

**Matter of Liberty Mut. Fire Ins. Co. v Taylor**

2025 NY Slip Op 34221(U)

September 24, 2025

Supreme Court, Queens County

Docket Number: Index No. 703154/2025

Judge: Ulysses B. Leverett

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SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

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In the Matter of the Application of LIBERTY MUTUAL  
FIRE INSURANCE COMPANY,

Index No.: 703154/2025

Petitioner,

**DECISION / JUDGMENT  
and ORDER**

-against-

CAVELL O TAYLOR and DEMAR A ELPHIC,

Respondents.  
-----X

**FILED & RECORDED**  
**9/25/2025**  
**9:22 AM**  
**COUNTY CLERK**  
**QUEENS COUNTY** CP

A Notice of Petition was filed on February 3, 2025, by Petitioner Liberty Mutual Fire Insurance Company, by its attorneys, Callinan & Smith LLP, for an Order and Judgment pursuant to CPLR § 7503(c) to permanently stay the uninsured/underinsured/SUM motorist arbitration, demanded by Respondents Cavell O. Taylor (Taylor) and Demar A. Elphic (Elphic), following a motor vehicle incident on December 19, 2022, on the grounds that they are not eligible for coverage under Petitioner’s policy because the underlying incident was the product of a staged and/or intentional event. Respondents filed opposition to the Petition on March 31, 2025.

The Petition was granted to the extent of temporarily staying the Decision pending a framed issue hearing to determine whether the Respondents qualify for coverage from Petitioner; whether the incident of December 19, 2022, was the product of a covered event; and if the Respondents breached the fraud provision of Petitioner’s policy. The framed issue hearing was held on July 10, 2025, and July 11, 2025.

The Court heard the testimony of Respondent Cavell O. Taylor, Respondent Demar A. Elphic, non-party Sarfraz Nawaz (Nawaz), non-party Police Officer (P.O.) Christopher Brussell (Brussell), and Special Investigation Unit (SIU) Investigator Amanda Semmel (Semmel). The following items were admitted into evidence: (1) Affirmation of Investigator Semmel; (2) Police Accident Report; (3, 4) No-Fault Application of Defendants (NF-2s); (5, 6) Notices of Intent to Make a Claim by Respondents; (7, 8) Examination Under Oath (EUO) of Respondents; (9, 10) Insurance Services Office, Inc. (ISO) claim searches for Respondents; (11) LexisNexis Accurint vehicle registration search; (12, 13, 14) LexisNexis Accurint Comprehensive Reports for Elphic, non-party Ashanti Givens, and non-party Kellyann Blackwood, respectively; (15) Petitioner’s Policy of Insurance.

Petitioner’s witness, P.O. Brussell testified that he was employed by the New York City Police Department (NYPD) at the time of the December 19, 2023, motor vehicle incident. Officer Brussell responded to the incident’s location and prepared the MV-104AN Police Accident Report (NYC) in evidence. He documented a description of the incident from the driver of the vehicle, Sarfraz Nawaz, and the vehicle’s passengers, Respondents Cavell Taylor and

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Demar Elphic. The police report stated that Vehicle No. 1, a Toyota Avalon, operated by Nawaz was traveling northbound on 181st Street, and stopped at the intersection of 143rd Avenue, in Queens. Vehicle No. 2 attempted to go around Vehicle No. 1 and sideswiped Vehicle No. 1. Vehicle No. 2 then fled the scene without stopping to exchange information. No injuries were reported. Vehicle No. 2 was reported to be a 2004 Infiniti sedan with Texas Plate No. KDC1965. The reported time of the accident was 11:41 p.m.

Non-party witness Sarfraz Nawaz testified that he was the Uber driver of the Toyota Avalon involved in the December 19, 2022, accident. The pick-up location was in Nassau County, near the Queens border. He did not remember the exact location of the pick-up. He traveled on the Belt Parkway westbound, and on local streets, for about 30 minutes. The incident occurred in the vicinity of 181st street and 143rd Avenue, and within 700 to 800 meters of his passengers' final destination. Mr. Nawaz testified that while his vehicle was stopped at the street's intersection, it was struck on the driver's side by a white Infiniti that left the scene. The adverse vehicle became entangled with his vehicle. As the offending vehicle was maneuvering free, Nawaz viewed the license plate of the offending vehicle. Mr. Nawaz called the police and his brother to the scene. He inquired of the passengers if they were injured, and they responded that they were okay, and that no ambulance was needed. He provided the information to the police officer on the scene and confirmed the adverse vehicle as an Infiniti with a Texas plate number of KDC1965. Mr. Nawaz described the speed of the adverse vehicle as 30 mph, impact moderate, and repair damages to be minimal - of \$1,800 to \$2,000.

Petitioner Liberty Mutual's Senior Special Investigator, Amanda Semmel, testified that she investigated Respondents' UM/SUM arbitration claims to determine whether the incident was a covered loss or a staged intentional and fraudulent event. Investigator Semmel testified that the December 19, 2022, claim came under investigation as part of Liberty investigating intentional collisions involving dozens of Uber ride-share program vehicles. The common pattern and factors considered in determining suspect claims include: a late night collision; the Uber is struck within a short period of time after the commence of the ride; the offending vehicle leaves the scene without exchanging information; riders refusal of medical attention, but seeking extensive medical treatment thereafter; damages indicative of low-velocity impact; common pick-up locations and destinations; and passenger claiming to be asleep at the time of the incident.

Investigator Semmel testified that the December 19, 2022, collision met many of the screening criteria. The hit-and-run vehicle left the scene of the incident without an exchange of information; the Uber ride originated at Green Acres Mall, a common location associated with the fraudulent scheme; the incident occurred a short time after pick-up; and the incident was considered a low-velocity speed impact without extensive damage. Investigator Semmel also testified that she performed a search of the ISO Claim Search Database, which includes claims reported to the National Insurance Crime Bureau (NICB) from member companies, as well as performing a LexisNexis Accurant data search of the reported license plate of the adverse vehicle. Upon investigation, she determined that the adverse vehicle plate (KDC1965) was for a 2004 Infiniti Q35, which was registered to Kelly Blackwood, and was previously salvaged. Further search of Ms. Blackwood's social security number led to her association with the address of 80 Louisiana Avenue, Apt. 1, Brooklyn, New York. A parallel search by Liberty Mutual,

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involving another fraudulent loss claimant, showed that Whitney Nation previously resided at 80 Louisiana Avenue, Apt. 1, Brooklyn, New York, and that she was a relative of Kelly Blackwood. The database inquiry also provided the phone number for Ms. Nation. Ms. Nation's phone number was registered to her reported sibling, Ashanti Givens. The data search on Ms. Givens revealed her association with 80 Louisiana Avenue, Apt. 2, Brooklyn, New York, and 8551 Panama City Beach Parkway, Apt. 4302, Panama City Beach, Florida. Ms. Givens's Florida address is notable for the Respondent, Demar Elphic's data search revealing his association with 8551 Panama City Beach Parkway, Apt. 8209, Panama City Beach, Florida. Ms. Semmel also testified as to the inconsistencies in the EUO transcripts of Respondents Taylor and Elphic, as well as identified in her affirmation in evidence.

Respondent Elphic testified that he resides in Panama City Beach, Florida. He confirmed most of the addresses listed in the Accurant report at Exhibit No. 12. However, he denied any association with a related address of Ashanti Givens at 8551 Panama City Beach Parkway, Panama City Beach, Florida. Mr. Elphic also testified to other ISO claims involving reported operators of other vehicles owned by him at Exhibit No. 10. Both Elphic and Taylor testified they were at TGI Fridays at Green Acres Mall for a friend's (Bujo) birthday, prior to the accident. Elphic testified that he arrived in New York from Florida on December 15 or 16, 2022, and stayed at Damian Skervin's home. On December 19, 2022, Elphic and Damian drove to TGI Fridays and met Taylor there. Elphic testified that after drinks and dinner, Taylor hired the Uber to go to Damian's home.

Elphic testified that Taylor sat behind the Uber driver, and he sat behind the passenger's seat, but fell asleep prior to the accident. Elphic stated that he was awakened by the impact at the incident and also remembered the offending vehicle backing up to break free of the Uber and fled.

Mr. Taylor described the driver of the offending vehicle as a Black male driving a dark-colored Infiniti. He testified that the Uber driver called the police and he and Elphic were taken to Jamaica Hospital by the ambulance that arrived on the scene after the police. He stated that he remained at the hospital for several hours, but did not receive imaging, services, prescriptions, or recommendations. Taylor was discharged from the hospital. Shortly after, Elphic's friend Damian picked him up.

Contrarily, Taylor also testified that Elphic arrived from Florida on December 19, 2022, and that he met Elphic and Damian at a restaurant in Queens where they ate prior to Damian driving them to TGI Fridays for Bujo's birthday celebration. Damian did not go into TGI Fridays with them. Taylor stated that after two hours, and a few drinks, an unknown individual ordered an Uber for he and Elphic. Taylor testified his wife recommended the No-Fault Clinic, and the clinic referred him to his attorney. Elphic testified that Taylor found their attorney via an internet search and the attorney referred them to the clinic.

#### Conclusions of Law

Petitioner asserts a lack of coverage defense to Defendants' demand for arbitration, based upon a founded belief that the alleged injury did not arise out of an insured incident but rather the


fraudulent scheme of a staged automobile accident. Deliberate collision caused in furtherance of an insurance fraud scheme is not a covered accident. See *Central General Hospital v. Chubb Group of Insurance Cos.*, 90 N.Y.2d 195 (1997) and *State Farm Mutual Auto Insurance Co. v. Laguerre*, 305 A.D.2d 490 (2d Dept. 2003). The insurer may establish a fraud defense by a preponderance of the evidence of facts elicited during an investigation. See *Benzaken v. Verizon Communications, Inc.*, 21 A.D.3d 864 (2d Dept 2005).

The Court finds, based on the preponderance of credible testimony, and documentary evidence submitted, that Petitioner established its founded belief that the subject incident of December 19, 2022, was not the product of a covered event, but was a fraudulent intentional collusive act of Respondents and the owner and/or operator of the adverse vehicle in targeting the Uber vehicle for a hit-and-run.

Accordingly, it is ORDERED and ADJUDGED that the Petition to permanently stay the UM/SUM arbitration demanded by the Respondents Taylor and Elphic is granted.

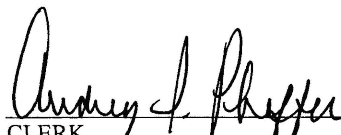
This is the Decision and Order of this Court.

Dated: 9/24/2025

  
Hon. Ulysses B. Leverett, J.S.C.

**HON. ULYSSES B. LEVERETT**

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