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9/15/2017 8:44 am

**U.S. DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
LONG ISLAND OFFICE**

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
LEXINGTON INSURANCE COMPANY,

Plaintiff,

-against-

FORTE SECURITY GROUP,

Defendant.
-----X

ORDER
16-cv-1674(ADS)(GRB)

APPEARANCES:

Fabiani Cohen & Hall, LLP

Attorneys for the Plaintiff

570 Lexington Avenue, 4th Floor

New York, NY 10022

By: Jordan A. Meisner, Esq., Of Counsel

Ingber Law Firm, PLLC

Attorneys for the Defendant

50 Main Street, Suite 1000

White Plains, NY 10606 07932

By: Clifford J. Ingber, Esq., Of Counsel

SPATT, District Judge:

On April 6, 2016, the Plaintiff Lexington Insurance Company (“Lexington” or the “Plaintiff”), commenced this action against the Defendant Forte Security Group (“Forte” or the “Defendant”), seeking to recover allegedly outstanding premium payments for two policies of insurance that Lexington issued to Forte.

On May 25, 2016, attorney Clifford J. Ingber, Esq., appeared in this action on behalf of the Defendant and requested an extension of time to answer or otherwise respond to the complaint. However, on June 27, 2016, the Defendant having not yet responded to the complaint, Mr. Ingber filed a short letter to the Court, seeking to withdraw as counsel for Forte.

On June 28, 2016, this Court denied the motion to be relieved as counsel, noting that a corporation, such as the Defendant, is not permitted to appear in federal court *pro se*. Nevertheless, the

Court extended Forte's time to respond to the complaint, either by Mr. Ingber or newly-retained counsel, for an additional 20 days, to July 18, 2016.

On July 22, 2016, after the Defendant failed to interpose an answer or other response to the complaint, the Clerk of the Court noted its default.

On September 14, 2016, the Plaintiff filed a motion for a default judgment, which the Court referred to United States Magistrate Judge Gary R. Brown for a recommendation on the issues of liability and damages. Despite appearing by counsel, the Defendant failed to respond to the motion for a default judgment or otherwise participate in this action.

On August 31, 2017, Judge Brown issued a report and recommendation ("R&R"), recommending that the Plaintiff's motion for a default judgment on its cause of action for breach of an insurance contract be granted, and that the following damages be awarded: (1) \$291,987 in principal; and (2) accrued interest of \$20,879.07 from November 30, 2015 through September 14, 2016.

On the same date that the R&R was issued, namely, August 31, 2017, copies were served on counsel for both sides via the Court's electronic filing system. More than fourteen days have elapsed, and the Defendant has neither filed an objection nor requested an extension of time to do so.

Thus, pursuant to the provisions of 28 U.S.C. § 636(b) and FED. R. CIV. P. 72, this Court has reviewed the R&R for clear error, and finding none, now concurs in both its reasoning and its result.

Accordingly, the August 31, 2017 Report and Recommendation is adopted in its entirety, and the Plaintiff's motion for a default judgment is granted as set forth above. The Clerk of the Court is respectfully directed to enter judgment consistent with this opinion, and to close this case.

It is **SO ORDERED**.

Dated: Central Islip, New York
September 15, 2017

/s/ Arthur D. Spatt
ARTHUR D. SPATT
United States District Judge