

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF CHEMUNG

-----X
LORE HAYLEIGH FLETCHER,

Plaintiff,

-against-

JESSICA BRYCE ROUTHIER,

Defendant.
-----X

**Affirmation of Fact in Reply
To Defendant's Answer to
Plaintiff's Motion for Default**

Index No. 2025-5394

Judge Christopher P. Baker

KENNETH V. FARINO, JR., counsel for the Plaintiff and lawfully admitted to practice in the State of New York, deposes and says the following pursuant to NY CPLR § 2106 and under penalty of perjury:

1. That your affiant is the counsel for the Plaintiff herein, and as such, is fully familiar with the facts and circumstanced of this case.
2. That your affiant makes this affirmation in support of the Plaintiff's reply to Defendant's Answer to her Motion for Default Judgment on the Defendant's failure to comply with CPLR §3215 and the Defendant's willful failure to disclose information that negatively impacts their Answer.
3. This action was commenced by Plaintiff's filing on the Summons and Complaint dated April 9, 2025, and served on the Defendant on April 28, 2025.
4. The Defendant's insurance provider, Allstate, contacted me on May 23, 2025 to request an extension of time for Defendant to file her Answer; Allstate needed time to determine coverage for either litigation defense or indemnification.
5. Cathleen Montana, an adjuster for Allstate, asked, "as a courtesy to my policy holder", that she receive an extension, "*of up to* four (4) weeks for Jessica B. Routhier to serve an answer." Copies of this communication are annexed hereto as Exhibit A (Emphasis added).

6. I only agreed to “stop the clock” on the time remaining for Defendant to file her Answer, which would allow Allstate to conduct their research and determine coverage. I never agreed to a 28-day extension as alleged in Defendant’s Answer to Plaintiff’s Motion for Default. *Id.*
7. On June 10, 2025, I received an email from Cathleen Montana indicating that there was no coverage for defense or indemnification. They informed the Defendant of this decision on the same day, as she was also sent a copy of said email by carbon copy. *Id.*
8. Pursuant to CPLR §3215, the Defendant had 30 days as an out-of-state party to file an Answer to Plaintiff’s Complaint.
9. The Defendant was served by private process server on April 28, 2025. Time began to run on April 29, 2025.
10. Starting on April 29, 2025 until May 23, 2025, twenty-five days had passed since receiving the initial complaint. This would leave the Defendant five days to respond once time restarted.
11. Since receiving the email confirming Defendant’s coverage was denied on June 10, 2025, the clock began to run again, and Defendant’s filing deadline was June 16, 2025. The deadline of June 15, 2025 fell on a weekend, so her response was required by the next business day.¹
12. Issue was joined upon Defendant’s service of her Answer dated June 23, 2025.
13. Due to the lack of an Answer filed within a timely manner and without good cause shown through a request for extension made to this Court, I moved for Default Judgement against the Defendant, which was drafted prior to the Defendant’s untimely Answer submitted on June 23, 2025. Even with the Answer filed, it was still filed seven days after the deadline.
14. Upon reliance on the information contained in Exhibit A, the Defendant neglected to inform this Court that her coverage was denied on June 10, 2025, and that the time by

1 While Civil Practice, Rule and Law of New York do not provide defined guidelines for calculating time for filing in a timely manner, New York General Construction Law does provide guidance. “When any period of time...within which...an act...is required to be done, ends on a Saturday, Sunday or public holiday, such act may be done on the next succeeding business day...”. N.Y. Gen. Constr. Law §25-a(1).

which an Answer must be filed began to run again.

15. Defendant made a blatant misrepresentation that I allowed for a 28-day extension to the filing deadline, which I never agreed to with any party in relation to this matter, either orally or in writing.
16. Willful or contumacious conduct is sanctionable by the Courts, as argued in the Brief in Support of our Reply included with this filing.

Dated: July 12, 2025



Kenneth V. Farino, Jr., Esq.
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804-643-1500
E: kvfarinojr@farinolaw.com
Counsel for the Plaintiff

To: Jessica Bryce Routhier, via e-file
306 Becket Dr., #5
Brighton, Michigan 48116
Pro Se

ATTORNEY'S AFFIRMATION

The undersigned, Kenneth V. Farino, Jr., Esq., pursuant to CPLR §2106, affirms as follows:

I affirm this twelfth (12th) day of July, 2025, under the penalties of perjury under the laws of New York, which may include a fine or imprisonment, that the foregoing is true, and I understand that this document may be filed in an action or proceeding in a court of law.

I further affirm that this document contains 669 words total, excluding the styling and signature blocks, pursuant to and in compliance with 22 CRR-NY 202.8b.

DATED: July 12, 2025

By: 

Kenneth V. Farino, Jr., Esq.

NY Bar No. 6191910

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EXHIBIT "A"

Wednesday, July 16, 2025 at 17:26:36 Eastern Daylight Time

Subject: Allstate claim 0793820325 Fletcher V Routheir
Date: Tuesday, June 10, 2025 at 1:40:25 PM Eastern Daylight Time
From: Montana, Cathy
To: Kenneth Farino Jr.
CC: Allstate Insurance Claims Team
Attachments: image001.jpg

Good afternoon Mr. Farino,

Coverage rendered their decision today, and there is no coverage for defense or indemnification.

Ms. Routhier was informed today.

Please contact me if you have any questions or concerns.

From: Kenneth Farino Jr. <kvfarinojr@farinolaw.com>

Sent: Tuesday, May 27, 2025 10:46 AM

To: Montana, Cathy [REDACTED]

Subject: [EXTERNAL] Re: Allstate claim 0793820325 Fletcher V Routheir

Dear Ms. Montana,

This email is to confirm everything that you stated previously. My apologies for not replying on the same day.

I will be looking forward to your determination regarding the coverage. I hope your weekend was a good one as well!

Sincerely,

Kenny

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Kenneth V. "KV" Farino, Jr.
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From: Montana, Cathy [REDACTED]
Date: Friday, May 23, 2025 at 3:27 PM
To: Kenneth Farino Jr. <kvfarinojr@farinolaw.com>
Cc: Allstate Insurance Claims Team [REDACTED]
Subject: FW: Allstate claim 0793820325 Fletcher V Routhier

Good afternoon Mr. Farino,

Thank you for taking the time to speak with regarding the above matter.

As I explained, Allstate is conducting a coverage investigation to see if any of the causes of actions contained within the suit trigger coverage under the policy for either defense or indemnification, either or neither.

As a courtesy to my policy holder, I requested an extension of up to four (4) weeks for Jessica B Routhier to serve an answer. You agreed to "stop the clock" – (the 20 day requirement to answer) this would allow Allstate time to review the summons for coverage.

If you could please reply with your acknowledgment. I appreciate your professionalism, and I will follow up with you as soon as coverage has rendered a decision.

Thank you and have a terrific and safe holiday weekend.

