

**Government Empls. Ins. Co. v 274 Brighton Beach  
Drugs, Inc.**

2025 NY Slip Op 35162(U)

December 19, 2025

Supreme Court, New York County

Docket Number: Index No. 150021/2025

Judge: Emily Morales-Minerva

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  
COUNTY OF NEW YORK: PART 42M**

-----X  
GOVERNMENT EMPLOYEES INSURANCE COMPANY,  
INCLUDING ITS SUBSIDIARIES AND AFFILIATES,  
GEICO GENERAL INSURANCE COMPANY, GEICO  
INDEMNITY COMPANY AND GEICO CASUALTY  
COMPANY,

Plaintiff,

INDEX NO. 150021/2025

MOTION DATE 10/22/2025

MOTION SEQ. NO. 001

- v -

274 BRIGHTON BEACH DRUGS, INC. D/B/A PHARMACY  
EXPRESS, ANJANI SINHA MEDICAL, P.C.,AV  
CHEMISTS, LLC, BEACH MEDICAL REHABILITATION,  
P.C., BIOMETRIC SIGN, INC., BSD OS, LLC, CHAI  
DIAGNOSTICS, LLC, DIAGNOSTIC NEUROLOGY,  
P.C., DS MEDICAL DIAGNOSTICS, P.C., EZ TRIBORO  
SERVICES, INC., FIFTH AVENUE SURGERY CENTER,  
LLC, FRESH POND PHARMACY, INC., FUNCTIONAL  
REHABILITATION MEDICINE OF NY, P.C., GLOBAL  
VERSUS, INC., MCSO PHYSICAL THERAPY,  
P.C., MYRTLE AVENUE TRADING, LLC, ONE HAND 1  
PHYSICAL THERAPY, P.C., PARK CHEMISTS, LLC, PARS  
MEDICAL, P.C., PSYCHOLOGY 21, P.C., QUALITY  
HEALTH CARE MANAGEMENT CORP., QUALITY  
LABORATORY SERVICE, QUEST DIAGNOSTIC,  
REFUAH DIAGNOSTICS, LLC, SHAARE TZION IMAGING,  
LLC, SCOB, LLC, SOUTH SHORE OSTEOPATHIC  
MEDICINE, P.C., TIMSTRO PRODUCTS CORP., TOPAZ  
V, INC., MICHAEL YURYEV, D.O., ZIVERT CORP.,  
WILMARCK LAPLANTE, STEVENSON PARAISON,  
DAVID PARAISON

Defendants.

**DECISION + ORDER ON  
MOTION**

-----X  
The following e-filed documents, listed by NYSCEF document number (Motion 001) 50, 51, 52, 53, 54,  
55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68

were read on this motion to/for

JUDGMENT - DEFAULT

**APPEARANCES :**

Gallo Vitucci Klar LLP, New York, NY (David F. Boucher, Esq.,  
of counsel), for plaintiff.

EMILY MORALES-MINERVA, J.S.C.

In this action seeking a declaratory judgment, plaintiffs

GOVERNMENT EMPLOYEES INSURANCE COMPANY, including its subsidiaries and affiliates, GEICO GENERAL INSURANCE COMPANY, GEICO INDEMNITY COMPANY and GEICO CASUALTY COMPANY move, by notice of motion (sequence number 01), pursuant to CPLR § 3215, for an order granting it a default judgment against defendants 274 BRIGHTON BEACH DRUGS, INC. D/B/A PHARMACY EXPRESS, ANJANI SINHA MEDICAL, P.C., AV CHEMISTS, LLC ,BEACH MEDICAL REHABILITATION, P.C., BIOMETRIC SIGN, INC., BSD OS, LLC, CHAI DIAGNOSTICS, LLC, DIAGNOSTIC NEUROLOGY, P.C., DS MEDICAL DIAGNOSTICS, P.C., EZ TRIBORO SERVICES, INC., FRESH POND PHARMACY, INC., FUNCTIONAL REHABILITATION MEDICINE OF NY, P.C., GLOBAL VERSUS, INC., MCSO PHYSICAL THERAPY, P.C., MYRTLE AVENUE TRADING, LLC, ONE HAND 1 PHYSICAL THERAPY, P.C., PARK CHEMISTS, LLC, PSYCHOLOGY 21, P.C., QUALITY HEALTH CARE MANAGEMENT CORP., QUALITY LABORATORY SERVICE, QUEST DIAGNOSTIC, REFUAH DIAGNOSTICS, LLC, SHAARE TZION IMAGING, LLC, SCOB, LLC, SOUTH SHORE OSTEOPATHIC MEDICINE, P.C., TOPAZ V, INC., MICHAEL YURYEV, D.O., and ZIVERT CORP.<sup>1</sup>

For the reasons explained below, the motion (seq. no. 01) is granted, in part.

---

<sup>1</sup> Plaintiffs do not move for a default judgment against answering defendants FIFTH AVENUE SURGERY CENTER, LLC, PARS MEDICAL, P.C., TIMSTRO PRODUCTS CORP, WILMARCK LAPLANTE, STEVENSON PARAISON and DAVID PARAISON (see New York State Court Electronic Filing System [NYSCEF] Doc. No. 51, affirmation in support of motion).

## ANALYSIS

When a defendant fails "to appear, plead or proceed to trial of an action reached and called for trial, or when the court orders a dismissal for any other neglect to proceed, the plaintiff may seek a default judgment against [the defendant]" (CPLR § 3215 [a]). To establish entitlement to a default judgment, plaintiff must file (1) proof it served defendant with the summons and complaint, and (2) "proof of the facts constituting the claim, the default, and the amount due . . . by affidavit made by the party" (CPLR § 3215 [f]; see also Woodson v Mendon Leasing Corp., 100 NY2d 62, 70 [2003] [providing that "an applicant for a default judgment [must] file 'proof by affidavit made by the party of the facts constituting the claim'"]; 231st Riverdale LLC v 7 Star Home Furniture Inc., 198 AD3d 524, 525 [1st Dept 2021]; Feffer v Malpeso, 210 AD2d 60 [1st Dept 1994]).

In matters of default, where "the defendant fail[s] to appear, and the plaintiff does not have the benefit of discovery, the supporting affidavit "need only allege enough facts to enable a court to determine that a viable cause of action exists" (Woodson, 100 NY2d at 70-71, citing 7 Weinstein-Korn Miller, NY Civ Prac ¶ 3215.24, at 32-326; see also B&H Flooring, LLC v Folger, 228 AD3d 809 [2d Dept 2024]). "Indeed,

defaulters are deemed to have admitted all factual allegations contained in the complaint and all reasonable inferences that flow from them" (Woodson, 100 NY2d at 71, citing Rokina Opt. Co. v Camera King, 63 NY2d 728, 730 [1984]; see also Petty v Law Off. of Robert P. Santoriella, P.C., 200 AD3d 621, 621 [1st Dept 2021] [holding: "[B]y defaulting, a defendant admits all traversable allegations contained in the complaint, and thus concedes liability, although not damages"]).

However, "[s]ome proof of liability is . . . required to satisfy the court as to the prima facie validity of the uncontested cause of action,' but the standard of proof is 'minimal,' and 'not stringent'" (Petty, 200 AD3d at 621, quoting Joosten v Gale, 129 AD2d 531, 535 [1st Dept 1987]).

*DEFENDANTS 274 BRIGHTON BEACH DRUGS, INC. D/B/A PHARMACY EXPRESS, BIOMETRIC SIGN, INC., BSD OS, LLC, CHAI DIAGNOSTICS, LLC, DIAGNOSTIC NEUROLOGY, P.C., EZ TRIBORO SERVICES, INC., FUNCTIONAL REHABILITATION MEDICINE OF NY, P.C., GLOBAL VERSUS, INC., MCSO PHYSICAL THERAPY, P.C., MYRTLE AVENUE TRADING, LLC, ONE HAND 1 PHYSICAL THERAPY, P.C., PARK CHEMISTS, LLC, QUALITY HEALTH CARE MANAGEMENT CORP., REFUAH DIAGNOSTICS, LLC, SHAARE TZION IMAGING, LLC, SOUTH SHORE OSTEOPATHIC MEDICINE, P.C., TOPAZ V, INC., and ZIVERT CORP.*

Proof of service on a corporation, pursuant to Business Corporation Law § 306, or a limited liability company, pursuant to Limited Liability Company Law § 303, shall include an affidavit of service, providing for, among other things, service

of process on the secretary of state as an agent of the corporation or limited liability company.<sup>2</sup>

Similarly, where a default judgment is sought, as here, against a corporation or limited liability company, the

---

<sup>2</sup> Section 306 of the Business Corporation Law provides, as relevant here: "(b) (1) Service of process on the secretary of state as agent of a domestic or authorized foreign corporation shall be made in the manner provided by clause (i) or (ii) of this subparagraph. . . . (i) Personally delivering to and leaving with the secretary of state or a deputy, or with any person authorized by the secretary of state to receive such service, at the office of the department of state in the city of Albany, duplicate copies of such process together with the statutory fee, which fee shall be a taxable disbursement. Service of process on such corporation shall be complete when the secretary of state is so served. The secretary of state shall promptly send one of such copies by certified mail, return receipt requested, to such corporation, at the post office address, on file in the department of state, specified for the purpose. If a domestic or authorized foreign corporation has no such address on file in the department of state, the secretary of state shall so mail such copy, in the case of a domestic corporation, in care of any director named in its certificate of incorporation at the director's address stated therein or, in the case of an authorized foreign corporation, to such corporation at the address of its office within this state on file in the department. . . ."

"(2) An additional service of the summons may be made pursuant to paragraph four of subdivision (f) of section thirty-two hundred fifteen of the civil practice law and rules" [providing that "[w]hen a default judgment based upon non-appearance is sought against a domestic or authorized foreign corporation which has been served pursuant to paragraph (b) of section three hundred six of the business corporation law, an affidavit shall be submitted that an additional service of the summons by first class mail has been made upon the defendant corporation at its last known address at least twenty days before the entry of judgment"]).

Section 303 of the Limited Liability Company Law provides, as relevant here: "(a) Service of process on the secretary of state as agent of a domestic limited liability company or authorized foreign limited liability company shall be made in the manner provided by paragraph one or two of this subdivision. . . . (1) Personally delivering to and leaving with the secretary of state or his or her deputy, or with any person authorized by the secretary of state to receive such service, at the office of the department of state in the city of Albany, duplicate copies of such process together with the statutory fee, which fee shall be a taxable disbursement. Service of process on such limited liability company shall be complete when the secretary of state is so served. The secretary of state shall promptly send one of such copies by certified mail, return receipt requested, to such limited liability company at the post office address on file in the department of state specified for that purpose. . . ."

proponent must also submit proof that -- either simultaneous with service or after such service -- they executed "additional service of the summons [on the corporation or limited liability company] by first class mail" at the corporation's (or limited liability company's) "last known address" (CPLR § 3215 [g] [4] [i] [emphasis added]; BCL § 306 [b] [2])).

Here, plaintiffs submit proof that on January 15, 2025, plaintiff served the summons and complaint upon defendants pursuant to Business Corporation Law § 306 (b) and/or Limited Liability Company Law § 303 (see NYSCEF Doc. Nos. 02, 07-09, 12, 15-17, 19-21, 24, 27, 29-30, and 32-33, affidavits of service [providing that service of process was effectuated upon the Secretary of State]). Further, plaintiffs submit an affirmation of additional service on defendants in accordance with CPLR § 3215 [g] [4] [i] (see NYSCEF Doc. No. 49, affirmation of additional mailing).

Plaintiffs also demonstrate sufficient proof of the facts supporting its claim. Specifically, plaintiffs submit the affirmation of Eduardo Barrantes, claims associate of plaintiff (NYSCEF Doc. No. 52); affirmation of Lucille Guillo, Examination Under Oath (EUO) coordinator for plaintiff (NYSCEF Doc. No. 53); the police accident report (NYSCEF Doc. No. 56); the NF-2 forms (NYSCEF Doc. No. 57); three EUO requests and corresponding transcripts, detailing claimants' failure to appear at each

EUO (NYSCEF Doc. No. 58); IME request for claimant and affirmation of claimant's non-appearance (NYSCEF Doc. No. 60); and NF-3 Form (NYSCEF Doc. Nos. 61 and 62).

These submissions establish claimants' failure to appear for the scheduled EUOs and IMEs, which violates a condition precedent for the no-fault claims by defendants as assignees of claimants, and entitles plaintiffs to deny payment to said defendants (see generally 11 NYCRR § 65-1.1; see also 11 NYCRR § 65-3.5; Hertz Corp. v Active Care Med. Supply Corp., 124 AD3d 411, 411 [1st Dept 2015]).

Lastly, plaintiffs submit proof that despite proper service of the summons and complaint, defendants have not timely appeared or answered (see NYSCEF Doc. No. 51, affirmation of David F. Boucher, Esq.). Therefore, plaintiffs' motion (seq. no. 01) for a declaratory judgment against defendants 274 BRIGHTON BEACH DRUGS, INC. D/B/A PHARMACY EXPRESS, BIOMETRIC SIGN, INC., BSD OS, LLC, CHAI DIAGNOSTICS, LLC, DIAGNOSTIC NEUROLOGY, P.C., EZ TRIBORO SERVICES, INC., FUNCTIONAL REHABILITATION MEDICINE OF NY, P.C., GLOBAL VERSUS, INC., MCSO PHYSICAL THERAPY, P.C., MYRTLE AVENUE TRADING, LLC, ONE HAND 1 PHYSICAL THERAPY, P.C., PARK CHEMISTS, LLC, QUALITY HEALTH CARE MANAGEMENT CORP., REFUAH DIAGNOSTICS, LLC, SHAARE TZION IMAGING, LLC, SOUTH SHORE OSTEOPATHIC MEDICINE, P.C., TOPAZ V, INC., and ZIVERT CORP. is granted.

*DEFENDANT MICHAEL YURYEV, D.O.*

It is black letter law that, "personal service . . . shall be made by . . . delivering the summons within the state to the person to be served; or by delivering the summons within the state to a person of suitable age and discretion at the actual place of business, dwelling place, or usual place of abode of the person to be served and by either mailing the summons to the person to be served at his or her last known residence or . . . at his or her actual place of business . . . Proof of service shall identify such person of suitable age and discretion and state the date, time and place of service . . ." (CPLR § 308 [1]; [2]).

Here, plaintiff appropriately served defendant with the summons and complaint pursuant to CPLR § 308 (2) (NYSCEF Doc. No. 18). Further, plaintiff submits proof that the individual defendant was not in military service at the time of the default (see 50 USC § 3931 [b] [1] [emphasis added]; see also Military Law § 309 [1]). Accordingly, in consideration of the aforementioned proof of the facts supporting plaintiffs' claim, plaintiffs' motion (seq. no. 01) for a declaratory judgment against defendant MICHAEL YURYEV, D.O. is granted.

*DEFENDANTS QUALITY LABORATORY SERVICE and QUEST DIAGNOSTIC*

Where, as here, non-appearing defendants are corporations served with the summons and complaint through an authorized agent pursuant to CPLR § 311 (a)(1),<sup>3</sup> the affidavit of service must state that the individual who accepted service was authorized to do so in order to qualify as proper service under CPLR § 311 (see Manfredo v 100-106 LLC, 224 AD3d 626 [1st Dept 2024]; see also Pinzon v IKEA New York, LLC, 163 AD3d 733 [2d Dept 2018]).

Plaintiff's affidavits of service are defective, as neither affidavit purports to have effectuated service on an individual "authorized to receive service" (emphasis added) (CPLR § 311; see also Glob. Connect Strategic Voice Broadcasting, Corp. v Oxford Collection Agency, Inc., 50 AD3d 737 [2d Dept 2008] [finding that plaintiff's service of process upon defendant corporation did not comply with CPLR § 311 (a)(1) where there was no indication that the recipient of the summons and complaint made any representation to the process server of having authority to receive service on behalf of the

---

<sup>3</sup> CPLR § 311 (a)(1) provides, "Personal service upon a corporation or governmental subdivision shall be made by delivering the summons as follows: upon any domestic or foreign corporation, to an officer, director, managing or general agent, or cashier or assistant cashier or to any other agent authorized by appointment or by law to receive service."

defendant])). Therefore, plaintiffs' motion for a declaratory judgment against defendants is denied without prejudice.

*DEFENDANTS FRESHPOND PHARMACY INC., AV CHEMIST LLC, SCOB, LLC, ANJANI SINHA MEDICAL, P.C., PSYCHOLOGY 21, P.C., BEACH MEDICAL REHABILITATION, P.C. and DS MEDICAL DIAGNOSTICS, P.C.*

Though plaintiffs move for a default judgment against defendants, defendants have answered the complaint, albeit untimely.

Under CPLR § 3012 (d), the court may compel a party to accept an untimely pleading "upon such terms as may be just and upon a showing of reasonable excuse for delay or default" (CPLR § 3012 (d); see also CPLR § 2004 ["the court may extend the time fixed by any statute, rule or order for doing an act, upon such terms as may be just and upon good cause shown"])). Whether a reasonable excuse exists is a "discretionary, sui generis determination to be made by the court based on all relevant factors" including, among other things, whether there has been prejudice to the opposing party, whether there has been willfulness, and the policy in favor of resolving cases on the merits" (New Media Holding Co. LLC v Kagalovsky, 97 AD3d 463, 465 [1st Dept 2012]; see also Chevalier v 368 E. 148th St. Assoc., LLC, 80 AD3d 411, 413-414 [1st Dept 2011])). Therefore, plaintiffs' motion for a declaratory judgment against defendants

is denied without prejudice, and the parties shall appear for a conference before the Court on February 18, 2026 at 12:30 P.M.

Accordingly, it is hereby

ORDERED that plaintiffs' GOVERNMENT EMPLOYEES INSURANCE COMPANY, including its subsidiaries and affiliates, GEICO GENERAL INSURANCE COMPANY, GEICO INDEMNITY COMPANY and GEICO CASUALTY COMPANY motion (seq. no. 01) for a declaratory judgment against defendants 274 BRIGHTON BEACH DRUGS, INC. D/B/A PHARMACY EXPRESS, BIOMETRIC SIGN, INC., BSD OS, LLC, CHAI DIAGNOSTICS, LLC, DIAGNOSTIC NEUROLOGY, P.C., EZ TRIBORO SERVICES, INC., FUNCTIONAL REHABILITATION MEDICINE OF NY, P.C., GLOBAL VERSUS, INC., MCSO PHYSICAL THERAPY, P.C., MYRTLE AVENUE TRADING, LLC, MICHAEL YURYEV, D.O., ONE HAND 1 PHYSICAL THERAPY, P.C., PARK CHEMISTS, LLC, QUALITY HEALTH CARE MANAGEMENT CORP., REFUAH DIAGNOSTICS, LLC, SHAARE TZION IMAGING, LLC, SOUTH SHORE OSTEOPATHIC MEDICINE, P.C., TOPAZ V, INC., and ZIVERT CORP. is granted; it is further

ORDERED that the Clerk of Court is directed to enter judgment in favor of plaintiffs GOVERNMENT EMPLOYEES INSURANCE COMPANY, including its subsidiaries and affiliates, GEICO GENERAL INSURANCE COMPANY, GEICO INDEMNITY COMPANY and GEICO CASUALTY COMPANY and against defendants 274 BRIGHTON BEACH DRUGS, INC. D/B/A PHARMACY EXPRESS, BIOMETRIC SIGN, INC., BSD OS, LLC, CHAI DIAGNOSTICS, LLC, DIAGNOSTIC NEUROLOGY, P.C., EZ

TRIBORO SERVICES, INC., FUNCTIONAL REHABILITATION MEDICINE OF NY, P.C., GLOBAL VERSUS, INC., MCSO PHYSICAL THERAPY, P.C., MYRTLE AVENUE TRADING, LLC, MICHAEL YURYEV, D.O., ONE HAND 1 PHYSICAL THERAPY, P.C., PARK CHEMISTS, LLC, QUALITY HEALTH CARE MANAGEMENT CORP., REFUAH DIAGNOSTICS, LLC, SHAARE TZION IMAGING, LLC, SOUTH SHORE OSTEOPATHIC MEDICINE, P.C., TOPAZ V, INC., and ZIVERT CORP.; it is further

ORDERED and ADJUDGED that plaintiffs GOVERNMENT EMPLOYEES INSURANCE COMPANY, including its subsidiaries and affiliates, GEICO GENERAL INSURANCE COMPANY, GEICO INDEMNITY COMPANY and GEICO CASUALTY COMPANY are not obligated to honor or pay any current or future claims from defendants 274 BRIGHTON BEACH DRUGS, INC. D/B/A PHARMACY EXPRESS, BIOMETRIC SIGN, INC., BSD OS, LLC, CHAI DIAGNOSTICS, LLC, DIAGNOSTIC NEUROLOGY, P.C., EZ TRIBORO SERVICES, INC., FUNCTIONAL REHABILITATION MEDICINE OF NY, P.C., GLOBAL VERSUS, INC., MCSO PHYSICAL THERAPY, P.C., MYRTLE AVENUE TRADING, LLC, MICHAEL YURYEV, D.O., ONE HAND 1 PHYSICAL THERAPY, P.C., PARK CHEMISTS, LLC, QUALITY HEALTH CARE MANAGEMENT CORP., REFUAH DIAGNOSTICS, LLC, SHAARE TZION IMAGING, LLC, SOUTH SHORE OSTEOPATHIC MEDICINE, P.C., TOPAZ V, INC., and ZIVERT CORP.; it is further

ORDERED that, within twenty days from the date of this decision and order, plaintiffs shall serve a copy of this order, with notice of entry, on defendants 274 BRIGHTON BEACH DRUGS,

INC. D/B/A PHARMACY EXPRESS, BIOMETRIC SIGN, INC., BSD OS, LLC, CHAI DIAGNOSTICS, LLC, DIAGNOSTIC NEUROLOGY, P.C., EZ TRIBORO SERVICES, INC., FUNCTIONAL REHABILITATION MEDICINE OF NY, P.C., GLOBAL VERSUS, INC., MCSO PHYSICAL THERAPY, P.C., MYRTLE AVENUE TRADING, LLC, MICHAEL YURYEV, D.O., ONE HAND 1 PHYSICAL THERAPY, P.C., PARK CHEMISTS, LLC, QUALITY HEALTH CARE MANAGEMENT CORP., REFUAH DIAGNOSTICS, LLC, SHAARE TZION IMAGING, LLC, SOUTH SHORE OSTEOPATHIC MEDICINE, P.C., TOPAZ V, INC., and ZIVERT CORP., as well as on the Clerk of the Court, who shall enter judgment accordingly; it is further

ORDERED that plaintiffs' motion (seq. no. 01) for a default judgment against defendants FRESHPOND PHARMACY INC., AV CHEMIST LLC, SCOB, LLC, ANJANI SINHA MEDICAL, P.C., PSYCHOLOGY 21, P.C., BEACH MEDICAL REHABILITATION, P.C. DS MEDICAL DIAGNOSTICS, P.C., QUALITY LABORATORY SERVICE and QUEST DIAGNOSTIC is denied, without prejudice; and it is further

ORDERED that the Clerk of Court shall mark the file accordingly.

12/19/2025  
DATE

  
EMILY MORALES-MINERVA, J.S.C.

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