

SHORT FORM ORDER

SUPREME COURT OF THE STATE OF NEW YORK

PRESENT: HON. DENISE L. SHER
Acting Supreme Court Justice

GOVERNMENT EMPLOYEES INSURANCE CO.,
GEICO INDEMNITY CO. and
GEICO GENERAL INSURANCE COMPANY,

TRIAL/IAS PART 31
NASSAU COUNTY

Plaintiffs,

Index No.: 8085/11
Motion Seq. No.: 02
Motion Date: 07/06/12

- against -

XXX

PAUL ANDRE et al.,

Defendants.

The following papers have been read on this motion:

	Papers Numbered
Notice of Motion, Affirmation and Exhibits	1

Upon the foregoing papers, it is ordered that the motion is decided as follows:

Plaintiff's motion, pursuant to CPLR § 3215, for entry of a default judgment against defendants Absolute Approach Medical. P.C., Acupuncture Approach, P.C., Acupuncture Uni Care, P.C., Advanced Psychological Care, P.C., Ali Aime, Ako Medical, P.C., Al Acupuncture, P.C., Aleman & Hastava Chiropractors P.C. d/b/a Hastava & Aleman Assicates, P.C., Guerline Alexandre, Velda Alexandre, Vladimir Alhov, Alpha Acupuncture, P.C., AMD Chiropractic, P.C., American Practice for Wellmess & Acupuncture, P.L.L.C., Americhoice Medical, P.C., Paul Andre, Marquil Appolon, Argos Chiropractic, P.C., Paul Auguste, Ave P Rehab & Medical Plaza, P.C., B & Y Surgical Supplies, Inc., Nakkia Ballinger, Salhiram Balthazar, Claude Baptiste, Barakat Medical Care, P.C., Oleg Barshay, DC, Melvin L. Bell, Best Acupuncture,

P.C., B.H.C. Chiropractic, P.C., Roudolph Birotte, Boris Kleyman Physician, P.C., Charles Bottex a/k/a Claudel Bottex, Maurice Bouliss, Jean R. Bourdeau a/k/a Peter Louis, Lavonna Broswell, Sade Brown, B.Y. M.D. P.C., Capolino of NYC Chiropractic, Caritas Health Care, Inc., Serge Castor, Cautious Care Medical, P.C., Central Radiology Services, P.C., Augustin Chanson, Guy Chrispin, City Care Acupuncture, P.C., Serge Clermont, CNC Acupuncture Health Care, P.C., Steven Colas, Core Rehab & P.T. P.C., Cortel You Health Care Medical, P.C., Cleophas Craigg, Culex Acupuncture, P.C., Darlington Medical Diagnostic, P.C., Lorraine Delany, Farah Denaud, Diagnostic Neurology, P.C., Diagnostic Plus Medical, P.C., DL Acupuncture Services, P.C., Doctor of Medicine in the House, P.C., Dorsi Medical Supply, Inc., Nocius Dorvil, Kitchelaine Douze, Eagle Surgical Supply, Inc., East Acupuncture Health Care, P.C., Easy Care Acupuncture, P.C., Latisha C. Edmond, Benoit Edouard, Essential Radiology, P.C., Excel Imaging, P.C., Exclusive Medical Supply, Inc., Exclusive Physical Therapy, P.C., EZ Acupuncture, P.C., FEMA Medical Supply, Inc., Fine Healing Acupuncture, P.C., First Alternative PLM Acupuncture, P.C., Flatbush Medical Care, P.C., FMF Medical, P.C., Fountain Medical, P.C., Fanfan Frantz a/k/a Raymond Griffen a/k/a Gregory Lamour, Nevillon Fung, GA Physical Therapy, P.C., Gaba Medical, P.C., Ramar J. Gardiner, Garnet Acupuncture, P.C., Lesly Georges, Maryse Gervaise, Golden Rehab PT, P.C., Marilyn J. Grant, Michael D. Green, M.D., Raymond Griffin, Annite Guervil, Larry Gurley, Head to Toe PT, P.C., Healing Art Acupuncture, P.C., Helios Acupuncture, P.C., JoJo Henry, High Definition MRI, P.C., Highlawn Best Medical Supply, Inc., Corey Hodge, Pearl Holloway, Darrell M. Howell, IAV Medical Supply, Inc., Ideal Medical Supply, Inc., I.D.F. Medical Diagnostic, P.C., IMA Acupuncture, P.C., Immediate Imaging, P.C., Infinity Chiropractic Health, P.C., Infinity Health Products, Ltd., Infinity Psychological Services, P.C., Kerisha Jablonowski, Louis Jean, Sonel Jean, Ricot Jeanty, Jian Kang, Inc., Hector Johnson, Arilynx Joseph, Jerry A. Joseph, Sedaine Joseph, Steven

Joseph, JSZ Acupuncture, P.C., Justin-Kenton Jordan, Karina K Acupuncture, P.C., Lithelson Laguerre, Gregory Lamour, Benito Lazarre, Jacenta Lebron, Wilbert Legiste, Lemonti Medical, P.C., Frederick Lombardo, Marie Louis-Charles, Love Chiropractic, P.C., Lucky Chiropractic, P.C., Jules Maddy, Jean Maitre, Lionel Marius, Maspeth Roura Medical Care, P.C., Frantz Maxime, Maximum Chiropractic, P.C., Jean Mayard, Med-Aid Supply, Inc., Medicare Supply, Inc., Linda Menier, Mike Supply, Inc., MK Chiropractic, P.C., Corey Moore, Morris Park Heights Chiropractic, P.C., MT Services PT, P.C., Muhammed Muhammed, Multi Service of NY, Inc., National Medical & Surgical Supply, Inc., Jean Nebajoth, New Century Osteopathic, P.C., New Era Massage Therapy, P.C., New York Diagnostic Medical Care P.C., Number 1 Acupuncture Office P.C., N.Y. Osteopathic, P.C., Oasis Physical Therapy, P.C., Ocean One Physical Therapy, P.C., Olmeur Medical, P.C., Omega Diagnostic Imaging, P.C., Optimal Well-Being Chiropractic, P.C., Rolland Orji, Ortho-Med Surgical Supply, Inc., Park Slope Emergency Physician Service, P.C., Park Slope Medical and Surgical Supply, Inc., Parkway Supplies, Inc., Marie Paul, Rodger Paul, Marie Payoute, Personal Touch Medical Care, P.C., Personal Touch Medical, P.C., Marc A. Pierre-Louis, Andrew Pierre-Saint, PMR Medical & Diagnostic, P.C., Pollenex Service, Inc., Pomona Medical Diagnostics, P.C., Prime Psychological Services, P.C., Professional Health Imaging, P.C., ProMed Orthocare Supply, Inc., Jean-Gabriel Providence, PZB Chiropractic, P.C., Quality Diagnostic Imaging, P.C., RDB Medical Care, P.C., Jean Rene, Claudia Richmond, Right Aid Diagnostic Medicine, P.C., Honore Robinson, Rockaway Family Medical Care, P.C., Ronald R. Discenza, M.D. P.C., Reta Rot, Rwan PT. P.C., Ritchye M. Sanon, Scott Chiropractic, P.C., Searay Medical, P.C., Ser Sano, Inc., Sharp Radiology, P.C., Shore Acupuncture, P.C., Shore Medical Diagnostic, P.C., Hally Sigue, Silver Needle Acupuncture, P.C., Wade Simmons, Sondus Physical Therapy, P.C., St. John Medical Care, P.C., Jean Emil St. Jour, St. Marks' Chiropractic, P.C., Star Medical & Diagnostic, P.L.L.C., Natisha

C. Starkey, Marcus Steele, Kelvin Sullivan, Leslie D. Theodore, Topaz Chiropractic, P.L.L.C., Topaz Medical, P.C., Total Global Medical, P.C., Unique Medical & Diagnostic, P.C., Universal Medical & Diagnostic, P.C., Unlimited Products, Ltd., Uptown Chiropractic, P.C., V&T Medical, P.C., Valley Psychological, P.C., VAS Medical, P.L.L.C., Vega Chiropractic, P.C., Vista Diagnostic Medical, P.C., Scott Weiss, Izidor Wesner, Westendbay Enterprises, Inc., Bessie White, Chardonnay White, W.H.O. Acupuncture, P.C., Zion Acupuncture, P.C. and Chiropractic Back Care, P.C. is hereby **GRANTED**.

Plaintiff proves jurisdiction by annexing a copies of the Affidavits of Service of the Summons and Verified Complaint upon the defendants. *See* Plaintiff's Affirmation in Support Exhibits 2 - 249. Plaintiff proves defendants' default in the Affirmation of Counsel. Plaintiff proves its claim in the supporting exhibits. *See* CPLR § 3215(f); *Joosten v. Gale*, 129 A.D.2d 531, 514 N.Y.S.2d 729 (1st Dept. 1987).

The Court notes plaintiff's compliance with additional service of the Summons and Verified Complaint on the corporate defendants pursuant to CPLR § 3215(g)(4)(i).

Accordingly, it is hereby

ORDERED, on the First Cause of Action, that the pertinent accidents as detailed in plaintiff's Complaint were staged, not genuine, and plaintiff therefore is not obligated to pay any first-party benefits on the Subject Policies to the healthcare providers, named insureds and/or claimants, including, but not limited to no-fault, uninsured motorist and/or underinsured motorist benefits, and that plaintiff is not obligated to defend the named insureds or the individuals who operated the insured vehicles for claims that are made against them seeking damages and payment under the Subject Policies. And it is further

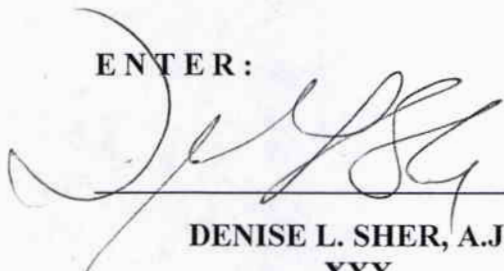
ORDERED, on the Second Cause of Action, that the pertinent "policies" were procured through fraud, and plaintiff therefore is not obligated to pay any claims that arise from the Subject Policies; including but not limited to first-party benefits to the healthcare providers or the named insureds, including, but not limited to no-fault, uninsured motorist and/or underinsured

motorist benefits and that plaintiff is not obligated to defend the named insureds or the individuals who operated the insured vehicles for claims that are made against them seeking damages and payment under the Subject Policies. And it is further

ORDERED, on the third Cause of Action, that with respect to the claims listed on Exhibit "3," the insured and/or claimant's failure and/or refusal to appear for an examination under oath requested by plaintiff constituted a material breach of a condition to coverage, and that as a result, plaintiff has no obligation to pay first-party benefits to the healthcare providers, named insureds and/or claimants, including, but not limited to no-fault, uninsured motorist and/or underinsured motorist benefits.

This constitutes the Decision and Order of this Court.

ENTER:



DENISE L. SHER, A.J.S.C.
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Dated: Mineola, New York
August 1, 2012

ENTERED
AUG 06 2012
NASSAU COUNTY
COUNTY CLERK'S OFFICE