYNNE, JOLYNNE JEROME BROWN, SHERLEY MOREAU, AMERICAN AIRFREIGHT TRUCKING CORP, JOSE ORTIZ, ALL PT CARE OF NYC PC, BRONX SC, LLC, COMPLETE SUPPLY CORP, EXCEL DME INC, EZ SCRIPTS RX LLC, G & G PHARMACY INC, GENTECH MED SUP, INC, GREAT NECK DME, INC, ISLAND AMBULATORY SURGERY CENTER, LLC, LR MEDICAL, PLLC, LZ MED SUPPLY INC, M & R EXPRESS MEDICAL SUPPLY INC, MED ALJ INC, NORTH SHORE UNIVERSITY HOSPITAL, OCEAN RADIOLOGY, PC, ONE TOUCH HEALTH SUPPLY INC, ORTHOCOR SUPPLY, INC, PRO HEALTH MEDICAL SUPPLY INC, QUALITY HEALTH CARE MGT. INC, RAFAEL YAKOBOV FAMILY HEALTH NP PC, RIGHT CHOICE SUPPLY, INC, RIVERTOWN CHIROPRACTIC PC, ROCKAWAY MEDICAL NY PC, S & K WARBASSE PHARMACY INC, SEDATION VACATION PERIOPERATIVE MEDICINE PLLC, SMS THERAPY SUPPLY, INC, SUPPLY BROHERS INC, SOUTH NASSAU COMMUNITIES HOSPITAL, STAND-UP MRI OF BENSONHURST, PC, THE AMBULATORY SURGICAL CENTER OF EAST TREMONT MEDICAL CENTER, UNEX MED EQUIPMENT CORP

Defendant.

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The following e-filed documents, listed by NYSCEF document number (Motion 001) 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63

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

Upon the foregoing documents, plaintiff's motion is granted as to the defaulting defendants herein.

Plaintiff brings the present motion for a default judgment against defendants All PT Care of NYC PC; Bronx SC, LLC d/b/a Empire State Ambulatory Surgery Center a/k/a Empire State ASC; Complete Supply Corp; Excel DME Inc; EZ Scripts RX LLC; Great Neck DME, Inc;

DECISION + ORDER ON MOTION

Island Ambulatory Surgery Center, LLC a/k/a Island Ambulatory Surgical Center, LLC; LR Medical, PLLC; LZ Med Supply Inc; M & R Express Medical Supply Inc; Med ALJ Inc; North Shore University Hospital; Ocean Radiology, P.C.; One Touch Health Supply Inc; Orthocor Supply, Inc; Pro Health Medical Supply Inc; Quality Health Care MGT. Inc d/b/a Quality Laboratory Service, Rafael Yaakobov Family Health NP PC; Right Choice Supply, Inc; Rivertown Chiropractic PC; Rockaway Medical NY PC; S & K Warbasse Pharmacy Inc; Sedation Vacation Perioperative Medicine PLLC a/k/a Sedation Vacation Periop Med, PLLC; SMS Therapy Supply, Inc; Supply Brohers Inc; South Nassau Communities Hospital a/k/a Mount Sinai South Nassau; Stand-Up MRI of Bensonhurst, PC; The Ambulatory Surgical Center of East Tremont Medical Center a/k/a East Tremont Ambulatory Surgical Center a/k/a Uptown Health Care Management, Inc a/k/a East Tremont Medical Center a/k/a ETM-ASC Ambulatory Surgery Center; UNEX Med Equipment Corp.; Jolynne Jerome Brown (“Brown”); Sherley Moreau; American Airfreight Trucking Corp.; and Jose Ortiz.

Plaintiff is seeking a declaratory judgment that they have no duty to provide No-Fault reimbursements for any claim or bill submitted by the defaulting defendants related to the alleged collision of April 6, 2024. In support of their motion, Plaintiff submits proof including an attorney affirmation from the attorney who was scheduled to take Brown’s EUO, an affirmation from the claims specialist assigned to the claim in question, affidavits for service of the summons and complaint on the defaulting defendants, and a notice of motion. An application for a default judgment must be supported by either an affidavit of facts made by one with personal knowledge of the facts surrounding the claim or a complaint verified by a person with actual knowledge of the facts surrounding the claim. *Zelnick v Biderman Industries U.S.A., Inc.*, 242 AD2d 227 [1st

Dept 1997]. Therefore, Plaintiff will be granted default judgment as to the defaulting defendants only. Accordingly, it is hereby

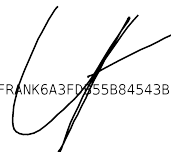
ORDERED that default judgment is granted against defendants All PT Care of NYC PC; Bronx SC, LLC d/b/a Empire State Ambulatory Surgery Center a/k/a Empire State ASC; Complete Supply Corp; Excel DME Inc; EZ Scripts RX LLC; Great Neck DME, Inc; Island Ambulatory Surgery Center, LLC a/k/a Island Ambulatory Surgical Center, LLC; LR Medical, PLLC; LZ Med Supply Inc; M & R Express Medical Supply Inc; Med ALJ Inc; North Shore University Hospital; Ocean Radiology, P.C.; One Touch Health Supply Inc; Orthocor Supply, Inc; Pro Health Medical Supply Inc; Quality Health Care MGT. Inc d/b/a Quality Laboratory Service, Rafael Yaakobov Family Health NP PC; Right Choice Supply, Inc; Rivertown Chiropractic PC; Rockaway Medical NY PC; S & K Warbasse Pharmacy Inc; Sedation Vacation Perioperative Medicine PLLC a/k/a Sedation Vacation Periop Med, PLLC; SMS Therapy Supply, Inc; Supply Brohers Inc; South Nassau Communities Hospital a/k/a Mount Sinai South Nassau; Stand-Up MRI of Bensonhurst, PC; The Ambulatory Surgical Center of East Tremont Medical Center a/k/a East Tremont Ambulatory Surgical Center a/k/a Uptown Health Care Management, Inc a/k/a East Tremont Medical Center a/k/a ETM-ASC Ambulatory Surgery Center; UNEX Med Equipment Corp.; Jolynne Jerome Brown (“Brown”); Sherley Moreau; American Airfreight Trucking Corp.; and Jose Ortiz; and it is further

ADJUDGED that that Plaintiff is not obligated to provide any coverage, reimbursements, or pay any monies, sums or funds to any of the Defendants herein against which Default has been granted for any and all no-fault related services for which claims and/or bills have been, or may in the future be, submitted by the Defendants to the Plaintiff, as relates to the alleged collision on

April 6, 2024, as referenced in the complaint and referenced by claim number 52-66H7-18K; and it is further

ADJUDGED that Plaintiff is not obligated to provide any first party coverage, reimbursement, defense and/or indemnification, including, but not limited to, personal injury protection benefits, uninsured/underinsured benefits, and supplementary uninsured/underinsured benefits, to any of the Defendants herein against which Default has been granted, for the incident of April 6, 2024, as referenced in the complaint and referenced by claim number 52-66H7-18K; and it further

ADJUDGED that this order does not affect any defendant that has not had default judgment entered against them in this matter.


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3/26/2025
DATE

LYLE E. FRANK, J.S.C.

CHECK ONE:

CASE DISPOSED

NON-FINAL DISPOSITION

GRANTED

DENIED

GRANTED IN PART

OTHER

APPLICATION:

SETTLE ORDER

SUBMIT ORDER

CHECK IF APPROPRIATE:

INCLUDES TRANSFER/REASSIGN

FIDUCIARY APPOINTMENT

REFERENCE