

SHORT FORM ORDER

SUPREME COURT-NEW YORK STATE-NASSAU COUNTY  
PRESENT:

HON. ANTHONY L. PARGA  
JUSTICE

-----X PART 4  
LANCER INSURANCE COMPANY,

Plaintiff,

INDEX NO. 612915/18

-against-

MOTION DATE: 3/15/19  
SEQUENCE NO. 001

DESMOND MORRIS, MARISOL FRATICELLI,  
RAUL ESTRADA, ABRAM PRESINAL,  
ANSUMANA KAMAR, RAYMOND JACKSON,

(The "Individual Defendants")

-and-

WESTCHESTER MOTOR GROUP II LLC  
d/b/a WESTCHESTER CAR RENTALS,

(The "Insured Defendants")

-and-

ADVANCED SPINAL CARE REHABILITATION  
PA, AR ORTHOPEDICS PC, ARON ROVNER, M.D.,  
ARON ROVNER M.D., PLLC, ASAP PHYSICAL  
THERAPY, P.C., BLISS ACUPUNCTURE P.C.,  
BRIDGES PSYCHOLOGICAL SERVICES P.C.,  
BRIGHT STAR REHAB PHYSICAL THERAPY P.C.,  
BS KINGS COUNTY MEDICAL, P.C., CITIMED  
SERVICES, PA, CITIMEDICAL I, PLLC, DYNAMIC  
SUGERY CENTER, LLC, EMPIRE CITY LABORATORIES,  
INC., EYE ON WELL-BEING ACUPUNCTURE, P.C.,  
GEN CEL DIAGNOSTICS, HEALTH AND COMFORT RX,  
INC., HEALTHPLUS SURGERY CENTER, LLC, HEEL TO  
TOE FOOT CENTER LLC, HUDSON PRO ORTHOPAEDICS  
AND SPORTS MEDICINE LIMITED LIABILITY COMPANY,  
METRO PAIN SPECIALISTS PROFESSIONAL CORPORATION,  
METROPOLITAN MEDICAL & SURGICAL, P.C.,

METROPOLITAN SURGICAL SERVICES LLC,  
 MIISUPPLY LLC, MYRTLE DME NYC INC., NEW  
 SENSE ACUPUNCTURE P.C., NEW YORK CITY  
 HEALTH AND HOSPITALS, NEW YORK CORE  
 CHIROPRACTIC P.C., NEW YORK PAIN  
 MANAGEMENT GROUP, PLLC, NEW YORK  
 WELLNESS PT, P.C., PATRIOT CHIROPRACTIC, P.C.,  
 PETER MORGAN, D.C., PI PHYSICAL THERAPY, P.C.,  
 PREFERRED MEDICAL, P.C., RAPID IMAGING CORP.,  
 REHAB CARE PHYSICAL THERAPY, P.C., ROBERT  
 P. LUCA, D.C, S. RAMACHANDRAN NAIR, M.D., P.C.,  
 SHASHEK CHIRPRACTIC, P.C., SPINAL HEALTH  
 CHIROPRACTIC, P.C., STRUCTURAL SYNERGY  
 PHYSICAL THERAPY, P.C., SUTPHIN SUPPLY INC.,  
 THIRD AVE CHIROPRACTIC CARE, P.C., THIRD  
 AVENUE MEDICAL CARE, P.C., ULTIMATE  
 SUPPLY CARRIER, INC.,

(The "Healthcare Provider Defendants")

Defendants.

-----X  
**Notice of Motion, Affs. & Exs..... 1**

Upon the foregoing papers, the motion brought by plaintiff, Lancer Insurance Company which seeks an order pursuant to CPLR §3215 declaring that Desmond Morris, Marisol Fraticelli, Raul Estrada, Abram Presinal, Ansumana Kamar, Raymond Jackson, Westchester Motor Group II LLC d/b/a Westchester Car Rentals, Advanced Spinal Care Rehabilitation PA, AR Orthopedics PC, Aron Rovner, M.D., Aron Rovner, M.D., PLLC, ASAP Physical Therapy PC, Bliss Acupuncture PC, Bridges Psychological Services, PC, Bright Star Rehab Physical Therapy PC, BS Kings County Medical PC, Citimed Services PA, Citimedical I PLLC, Dynamic Surgery Center, LLC, Empire City Laboratories, Inc., Eye on Well-Being Acupuncture, PC, Gen Cel Diagnostics, Health and Comfort Rx, Inc., Healthplus Surgery Center, LLC, Hudson Pro Orthopaedics and Sports Medicine Limited Liability Company, Metro Pain Specialists Professional Corporation, Metropolitan Medical and Surgical PC, Metropolitan Surgical Services LLC, MIISupply LLC, Myrtle DME NYC Inc., New York Pain Management Group, PLLC, New York Wellness PT, P.C., Patriot Chiropractic PC, Peter Morgan, DC, PI Physical Therapy P.C., Preferred Medical, P.C., Rapid Imaging Corp, Rehab Care Physical Therapy, PC, Robert P. Luca,

DC, S. Ramachandran Nair, M.D., P.C., Shashek Chiropractic, P.C., Spinal Health Chiropractic PC, Structural Synergy Physical Therapy, PC, Sutphin Supply Inc., Third Ave Chiropractic Care, PC, Third Avenue Medical Care, PC and Ultimate Supply Carrier Inc. (herein as “the defaulting defendants”), are in default in appearing or answering the Summons and Complaint and awarding Lancer Insurance Company a default judgment against the aforementioned defendants based upon their failure to appear and/or serve an Answer in the above entitled action, is granted without opposition.

The plaintiff commenced this action seeking a declaratory determination that the alleged automobile incidents of March 3, 2018 (Lancer claim # 1215507) and March 11, 2018 (Lancer claim # 1215518) were not the product of covered events as defined in the applicable policy of insurance issued by Lancer since the afore-noted incidents were the product of staged and/or intentional events and had no duty to provide liability coverage to any of the defaulting defendants; that plaintiff has no contractual duty to defend or to provide indemnity coverage, or to provide property damage coverage, or to provide coverage for any claims of no-fault and/or uninsured coverage made by any of defendants and/or their assignees for the incidents of March 3, 2018 and March 11, 2018, under the applicable policy of insurance (Lancer Policy # RAC11949#1). Plaintiff maintains that the losses of March 3, 2018 and March 11, 2018 were based upon fraud and misrepresentation and as such, the plaintiff has no duty to provide liability coverage, defend or indemnify, or provide coverage for no-fault or uninsured motorist benefits as a result of these losses.

The plaintiff’s motion does not seek relief against defendants Heel to Toe Foot Center, LLC, New York City Health and Hospitals or against New Sense Acupuncture. Additionally, by stipulation, dated March 1, 2019, the plaintiff withdrew the branch of its default motion against defendant, New York Core Chiropractic P.C.

In support of its application against the defaulting defendants, the plaintiff, submitted the Summons and Verified Complaint, along with Affidavits of Service documenting timely service upon each of the defaulting defendants. Plaintiff also submits the deposition transcripts from the Examinations Under Oath (EUO) of defendants, Desmond Morris, Marisol Fraticelli, Ansumana Kamar and Abram Presinal (defendants, Raymond Jackson and Raul Estrada failed to appear for their EUO’s). The defaulting defendants have not served answers or otherwise appeared in this

action.

Accordingly, default judgment is granted without opposition against all defaulting defendants, Desmond Morris, Marisol Fraticelli, Raul Estrada, Abram Presinal, Ansumana Kamar, Raymond Jackson, Westchester Motor Group II LLC d/b/a Westchester Car Rentals, Advanced Spinal Care Rehabilitation PA, AR Orthopedics PC, Aron Rovner, M.D., Aron Rovner, M.D., PLLC, ASAP Physical Therapy PC, Bliss Acupuncture PC, Bridges Psychological Services, PC, Bright Star Rehab Physical Therapy PC, BS Kings County Medical PC, Citimed Services PA, Citimedical I PLLC, Dynamic Surgery Center, LLC, Empire City Laboratories, Inc., Eye on Well-Being Acupuncture, PC, Gen Cel Diagnostics, Health and Comfort Rx, Inc., Healthplus Surgery Center, LLC, Hudson Pro Orthopaedics and Sports Medicine Limited Liability Company, Metro Pain Specialists Professional Corporation, Metropolitan Medical and Surgical PC, Metropolitan Surgical Services LLC, MIISupply LLC, Myrtle DME NYC Inc., New York Pain Management Group, PLLC, New York Wellness PT, P.C., Patriot Chiropractic PC, Peter Morgan, DC, PI Physical Therapy P.C., Preferred Medical, P.C., Rapid Imaging Corp, Rehab Care Physical Therapy, PC, Robert P. Luca, DC, S. Ramachandran Nair, M.D., P.C., Shashek Chiropractic, P.C., Spinal Health Chiropractic PC, Structural Synergy Physical Therapy, PC, Sutphin Supply Inc., Third Ave Chiropractic Care, PC, Third Avenue Medical Care, PC and Ultimate Supply Carrier Inc.;

For the subject losses of March 3, 2018 and March 11, 2018, under a motor vehicle insurance policy issued by plaintiff, Lancer Insurance Company, to defendant, Westchester Motor Group II LLC D/B/A Westchester Car Rentals, under policy number RAC11949#1:


- (1) The subject policy under policy number RAC11949#1 is null and void with respect to the defaulting defendants regarding the underlying incidents of March 3, 2018 and March 11, 2018; and
- (2) Plaintiff has no contractual duty to defend or provide liability or property damage coverage to any of the defaulting defendants with respect to the underlying incidents of March 3, 2018 and March 11, 2018; and
- (3) Plaintiff has no duty to provide coverage for any claims of no-fault and/or uninsured coverage made by any of the defaulting defendants and/or their assignees for the underlying incidents of March 3, 2018 and March 11, 2018; and

- (4) Plaintiff has no duty made by or on behalf of any person or entity in connection with the underlying incidents of March 3, 2018 and March 11, 2018; to the extent said claims relate to the defaulting defendants only.

This constitutes the decision and Order of this Court. Any request for relief not expressly granted herein is denied.

Submit judgment on notice.

Dated: April 17, 2019



Anthony L. Harga, J.S.C.

Cc: Hollander Legal Group, P.C.  
105 Maxess Road, Suite S128  
Melville, NY 11747

Desmond Morris  
250 South 5<sup>th</sup> Avenue  
Mount Vernon, NY 10550

Marisol Fraticelli  
2448 University Avenue, Apt. 2E  
Bronx, NY 10468

Raul Estrada  
737 East 237<sup>th</sup> Street, 2<sup>nd</sup> Floor  
White Plains, NY 10466

Abram Presinal  
50 West 182<sup>nd</sup> Street, Apt. 1A  
Bronx, NY 10453

Ansumana Kamar  
2000 Valentine Avenue, Apt. 116  
Bronx, NY 10457

Raymond Jackson  
355 East 187<sup>th</sup> Street, Apt. J32  
Bronx, NY 10458

**ENTERED**

**APR 18 2019**

**NASSAU COUNTY  
COUNTY CLERK'S OFFICE**