

# Elizabeth M. Guariglia

Associate

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Elizabeth is an attorney in the Casualty Department, where she represents clients in a wide range of matters, including New York labor law, general liability, premises and retail litigation, as well as trucking and transportation litigation.

A Long Island native, Elizabeth earned her Bachelor of Arts degree from Wake Forest University in North Carolina, graduating *cum laude* in 2020 with a double major in English and French Studies. She went on to attend the Maurice A. Deane School of Law at Hofstra University, where she earned her J.D. in 2023.

During law school, Elizabeth served as an Articles Editor for the Family Court Review. Her student note, "*A, B, C, 1, 2, 3: How an Amendment to the New York State Education Law Will Give Private School Students an Equitable Education to Public School Students*," was published in Volume 60 of the journal. Elizabeth is admitted to practice in New York.

## Education

- Maurice A. Deane School of Law at Hofstra University (J.D., 2023)
- Wake Forest University (B.A., *cum laude*, 2020)

## Admissions

- New York, 2024
- U.S. District Court Eastern District of New York, 2025

## Representative Cases & Matters

Obtained summary judgment dismissing all third-party claims against a local specialty contractor in a Brooklyn construction accident matter. The Court rejected claims for contractual indemnification and failure to procure insurance, finding that an unsigned work proposal and estimate did not constitute an enforceable contract and contained no

## Practices

- New York Construction & Labor Law
- Premises & Retail Liability
- Trucking & Transportation Liability
- General Liability
- Fraud/Special Investigation

indemnification or insurance procurement obligations. The Court also dismissed contribution claims after finding that the contractor neither owned the property nor supervised, controlled, or performed any work at the project site, having fully subcontracted the scope of work to another entity.

Granted a motion for change of venue from Queens County to Westchester County in a motor vehicle accident case. According to the claimant, the accident occurred in Westchester County. Upon information and belief, the plaintiff resided in Westchester County on the date of commencement of this action. The defendant is a resident of Dutchess County, and defendant consolidated company's principal place of business is New York County. The plaintiff argued that Queens County was proper venue based on our client's company's place of business being listed as Astoria, Queens based on the vehicle registration. The plaintiff also argued that if the court decided Queens was not proper, then it should be transferred to New York County. The Second Department held that the sole residence of a domestic corporation for venue purposes is the county designated in its certification of incorporation, despite its maintenance of an office or facility in another county. We served the demand to change venue with our answer, and we moved to change venue within 15 days of service of the demand to change venue according to CPLR 511.

Successfully granted a motion to compel acceptance of a late answer in a liability matter. The plaintiff suffered injuries after a locker fell on her while she was putting her things away, or taking them out, at the premises owned by our client. The plaintiff rejected our answer after it was eight months late, but never filed a default motion. We filed a motion to compel acceptance of our late answer. In opposition, the plaintiff filed a cross motion for default, citing cases from the judge that was presiding over this case, where he granted default judgments when defendants were less than eight months late in answering. We argued that in those cases, the plaintiff had already moved for default, along with highlighting case law that shows that if it can be proven that the delay in answering was due to the insurance carrier's fault or taking time to appoint counsel, then a delayed answer is acceptable. We had an affidavit from the insured and our insurance adjuster. Our motion was granted, and the answer was deemed timely served.

Successfully obtained summary judgment in a multi-vehicle collision case before the Kings County Supreme Court. Our client was stopped at a red light when their vehicle was hit from behind, causing it to propel into another vehicle directly in front of it. We filed for summary judgment, which was granted after the court found that the vehicle that rear-ended our client was responsible creating a chain reaction, resulting in the damage of multiple vehicles.

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## Thought Leadership

June 1, 2025

**All Bark and All Bite**