

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU**

AIG NATIONAL INSURANCE COMPANY,

**MICHELE M. WOODARD,
J.S.C.
TRIAL/IAS PART 11
INDEX NO. 022124/09
Motion Sequence No.: 02**

Plaintiff,

DECISION & ORDER

-against-

DUANE ADAMS, ANTHONY DIAFERIA, ANNETTE
MALCOLM A/K/A ANNETTE MALKOLM, NIGEL
MALCOM A/K/A NIGEL MALKOLM, RICHARD CANNON,
ANTHONY PRINCE, MOHAMMED MOTALEB, DAVID STATEN,
JOSEPH CLAYTON, JUDELAE CHARLES, ROSHAND
CORNEILLE, ROGERICK PETERS, VON DIGGS, JENNY
SPARROW, JAMES BLACK, KEVIN KING, SANTA BARBARA
LOUIS, ALIENA VARGAS, STANLEY JOSEPH, SPENCER
VIXAMA, SHAMEEK BROWN, ERNESTO CRUZ, JR A/K/A
ERNESTO CRUZ, DARNELL JULIEN, TRAVIS BROTHERS,
MORY KABA, JAMEEL CALLENDAR, RICARDO
RODRIGUEZ MENTOR, MARKENSY FRANCOIS, PIA
PHILLIPS, JEROME FORD, DAVID SMITH, BRENDA SMITH,
MASAI PILGRIM, MERRICK MEDGLEY, DESMOND CRAIG,
EDDY DUVERCE, BRANDON HALL, ARNOLD WALLEY,
SHARABIA ROGERS, ANDRE PHILIPS, KRISHAN ST. JOHN,
KEVON CLEARY, TYESHA BROWN, KENDAL EDWARDS,
TERRANCE DILLARD, DANIEL HYACHINTHE, SONATE F FILS,
S ARCOS CEVALLOS S A/K/A S.A. ARCOS-CEVALLOS,
JULIA RODRIGUEZ, MICHAEL ROBLEDO, AMIR BROWN,
KERREL GARRAWAY, AMANDA CHARLES, JOVANI
MCCOLLIN, JEAN ESTIME, MAX PIERRE, BRANDON
DEVERGA, BLAISE JACINTHE, ARTUR MARKOV,
CYANNE CROSS, ULRICKSON CAJUSTE, REGINAL
ALEXANDRE A/K/A REGINALD ALEXANDRE, RICARDO
DAVIS A/K/A RICARDO DAVID, JILANI BAKHARI, MELISSA
CHARLES, SOLOMON BANKS, ABDUL GARRETT, SHERICE
WATSON, ANTHONY EDWARDS, KAREEM MILLS, JEFFREY

JEANPIERRE, MONIQUE WHITE, RINGO DEL CID, NICHOLAS JOHNSON, AUNDRE MARSHALL, JOHN CLYNE, ALBERT PASCALL, REGINAL ALEXANDRE, DERRICK ULETT, SHAMEL ALDRIDGE, DARREYL WILLIAMS, AMIR BROWN, CALVIN CHRISTOPHER, RANDOLPH BEST, TRACEY STEVES, MARISSA HOSTENS, ADRIANA GONZALEZ, FELIX BURGOS A/K/A FELIX L. BURGOS A/K/A FELIX L. BAYONA BURGOS, LOVE ST. URBAIN, **(drivers/occupants/owners of other vehicles)** ANTHONY STROLL NORMAN A/K/A NORMAN STOLL, MARCEL PIERRE, EDWINA NEPTUNE, DAVID ADAMS, RHONDA ADAMS,

(“Individual Defendants”),

-and-

AS ACUPUNCTURE, P.C., AA ACUPUNCTURE SERVICE, P.C., ABSOLUTE APPROACH MEDICAL, P.C., ABSOLUTE CARE MEDICAL, P.C., ACUPATH LABORATORIES, INC., ACUPUNCTURE HEALTHCARE PLAZA I, P.C., AKO MEDICAL, P.C., ALEKS MODERN ACUPUNCTURE, P.C., ALEV MEDICAL SUPPLY, INC., ALIGN FOR HEALTH CHIROPRACTIC, P.C., ALPHA ACUPUNCTURE, P.C., AMBULATORY SURGERY CENTER OF E TREMONT, ANESTHESIA ASSOCIATES OF BAY RIDGE, LLP, ANWAR M ROMILLA, M.D., AP ORTHOPEDIC & REHABILITATION, P.C., A-QUALITY MEDICAL SUPPLY, CORP., ARGOS CHIROPRACTIC, P.C., ART OF HEALING MEDICINE, P.C., ART OF PHYSICAL THERAPY, P.C., ASNODIN DIANALAN, ATLANTIC SPORTS MEDICINE, P.C., AUGUST ACUPUNCTURE, P.C., AVE K MEDICAL, P.C., AVE P REHAB & MEDICAL PLAZA, P.C., BAYRIDGE ASSOCIATIONS SURGEONS, P.C., BEAL-MEDEA PRODUCTS, INC., BENJAMIN CORTIJO, JR., BLUMENTHAL CHIROPRACTIC, P.C., BOULEVARD SURGICAL CENTER, INC., BRIGHT MEDICAL SUPPLY, CORP., BROOKDALE HOSPITAL, BROWNSVILLE ADVANCED MEDICAL, P.C., BY MEDICAL, P.C., CANARSIE CHIROPRACTIC, P.C., CANON CHIROPRACTIC CARE, P.C., CENTRAL RADIOLOGY SERVICES, P.C., CITY CARE ACUPUNCTURE, P.C., CITY DENTAL SERVICES, P.C., CNC ACUPUNCTURE HEALTH CARE, P.C., COMPREHENSIVE ANESTHESIA ASSOCIATES, PLLC, CONEY ISLAND HOSPITAL, D.S. CHIROPRACTIC, P.C., D&H REHABILITATION MEDICAL, P.C., DANIEL P KLEIN, DL ACUPUNCTURE SERVICES, P.C., DORSI MEDICAL SUPPLY, INC., DOVPHIL ANESTHESIOLOGY GROUP, PLLC., EAGLE SURGICAL

SUPPLY, INC., EAST TREMONT MEDICAL CENTER, EASTERN STAR
 ACUPUNCTURE, P.C., EAST-WEST TOP MEDICAL, P.C.,
 EASY CARE ACUPUNCTURE, P.C., ESSENTIAL RADIOLOGY, P.C.,
 EXCEL ASSIST MEDICAL, P.C., EXCEL IMAGING, P.C., FINE ARTS
 PHYSICAL THERAPY, P.C., FLATBUSH MEDICAL CARE, P.C.,
 FLATLANDS MEDICAL, P.C., FLUSHING TRADITIONAL
 ACUPUNCTURE, P.C., FOCAL CARE PHYSICAL THERAPY, P.C.,
 FOSTER HEALTH MEDICAL, P.C., GA PHYSICAL THERAPY, P.C.,
 GLM MEDICAL, P.C., GOLDEN-CARE MEDICAL, P.C.,
 GRAND MEDICAL SUPPLY, INC., GREEN FIELD ACUPUNCTURE, P.C.,
 GZ MEDICAL AND DIAGNOSTIC, P.C., HASTAVA & ALEMAN
 ASSOCIATES, P.C., D/B/A ALEMAN & HASTAVA CHIROPRACTORS P.C.,
 HEAD TO TOE, P.T. P.C., D/B/A HEAD TO TOE, HEAL SUPPLY, INC.,
 HURGADA PHYSICAL THERAPIST, P.C., IAV MEDICAL SUPPLY,
 INC., IDEAL MEDICAL SUPPLY, INC., IMPROVED CARE
 CHIROPRACTIC, P.C., INFINITY CHIROPRACTIC HEALTH, P.C.,
 INFINITY HEALTH PRODUCTS, LTD., INTERVENTIONAL PAIN
 SOULUTIONS, PLLC., JK CHIROPRACTIC, P.C., JR CHIROPRACTIC,
 P.C., KINGS HIGHWAY PSYCHOLOGICAL, KJC CHIROPRACTIC, P.C.,
 LAINE CHIROPRACTIC, P.C., LI-ELLE SERVICE, INC. LITTLE NECK
 RADIOLOGY, P.C., LUTHERAN MEDICAL CENTER, MANHATTAN
 MEDICAL IMAGING, P.C., MARIA OCA, M.D. D/B/A MARIA ASSUNTA
 G. OCA, M.D., P.C., MAXIMUM RELIEF P.T., P.C., MIND & BODY
 ACUPUNCTURE, P.C., MK CHIROPRACTIC, P.C., MOBILE MEDICAL
 & DIAGNOSTIC, PLLC., MODERN CHIROPRACTIC, P.C., MSSA CORP.,
 NATIONAL MEDICAL & SURGICAL SUPPLY, INC., NEW ERA
 MASSAGE THERAPY, P.C., NEW HP CHIROPRACTIC, P.C., NEW
 MILLENNIUM PSYCHOLOGICAL SERVICES, P.C., NEW
 PSYCHOLOGICAL SERVICES, P.C., NEW YORK RADIOLOGICAL
 ASSOCIATES, P.C., NORTHSTAR MEDICAL, P.C., NUMBER 1
 ACUPUNCTURE OFFICE, P.C., O & M MEDICAL, P.C., OASIS
 PHYSICAL THERAPY, P.C., OLGA BARD ACUPUNCTURE, P.C.,
 OMEGA DIAGNOSTIC MEDICAL, P.C., OMEGA MEDICAL
 DIAGNOSTIC, P.C. D/B/A SHORE MEDICAL DIAGNOSTIC, P.C.,
 ORIENTAL HEALTH CARE ACUPUNCTURE, P.C. D/B/A
 ORIENTAL ACUPUNCTURE HEALTH CARE, P.C., ORTHO-MED
 SURGICAL SUPPLY, INC., PARKVIEW MEDICAL & SURGICAL,
 P.C., PHC SERVICES, LTD., PMR MEDICAL & DIAGNOSTIC, P.C.,
 POMONA MEDICAL DIAGNOSTICS, P.C., PRIMA MEDICAL
 SUPPLY, INC., PROSPERITY CHIROPRACTIC, P.C., PUSH P
 BHANSALI, M.D., QUALITY DIAGNOSTIC IMAGING, P.C.,
 QUALITY HEALTH PRODUCTS, INC., QUALITY PSYCHOLOGICAL
 SERVICES, P.C., RADIOLOGY TODAY, P.C., REFRESHING

ACUPUNCTURE, PLLC., RELIABLE PHYSICAL THERAPY, P.C.,
RICHARD A MORGAN, DO, RICHARD SELDES, RJA PHYSICAL
THERAPY, P.C., SHARP RADIOLOGY, P.C., SHEIL MEDICAL
LABORATORY, SHORE ACUPUNCTURE, P.C., SINHA ANJANI,
SKY CHIROPRACTIC, P.C., SONDUS PHYSICAL THERAPY, P.C.,
SOS MEDICAL SUPPLY, INC., ST. CYRIL PT, P.C., ST. CLAIR
MEDICAL, P.C., STAR MEDICAL & DIAGNOSTIC, SUNRISE
ACUPUNCTURE P.C., SYNERGY FIRST MEDICAL, TRIANGLE R,
INC., UNIQUE CHIROPRACTOR, UNIQUE MEDICAL & DIAGNOSTIC,
P.C., UNITED ORTHO SUPPLY, INC., UPTOWN CHIROPRACTIC,
P.C., UPTOWN HEALTH CARE, UTICA CHIROPRACTIC HEALTH,
P.C., UTICA MEDICAL CARE, P.C., VALLEY PSYCHOLOGICAL, P.C.,
VERRAZANO ACUPUNCTURE, P.C., VICTORY MEMORIAL
HOSPITAL, VISTA DIAGNOSTIC IMAGING, P.C., WISDOM OF
HEALING, INC., Y & W ACUPUNCTURE, PLLC., YKLIK, INC., and
ZION ACUPUNCTURE, P.C.

(**“Provider Defendants”**),

collectively, the Defendants.

Defendants.

-----X
The following Papers read on this motion:

Plaintiff's Notice of Motion

02

The plaintiff moves for default judgment against numerous defendants, both individual and corporate or medical providers. Additionally, it requests' more time to serve the Summons and Complaint on several of the named defendants. The Court has received no opposition to the motion.

NOW, upon the reading and filing of the Plaintiff's Notice of Motion dated January 11, 2011, together with the Affidavit of Maria Mazarese, sworn to on January 11, 2011, the Affirmation of Kevin A. Mattei, Esq., dated January 11, 2011, all exhibits annexed thereto, and the affidavits of due diligence, and there being no opposition, and this Motion having been duly

submitted on May 26, 2011, that portion of the application seeking additional time to serve the Summons and Complaint is **granted** with respect to the individuals and companies set forth in the motion.

As to the default judgment, based on the aforementioned motion papers and upon the affidavits of service, the application for default judgment is **granted** against every individual and medical provider for which an affidavit of service as to the Summons & Complaint and the notice of motion herein are contained in the motion papers. Thus, it is hereby

ORDERED AND ADJUDGED that AIG NATIONAL INSURANCE COMPANY has no contractual duty to defend, nor to provide indemnity coverage for, the said insured's, nor to defend, nor to provide indemnity coverage for, the operators/passengers in the insured vehicles, for the said losses, nor their assignees, in any action for damages arising out of personal injury or property damage as a result of these losses;

ORDERED AND ADJUDGED that AIG NATIONAL INSURANCE COMPANY has no contractual duty to defend, nor to provide indemnity coverage for, the said losses, and that AIG NATIONAL INSURANCE COMPANY has no duty to provide coverage for any claims of no-fault and/or uninsured motorist coverage made by the insured operators, as well as the insured guest passengers, nor their assignees, as a result of these losses.

ORDERED AND ADJUDGED that said policies in connection with these claims are null and void and that AIG NATIONAL INSURANCE COMPANY has no contractual duty to defend any person under such policies in any action or proceeding brought for damages arising out of personal injury or property damage as a result of the said losses.

ORDERED AND ADJUDGED that said policies in connection with these claims are

null and void and that AIG NATIONAL INSURANCE COMPANY has no duty to provide coverage for any claims for no-fault submitted by the Provider Defendant's and or uninsured motorist coverage made by or on behalf of any person or entity in connection with the said losses.

ORDERED AND ADJUDGED that AIG NATIONAL INSURANCE COMPANY has no contractual duty to defend, nor to provide indemnity coverage for the said defendants for the these losses;

ORDERED AND ADJUDGED that said defendants violated their respective obligation to appear for an examination under oath with AIG NATIONAL INSURANCE COMPANY and therefore AIG NATIONAL INSURANCE COMPANY has no duty to defend or indemnify the said defendants, nor their assignees, for any claims of personal injury, no-fault, UM or SUM benefits.

AND IT IS FURTHER ORDERED that plaintiffs are granted an order of restitution from the defaulting defendants the exact amount to be determined upon inquest, plus interest and costs and such other relief as this Court may deem just and proper, together with AIG NATIONAL INSURANCE COMPANY costs, including reasonable attorneys' fees.

AND IT IS FURTHER ORDERED that pursuant to CPLR §306-b and CPLR §308(5), Plaintiff AIG NATIONAL INSURANCE COMPANY is granted an extension of an additional 120 days from the date of this Order to effectuate service and for substituted service as to defendants RICHARD CANNON, JOESPH CLAYTON, ROGERICK PETERS, SPENCER VIXAMA, SHAMEEK BROWN, DARNELL JULIEN, MORY KABA, JAMEEL CALLENDAR, RICARDO RODRIGUEZ MENTOR, MARKENSY FRANCOIS, ANDRE PHILIPS, KEVON CLEARY, DANIEL HYACHINTHE, SONATE F. FILS, KERREL GARRAWAY, AMANDA CHARLES, JOVANI MCCOLLIN, MAX PIERRE, BRANDON DEVERGA, REGINAL ALEXANDRE A/K/A REGINALD

ALEXANDRE, SOLOMON BANKS, ABDUL GARRETT, ANTHONY EDWARDS, JEFFREY
JEANPIERRE, RINGO DEL CID, NICHOLAS JOHNSON, JOHN CLYNE, SHAMEL ALDRIDGE,
AMIR BROWN, CALVIN CHRISTOPHER, RANDOLPH BEST, TRACEY STEVES, LOVE ST.
URBAIN, ANTHONY STROLL NORMAN A/K/A STOLL, ("**Individual Defendants**"), and AS
ACUPUNCTURE, P.C., ANWAR M. ROMILLA, MD, ASNODIN DIANALAN, AUGUST
ACUPUNCTURE, PC, GA PHYSICAL THERAPY, PC, NORTHSTAR MEDICAL, PC, OMEGA
DIAGNOSTIC MEDICAL, PC, RICHARD A. MORGAN, DO, SHARP RADIOLOGY, PC, UNIQUE
CHIROPRACTOR, VISTA DIAGNOSTIC IMAGING PC C/O NEIL L. FUHRER & ASSOC., LLP,
Y&W ACUPUNCTURE, PLLC ("**Provider Defendants**").

AND IT IS FURTHER ORDERED that, Plaintiff AIG NATIONAL INSURANCE
COMPANY is to serve a copy of this Order together with notice of entry on each defendant and to
prepare a Judgment with respect to this matter within twenty (20) days from the date of receipt of
this order.

This constitutes the **DECISION and ORDER** of the Court.

Settle Judgment on Notice as to the default judgments.

DATED: September 22, 2011
Mineola, N.Y. 11501

ENTER:



HON. MICHELE M. WOODARD
J.S.C.

F:\ORDERS\AIG v Adams No.2.wpd

ENTERED
SEP 26 2011
NASSAU COUNTY
COUNTY CLERK'S OFFICE