

**Hereford Ins. Co. v Gibson**

2026 NY Slip Op 30074(U)

January 9, 2026

Supreme Court, New York County

Docket Number: Index No. 152411/2025

Judge: David B. Cohen

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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. DAVID B. COHEN PART 58**

*Justice*

-----X

HEREFORD INSURANCE COMPANY,

Plaintiff,

- v -

MICHAEL GIBSON, *et al.*,

Defendants.

-----X

INDEX NO. 152411/2025

MOTION DATE 08/25/2025

MOTION SEQ. NO. 001

**DECISION + ORDER ON  
MOTION**

The following e-filed documents, listed by NYSCEF document number (Motion 001) 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 51

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

In this no-fault declaratory judgment action, plaintiff moves, on default, for a default judgment against several defendant medical providers and claimants Gibson and Muhammad.

Plaintiff contends that it is entitled to a declaration that it has no obligation to provide no-fault coverage for defendants' claims related to an April 21, 2024 motor vehicle accident involving claimants, on the grounds that they failed to return signed transcripts of their examinations under oath (EUO) and to appear for two duly-scheduled independent medical examinations (IME), and as there is a founded belief that their injuries did not arise from an insured incident.

The failure to return a signed EUO transcript constitutes a material breach of an insurance policy and precludes recovery under the policy (*MDRN Intelligence Living Wolfhome v Hartford Fin. Svces. Group, Inc.*, 216 AD3d 409 [1st Dept 2023]; *Kemper Independent Ins. Co. v Cornerstone Chiro., P.C.*, 185 AD3d 468 [1st Dept 2020]). However, plaintiff submits no evidence that the requests for claimants to sign the transcripts along with the transcripts were mailed to the claimants, nor do the two affiants on this motion allege any personal knowledge

that the requests were mailed and/or that any procedures used for mailing such requests were followed here. Plaintiff thus fails to establish that claimants failed to return signed transcripts that had been mailed to them.

However, plaintiff establishes that it timely requested IMEs of Gibson and Muhammad but that they twice failed to appear, thus vitiating insurance coverage (*see Nationwide Genl. Ins. Co. v Gaines*, 237 AD3d 411 [1st Dept 2025]). In light of this result, there is no need to consider the rest of plaintiff's arguments regarding claimants' EUO statements.

Moreover, plaintiff demonstrates that the below defendants were properly served with its pleadings and failed to timely answer or appear. Accordingly, it is hereby

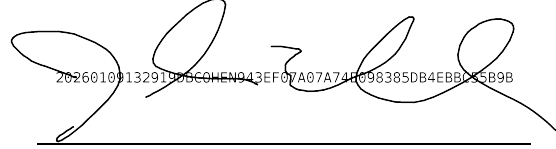
ORDERED that Plaintiff's motion for a default judgment against DEFENDANTS MICHAEL GIBSON, SHARIF MUHAMMAD, 100F10 MEDSUPPLY CORP; A2K NY CORP; BROOKDALE HOSPITAL A/K/A THE BROOKDALE UNIVERSITY HOSPITAL AND MEDICAL CENTER A/K/A BROOKDALE UNIV. HOSP & MED CENTER; BUSINESS ART INC; CHI CHINESE ACUPUNCTURE, PC; GLOSS BK, INC; NORTHWELL HEALTH LABORATORIES D/B/A NORTH SHORE LIJ HEALTH SYSTEM LABORATORIES; SANSARA MED PRODUCTS COR; THE BROOKDALE HOSPITAL MEDICAL CENTER A/K/A BROOKDALE HOSPITAL A/K/A BROOKDALE HOSPITAL MEDICAL CENTER; and URGENT PHYSICAL THERAPY PC is GRANTED; and it is further

ORDERED, ADJUDGED, and DECLARED that as such, HEREFORD is not required to pay any sums, monies, damages, awards and/or benefits to MICHAEL GIBSON, SHARIF MUHAMMAD, 100F10 MEDSUPPLY CORP; A2K NY CORP; BROOKDALE HOSPITAL A/K/A THE BROOKDALE UNIVERSITY HOSPITAL AND MEDICAL CENTER A/K/A

BROOKDALE UNIV. HOSP & MED CENTER; BUSINESS ART INC; CHI CHINESE ACUPUNCTURE, PC; GLOSS BK, INC; NORTHWELL HEALTH LABORATORIES D/B/A NORTH SHORE LIJ HEALTH SYSTEM LABORATORIES; SANSARA MED PRODUCTS COR; THE BROOKDALE HOSPITAL MEDICAL CENTER A/K/A BROOKDALE HOSPITAL A/K/A BROOKDALE HOSPITAL MEDICAL CENTER; and URGENT PHYSICAL THERAPY PC, including but not limited to Mandatory Personal Injury Protection (No-Fault) claims/benefits, Additional Personal Injury Protection claims/benefits, Uninsured/Underinsured Motorist Coverage claims/benefits, Supplemental Uninsured/Underinsured Motorist Coverage claims/benefits, any and all medical-payment claims/benefits; any and all bodily-injury-liability claims/benefits, in connection with the alleged incident of April 21, 2024, under HEREFORD claim number HLV24002004, and any such lawsuits and/or arbitrations seeking to collect on same are hereby dismissed in accordance with this order; and it is further

ORDERED that the Clerk is directed to enter judgment as against the DEFENDANTS, MICHAEL GIBSON, SHARIF MUHAMMAD, 100F10 MEDSUPPLY CORP; A2K NY CORP; BROOKDALE HOSPITAL A/K/A THE BROOKDALE UNIVERSITY HOSPITAL AND MEDICAL CENTER A/K/A BROOKDALE UNIV. HOSP & MED CENTER; BUSINESS ART INC; CHI CHINESE ACUPUNCTURE, PC; GLOSS BK, INC; NORTHWELL HEALTH LABORATORIES D/B/A NORTH SHORE LIJ HEALTH SYSTEM LABORATORIES; SANSARA MED PRODUCTS COR; THE BROOKDALE HOSPITAL MEDICAL CENTER A/K/A BROOKDALE HOSPITAL A/K/A BROOKDALE HOSPITAL MEDICAL CENTER; and URGENT PHYSICAL THERAPY PC.; and it is further

ORDERED that the remaining parties appear for a preliminary conference on February 17, 2026 at 10:30 a.m., at 71 Thomas Street, Room 305, New York, New York.



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1/9/2026  
DATE

DAVID B. COHEN, 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