

**Liberty Mut. Ins. Co. v Cochrane**

2025 NY Slip Op 33180(U)

August 25, 2025

Supreme Court, New York County

Docket Number: Index No. 652276/2023

Judge: Lori S. Sattler

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. LORI S. SATTLER PART 02M

Justice

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LIBERTY MUTUAL INSURANCE COMPANY, WAUSAU
UNDERWRITERS INSURANCE COMPANY,

Plaintiff,

INDEX NO. 652276/2023

MOTION DATE 11/18/2024

MOTION SEQ. NO. 002

- v -

SASHA MAKEBA COCHRANE, JOHNNY MONTEDEOCA,
ALBERT MORADOV DBA LLM RX INC, ALL COUNTY,
LLC,AVA SUPPLY INC, B. SOLIMAN CHIROPRACTIC
PC,BINGO SUPPLIES INC, BOWEN, MD
PLLC,BRIDGEVIEW SUPPLY CORP, BRONX
CHIROPRACTIC REHABILITATION PC,CITIMED
COMPLETE MEDICAL CARE PC,CORRECTALIGN
CHIROPRACTIC PC,CPM MED SUPPLY, INC.,CROSS
BAY ORTHOPEDIC SURGERY PC,EXACT ORTHOMED
INC.,EZ RELIEF MEDICAL, PC,FIFTH AVENUE SURGERY
CENTER, LLC,FLORAL MED SUPPLY INC, IGOR AMIGUD
PHYSICIAN PC,INTERVENTIONAL PHYSICAL MEDICINE
AND REHAB OF NEW YORK PLLC,LINDEN WEST
MEDICAL PC,MACINTOSH MEDICAL, PC,MARC
RYBSTEIN, MD DBA MKR MEDICAL PC,MASPETH MED
SUPPLY INC, MAZAL PHARMACY INC DBA MIRAGE
PHARMACY, OZONE RX INC, PHELAN CLANCY NP IN
ADULT HEALTH, PLLC,PRIMAVERA PHYSICAL THERAPY
PC,REFUAH DIAGNOSTICS LLC,SKY RADIOLOGY
PC,SUMMER PT, PC,WINTER PT, PC,ZWANGER AND
PESIRI RADIOLOGY GROUP LLP

Defendant.

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The following e-filed documents, listed by NYSCEF document number (Motion 002) 93, 94, 95, 96, 97,
98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115

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

DECISION + ORDER ON MOTION

This declaratory judgment action arises out of a motor vehicle accident that purportedly
occurred on November 20, 2021 involving individual defendant Sasha Makeba Cochrane and
Jhonny Montedeoca ("Claimants") in a vehicle insured by plaintiffs Liberty Mutual Insurance
Company and Wausau Underwriters Insurance Company ("Plaintiffs"). Claimants allege that they
were injured when the insured vehicle was struck and sought treatment from the other defendants

(“Medical Provider Defendants”), which then submitted bills to Plaintiffs seeking reimbursement under the vehicle’s No-Fault policy. Plaintiffs maintain that although Claimants appeared at their Examinations Under Oath (“EUOs”), they failed to comply with the post-EUO requests, including producing a video showing the accident in possession of Claimant Cochrane and pictures of Claimants’ car showing damage to it related to the accident requested of Claimant Montedeoca (NYSCEF Doc. No. 107, 109, 111, 112). As a result, Plaintiffs denied the bills submitted by the Medical Provider Defendants.

Plaintiffs thereafter commenced this action seeking a declaratory judgment that they properly denied the claims and had no obligation to reimburse the Medical Provider Defendants under the applicable No-Fault policy. Default judgment was entered against Claimants and certain Medical Provider Defendants on February 21, 2024 (NYSCEF Doc. No. 100). Plaintiffs now move for summary judgment against the remaining Medical Provider Defendants, Bridgeview Supply Corp, Fifth Avenue Surgery Center, LLC, Macintosh Medical, PC, and Winter PT, PC, which do not oppose the motion.

On a motion for summary judgment, a movant must make a prima facie showing that they are entitled to judgment as a matter of law by tendering sufficient evidence to demonstrate the absence of any issue of material fact (*Alvarez v Prospect Hosp.*, 68 NY2d 320, 324 [1986]). After the movant makes this showing, “the burden shifts to the party opposing the motion . . . to produce evidentiary proof in admissible form sufficient to establish the existence of material issues of fact such that trial of the action is required” (*id.*).

11 NYCRR § 65-1.1 requires that full compliance by an eligible injured person with the terms of coverage in a No-Fault policy is a condition precedent to all claims against an insurance company under the relevant policy. An insurer may deny coverage based upon a claimant's failure

to comply with a condition precedent to coverage under the applicable policy (*see Hertz Corp. v Active Care Med. Supply Corp.*, 124 AD3d 411, 411 [1st Dept 2015]). Failure to cooperate with a carrier's investigation into a no-fault claim warrants a declaration of noncoverage (*cf. State Farm Mut. Auto. Ins. Co. v All City Family Healthcare Ctr., Inc.*, 206 AD3d 584, 585 [1st Dept 2022]).

Plaintiffs satisfy its prima facie burden of showing that Claimants failed to comply with a condition precedent to coverage under the applicable policy, which required full compliance with the duty of cooperation in the investigation (NYSCEF Doc. No. 114 at 26, Policy Part E). Claimants failed to provide the requested videos and pictures, relevant to establishing the facts of the accident and insurance coverage, and the Court finds that Plaintiffs are entitled to summary judgment.

Accordingly, it is hereby:

ORDERED, ADJUDGED and DECREED that Plaintiffs' motion for summary judgment is granted, and Plaintiffs' denials of all claims for No-Fault benefits by the Answering Defendants stemming from the alleged occurrence of November 20, 2021 involving defendants Sasha Makeba Cochrane and Jhonny Montedeoca, are valid; and it is further

ORDERED, ADJUDGED and DECREED that each and every part of any arbitration or court hearing brought by Bridgeview Supply Corp, Fifth Avenue Surgery Center, LLC, Macintosh Medical, PC, and Winter PT, PC stemming from the alleged occurrence of November 20, 2021 involving defendants Sasha Makeba Cochrane and Jhonny Montedeoca is hereby permanently stayed and any such arbitration or court hearing shall not be continued or commenced; and it is further


ORDERED, ADJUDGED, and DECLARED that Plaintiffs owe no duty to provide any No-Fault reimbursements to Bridgeview Supply Corp, Fifth Avenue Surgery Center, LLC,

Macintosh Medical, PC, and Winter PT, PC for any claim or bill submitted by or on behalf of Sasha Makeba Cochrane or Jhonny Montedeoca stemming from the alleged occurrence of November 20, 2021; and it is further

ORDERED that the Clerk is directed to enter judgment against Bridgeview Supply Corp, Fifth Avenue Surgery Center, LLC, Macintosh Medical, PC, and Winter PT, PC.

This constitutes the Decision and Order of the Court.

8/25/2025  
DATE

  
LORI S. SATTLER, J.S.C.

CHECK ONE:	<input checked="" type="checkbox"/>	CASE DISPOSED	<input type="checkbox"/>	NON-FINAL DISPOSITION	<input type="checkbox"/>
	<input checked="" type="checkbox"/>	GRANTED	<input type="checkbox"/> DENIED	<input type="checkbox"/>	<input type="checkbox"/> OTHER
APPLICATION:	<input type="checkbox"/>	SETTLE ORDER		<input type="checkbox"/>	<input type="checkbox"/>
CHECK IF APPROPRIATE:	<input type="checkbox"/>	INCLUDES TRANSFER/REASSIGN		<input type="checkbox"/>	<input type="checkbox"/> REFERENCE