

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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AMERICAN EMPIRE SURPLUS LINES	:	
INSURANCE COMPANY	:	Case No. 20-cv-1123 (ER)
	:	
Plaintiff,	:	
	:	<u>DEFAULT JUDGMENT</u>
	:	
-against-	:	
	:	
A & S CONSTRUCTION OF NY INC.,	:	
	:	
Defendant.	:	
-----X	:	

DEFAULT JUDGMENT

On the below date, the Court considered the Motion for Default of plaintiff, American Empire Surplus Lines Insurance Company (“American Empire”), against defendant A & S Construction of NY Inc. (“A&S”). The Court Clerk issued a Certificate of Default on August 6, 2020. After considering the Court’s file, proof of service, and the grounds for judgment, as well as any evidence introduced at hearing, the Court GRANTS the Motion for Default Judgment.

Accordingly, it is

ORDERED and ADJUDGED that American Empire has judgment against A&S in the sum of \$75,501, the amount claimed, plus interest in the sum of \$10,927.99, with \$500.00 costs and disbursements, and attorney fees in the sum of \$5,428, amounting in all to the total sum of \$92,356.99 and that American Empire have execution therefor; and it is further hereby

ADJUDGED AND DECLARED that if A&S does not pay the amount owed, American Empire has no duty to defend and/or indemnify A&S, or any other person or entity seeking coverage under Commercial General Liability insurance policy, bearing Policy No. 17CG0215883, and

Commercial Excess Liability policy, bearing Policy No. 17CX0216158, for the policy period October 8, 2017 to October 8, 2018, relative to any occurrence, offense, claim or suit which has been or may be reported to American Empire.

IT IS FURTHER ORDERED and ADJUDGED that American Empire has judgment declaring that A&S is directed to submit to the premium audit required under American Empire Commercial General Liability insurance policy, bearing Policy No. PL2644588, for the period October 8, 2018 to October 8, 2019 (the “American Empire 2018 Policy”). In the event A&S does not comply with the audit, American Empire has judgment declaring that American Empire has no duty to defend and/or indemnify A&S, or any other person or entity seeking coverage under the American Empire 2018 Policy, relative to any occurrence, offense, claim or suit which has been or may be reported to American Empire.

Dated: New York, New York
October 13, 2020

By: 
United States District Judge

This document was entered on the docket
on October 13, 2020.