

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Metropolitan Medical and Surgical, P.C.
(Applicant)

- and -

Allstate Insurance Company
(Respondent)

AAA Case No. 17-17-1054-2823

Applicant's File No. 190923

Insurer's Claim File No. 029145199

NAIC No. 19232

ARBITRATION AWARD

I, Charles Blattberg, the undersigned arbitrator, designated by the American Arbitration Association pursuant to the Rules for New York State No-Fault Arbitration, adopted pursuant to regulations promulgated by the Superintendent of Insurance, having been duly sworn, and having heard the proofs and allegations of the parties make the following **AWARD**:

Injured Person(s) hereinafter referred to as: Eligible injured person

1. Hearing(s) held on 03/21/2018
Declared closed by the arbitrator on 03/26/2018

David Forman, Esq. from Leon Kucherovsky Esq. participated by telephone for the Applicant

Patrice Sobrano, Esq. from Short & Billy PC participated by telephone for the Respondent

2. The amount claimed in the Arbitration Request, **\$ 148.69**, was NOT AMENDED at the oral hearing.
Stipulations WERE NOT made by the parties regarding the issues to be determined.
3. Summary of Issues in Dispute

The claimant was a 29 year-old female who was a passenger in a motor vehicle that was involved in an accident on 6/29/13. Following the accident the claimant suffered injuries which resulted in the claimant seeking treatment. At issue is a 9/24/13 initial office visit performed by Applicant.

4. Findings, Conclusions, and Basis Therefor

THIS HEARING WAS CONDUCTED USING THE ELECTRONIC CASE FOLDER MAINTAINED BY THE AMERICAN ARBITRATION ASSOCIATION. ALL DOCUMENTS CONTAINED IN THAT FOLDER ARE MADE PART OF THE RECORD OF THIS HEARING.

THE ARBITRATOR SHALL BE THE JUDGE OF THE RELEVANCE AND MATERIALITY OF THE EVIDENCE OFFERED.

Based on a review of the documentary evidence, this claim is decided as follows:

An Applicant establishes a prima facie case of entitlement to reimbursement of its claim by the submission of a completed NF-3 form or similar document documenting the facts and amounts of the losses sustained and by submitting evidentiary proof that the prescribed statutory billing forms [setting forth the fact and the amount of the loss sustained] had been mailed and received and that payment of no-fault benefits were overdue. See, *Mary Immaculate Hospital v. Allstate Insurance Company*, 5 A.D.3d 742, 774 N.Y.S.2d 564 (2nd Dept. 2004). I find that Applicant established a prima facie case for reimbursement.

The claimant was a 29 year-old female who was a passenger in a motor vehicle that was involved in an accident on 6/29/13. The claimant reportedly injured her neck, left shoulder, low back, and bilateral knees. Subsequently the claimant was initiated on conservative care including physical therapy, chiropractic treatment, and acupuncture. On 8/15/13 the claimant underwent a left knee MRI and a right knee MRI. On 8/25/13 the claimant underwent a lumbar spine MRI and a left shoulder MRI. On 8/29/13 the claimant underwent lower extremities EMG/NCV testing. On 8/30/13 the claimant underwent left knee arthroscopy. On 9/24/13 the claimant presented to Richang Xia, M.D. of Metropolitan Medical and Surgical, P.C. (Applicant) for a pain management consultation with complaints of neck pain rated 7/10 radiating to the bilateral shoulders L>R, left shoulder pain rated 6/10, low back pain rated 8/10 radiating to the left buttock, and bilateral knee pain. The claimant was recommended for lumbar epidural steroid injection (LESI). At issue is the 9/24/13 initial office visit performed by Dr. Xia of Applicant's office.

The issues raised herein have been addressed countless times in arbitration awards. These issues have been the subject of much contention between the parties. Attorneys for both sides are to be commended for their hard work both at the hearings for these matters and in the production of thousands of pages of submissions.

The bill at issue was denied on 12/24/14 based on "The provider has refused to comply with verification requests and has thereby violated a policy condition. Upon information and belief the services were provided by an independent contractor. The services allegedly rendered have been billed in violation of the fee schedule. The provider has violated Public Health Law 238."

Outstanding Verification Requests

Respondent submitted copies of verification requests dated 11/22/13 and 12/30/13 for the bill at issue. The requested verification was "-The Examination Under Oath of the healthcare provider(s) who performed the applicable services/procedures. - Please provide the name(s) of all hospitals in which surgeon and/or co-surgeon have, or have held, unrestricted privileges.. - Please provide a copy of the physician's, R.N.'s or C.R.N.A.'s Advanced Cardiac Life Support (ACLS) certification. - Please provide a list of all those accredited to perform services at this practice/location --Please provide any agreements, including any service agreements or contracts, between Metropolitan and the provider who is performing the anesthesia services; and between Metropolitan and the medical practice whose office/location is being used for this procedure/service - Please provide copies of your articles of incorporation and any amendments. - Please provide the name of the individual and professional corporation that is referring for the surgical services, referring for the anesthesia services and referring to the office/location where the services are being performed - Please provide a copy of your complete application for accreditation to perform office-based surgery with all paperwork included with the application (submitted sample surgical reports, current staff identification, etc.) - Please provide surgeon's specialty, including certification documents, as certified by Certifying Board (ABMS/AOA/ABPS/ABOMS etc.) - if certification is in anesthesia, please provide sub-specialty certification from the American Board of Anesthesiology or the AOABOS--Please provide a signed response from an officer or employee of Metropolitan to these verification requests."

Dr. Mark Gladstein, the majority owner of Applicant (and other related entities) appeared at an Examination Under Oath (EUO) on behalf of Applicant on 2/2/14. Following the EUO, Respondent requested additional verification. Based upon the information elicited at the EUO, which was unknown by Respondent, I find that Respondent was entitled to request additional verification from Applicant. Pursuant to 11 NYCRR 65-3.5(c), "the insurer is entitled to receive all items necessary to verify the claim directly from the parties from whom such verification was requested." I also note that some of the issues Dr. Gladstein's EUO testimony raised are sufficiently described in a brief Respondent prepared. The verification initially requested included the following: "1. Contracts between Metropolitan and the physicians and other health care providers who provided services for Metropolitan. 2. Letter agreements and/or contracts between Avanguard and the physicians and other health care providers who provided services at the Avanguard location which were billed to Allstate. 3. All submissions, correspondences and notices sent by Avanguard to the American Association for Accreditation of Ambulatory Surgery Facilities and all submissions, correspondences and notices received by Avanguard from the American Association for Accreditation of Ambulatory Surgery Facilities. 4. Leases and subleases of Avanguard and Metropolitan for the office in which the service was performed. 5. W2s and 1099s issued by Avanguard and Metropolitan for the personnel performing, and assisting in, the surgery in the year services were rendered. 6. Lease agreements and any other agreements between Metropolitan and the referring providers and/or satellite offices and all agreements and/or notices terminating the lease agreements and any other agreements between Metropolitan and the referring provider and/or satellite offices. 7. Disclosure

notice provided to individual patients oldie financial relationship between Avanguard and Metropolitan.. 8. Notice placed on the wall disclosing the financial relationship between Avanguard and Metropolitan."

On 7/29/14 Applicant's counsel responded to the verification requests. This 7/29/14 response noted previous responses dated 6/5/14 and 7/8/14 to identical verification requests. At the hearing Applicant's counsel also noted additional "Global Responses" that were submitted dated 8/7/14 and 9/12/14. At the hearing Applicant's counsel also noted later 3/6/15, 7/14/15, 12/17/15, 4/19/16 and 7/25/16 responses. Respondent does not dispute that the regulations and case law do not permit them to simply ignore a response to a verification request. However, Respondent claimed that Applicant's purported responses were so insufficient that they were completely non-responsive to Respondent's verification requests. It is Respondent's position that "where the claimant's purported response to verification is so far outside these contours to be non-responsive, neither the insurer's obligation to further communicate nor the 30 day timeframe in which the insurer must pay or deny the claim is triggered." (See, *Custom Orthotics, Ltd. v. GEICO*, 25 Misc. 3d 545, 551 (Civ. Ct. City of NY Queens Cty. 7/27/09). Applicant's counsel noted that the instant matter is distinguishable from *Custom Orthotics* because here there was no follow-up request and because here the information sought is *Malella* (*State Farm Mutual v. Malella*, 4 NY3d 313 (2005) related materials as opposed to a narrative report. Applicant's counsel also noted that this portion of *Custom Orthotics* has not been widely accepted. I note that some of the verification requested does appear to relate to Applicant's corporate structure and/or financing.

Applicant's 6/5/14 and 7/8/14 responses objected to the information sought as over burdensome, oppressive, vague, overly broad, privileged material and not calculated to lead to the discovery of admissible evidence, not material or necessary to the Respondent's defense, that the regulations give no specific right to request information about the Applicant's corporate structure or financing, etc. I am persuaded that some of these objections were proper as the documentation sought was not limited in time or scope and in some instances not sufficiently described. I am also in agreement with Arbitrator Brett Hausthor's decision in *Metropolitan Medical and Surgical, P.C. v. Geico Insurance Company* (AAA Case No.: 412012075408 11/5/12) where he found that the "Applicant provided a response to each and every item demanded by the Respondent with detailed explanations as to why each item was objectionable. No-fault Regulations were cited by the Applicant's counsel and specific reasons were given for not providing said items demanded by the Respondent." Despite Applicant having objected to each and every demand and produced none of the material requested the Applicant's 7/14/15 responses are "arguably responsive" to Respondent's verification requests. See *All Health Medical Care v. Government Employees Insurance Company*, 2 Misc.3d 907, 771 N.Y.S.2d 832 (Civ. Ct. Queens Co. 2004).

After receiving the Applicant's 7/29/14 responses Respondent could have exercised its options under the governing no-fault regulations. It could have paid or denied the claims. Respondent apparently finding the response from Applicant's counsel were incomplete or inadequate; it could have addressed Applicant's arguments and requested further verification. Instead Respondent stood silent and chose to ignore Applicant's responses to its verification requests.

Initially, Applicant provided responses which contained item by item arguments as to why Applicant is not required to produce the material requested. However, over time, Applicant did provide documentation to Respondent. Applicant asserts that it substantially complied with Respondent's demands, with its global responses of 6/5/14, 7/8/14, 8/7/14, 9/12/14, 3/6/15, 7/14/15, 12/17/15, 4/19/16 and 7/25/16. Respondent's counsel conceded that most of the information and documents requested were provided but that the employment contracts requested remain outstanding.

While Applicant did not provide any agreements or contracts with physicians, Dr. Gladstein testified about the employment relationship he had with his physician's at his EUO and, therefore, provided further information by way of a letter to Respondent. Also Applicant's counsel and Respondent's counsel both conceded that Applicant provided the requested W-2s and 1099s on 12/16/15. Applicant's counsel also advised that the lease agreements were provided on 7/20/14 as part of an additional global response provided by Applicant copies of which were attached as exhibits to Applicant's brief. At the hearing Respondent's counsel acknowledged that lease agreements were provided but some lease agreements (and some time periods) remain outstanding. Here the service was performed on 9/24/13 and I note that one of the lease agreements attached to Applicant's brief is for Applicant's office for the period 6/1/13-5/31/14.

As to the W-2s and 1099s, it is conceded by the parties that these were sent to the Respondent after the filing of this arbitration. Respondent's counsel argued this shows verification was outstanding. However, it must first be determined whether the request was reasonable. I do not find such request for W-2s and 1099s from 2011 to 2013 reasonable.

Public Health Law §§238(a) and 238(d)

Additionally, Respondent argues that Applicant is in violation of Public Health Law §§ 238(a) and 238(d). Public Health Law §238-d bars medical providers from accepting referrals of patients from other providers with whom the applicant has a "financial relationship" without disclosing such interest to the patient. Respondent maintains that this defense is non-precludable. See, *Fair Price Med. Supply Corp. v. ELRAC*, 12 Misc.3d 119, 820 N.Y.S.2d 679 (App. Term 2d & 11th Dists. 2006); *Ozone Park Medical Diagnostic Associates v. Allstate Ins. Co.*, 180 Misc.2d 105, 689 N.Y.S.2d 616 (App Term 2d Dept. 1999); *Stand-Up MRI of Bronx v. General Assurance Ins. Co.*, 10 Misc.3d 551, 809 N.Y.S.2d 419 (Dist. Ct. Suffolk Co. 2005). As noted above, this defense was timely raised in the denial of claim.

Respondent submitted *Stephen Matrangolo, D.C., P.C. v. Allstate Ins. Co.*, 2012 N.Y. Slip Op. 22046 [35 Misc 3d 570] in support of this position, in which the Court found that "the statute clearly bars Dr. Matrangolo as a "practitioner" from making a referral to a family member or entity in which he has a financial interest, but does not bar a practitioner from referring a patient to Dr. Matrangolo for chiropractic services or testing that fall within the scope of chiropractic because chiropractic is not one of the five enumerated services in Public Health Law 238-a." Public Health Law §238-a and §238-d contain several safe harbor provisions exempting certain enumerated

compensation arrangements from the statute's prohibition. The statute allows for referrals if there is disclosure by the referring practitioner to the patient (§238(d). The disclosure "shall provide notice of any such financial relationship and shall also inform the patient of his or her right to utilize a specifically identified alternative health care provider if any such alternative is reasonably available, and shall be provided in a brief and reasonable form and manner specified in regulations proposed by the commissioner..."

In Dr. Gladstein's 7/22/13 affidavit, he states his office staff orally informs patients that he is the owner of both Metropolitan Medical and Surgical, P.C. and Avanguard Medical Group, PLLC (that this disclosure occurs when the patient fills out required forms and paperwork), that if the patient is going to receive a procedure assignments for both entities are signed and a written disclosure notice is posted predominately in the waiting area informing all patients in writing of the relationship between Metropolitan and Avanguard. In his affidavit Dr. Gladstein also notes Respondent's contention that disclosure be in writing and there "is no specific writing that is mentioned" in Public Health Law §238-d and "no specific words are required." I am persuaded that Dr. Gladstein's affidavit establishes sufficient disclosure and note that Respondent has not submitted any evidence that Applicant's patients were not made aware of the financial relationship between Metropolitan and Avanguard.

Respondent further contends that Dr. Gladstein obtains referrals from ten different entities, and has an improper arrangement with them all. Dr. Gladstein's affidavit categorically denies these allegations. This is a case where only Dr. Gladstein is listed as the provider on the bills submitted by Applicant. All of the procedures were performed by Dr. Richang Xia. The initial consultation took place at Applicant's office. I am persuaded that a physician who performed the procedure and is a member of the OBS would not have to issue a referral for office based surgery.

Respondent also argued that an improper fee splitting arrangement may exist between the Applicant and the physician who initially referred this patient for a consultation. Applicant has however, submitted a lease agreement which appears to confirm the existence of a proper financial relationship between the parties. Moreover, I find that pursuant to *Matter of Allstate Prop. & Cas. Ins. Co. v. New Way Massage Therapy, P.C.*, 2015 NY Slip Op. 09184 (App Div, 1 Dept, February 10, 2015), "whether or not the fee-sharing agreement at issue constitutes unprofessional conduct, it does not constitute a defense to a No-Fault action." It was also noted at the hearing by Applicant's counsel that other payments which Respondent alleged were improper were not actually made to medical providers and could not be referrals (for example payments made to Oksana Yanishin of Endure Management, Inc.).

Public Health Law §230-d

Respondent also contends that Applicant is prohibited from being reimbursed for these services because Applicant has violated New York's Office Based Surgery (OBS) law. It is Respondent's position that Applicant is not an accredited OBS practice and therefore violated the OBS law by improperly performing these services at an OBS accredited facility; and that the individual provider rendered all or some of these services was not

accredited. Applicant's counsel counters that the Applicant does not have to be accredited, as long as they are licensed to do the OBS procedure and subsequently perform the procedure in an accredited OBS. In this instance, the OBS portion of the bill was performed at Avanguard Medical Group, PLLC which all parties concede is an accredited OBS.

Respondent submits a Department of Health letter dated May 30, 2012 which states that "[o]utside physicians who are not in accredited OBSPs may not perform OBS in an accredited setting on their own behalf simply because they have entered into arrangements such as leases that allow them to use space in an accredited OBS setting." Respondent also submits the OBS Frequently Asked Questions for Practitioners (9/2013) to support their contention that only an accredited OBS can perform OBS procedures. OBS Frequently Asked Questions for Practitioners (9/2013) indicates under the category of Sharing Space: The question: Are physicians who are not part of or affiliated with an accredited OBS practice permitted to use the physical office space or the accredited OBS practice to perform procedures or provide anesthesia services? Answer: No. Only those physicians who are part of the practice, as defined below, may perform procedures or provide anesthesia services in an accredited OBS office...

Applicant's counsel argued that this accreditation defense was not preserved in a timely denial and should be precluded. Respondent contends that accreditation is a licensing issue and does not need to be preserved in a timely denial. Applicant's counsel argued that Respondent has the burden of establishing this accreditation defense.

I am persuaded that a provider performing an OBS procedure must be accredited. There is no dispute that the location of where the services were rendered (Avanguard Medical Group, PLLC) is an accredited OBS office. However, based upon a plain reading of the OBS Frequently Asked Questions for Practitioners (9/2013) a licensed physician rendering OBS services must be part of the accredited OBS office or affiliated as employees or working under a contractual arrangement with the accredited OBS office. I also find that an accreditation defense is akin to a licensing defense and thus is not precludable. See, *Proscan Radiology of Buffalo v. Progressive Casualty Ins. Co.*, 12 Misc.3d 1176(A), 820 N.Y.S.2d 845 (Table), 2006 N.Y. Slip Op. 51242(U) at 5, 2006 WL 1815210 (City Ct. Buffalo, Henry J. Nowak, J., June 27, 2006). A defense that a claimant may be ineligible to recover No-Fault benefits because it failed to adhere to applicable statutes is not precluded notwithstanding the insurer's failure to demonstrate that its denial of claim for was timely sent. *Bath Medical Ins. v. Allstate Indemnity Co.*, 27 Misc 3d, 92, 902 N.Y.S. 2d 875 (App. Term 9th & 10th Dists. 2010).

It is well-settled that a defense of improper licensing is not precludable. See *Medical Polis, P.C. v. Progressive Specialty Ins. Co.*, 34 Misc.3d 153(A), 2012 N.Y. Slip Op. 50342(U) (App. Term 2, 11 and 13 Jud. Dists. 2012); *Fair Price Medical Supply Corp. v. Elrac Inc.*, 12 Misc.3d 119, 2006 N.Y. Slip Op. 26269 (App. Term 2 and 11 Jud. Dists. 2006); and *Ozone Park Medical Diagnostic Associates v. Allstate Insurance Company*, 180 Misc.2d 105, 689 N.Y.S.2d 616 (App. Term, Second Department 1999); *Stand-Up MRI of the Bronx v. General Assurance Insurance*, 10 Misc.3d 551, 2005 N.Y. Slip Op. 2452 (N.Y. Dist. Ct. Suffolk Co. 2005). Contrary to the arguments of Applicant's counsel, I find nothing in the decision in *Viviane Etienne Medical Care, P.C.*

v. *Country-Wide Ins. Co.*, 25 N.Y.3d 498, 14 N.Y.S.3d 283 (2015) that changes this well-settled law that a defense of improper licensing is not subject to preclusion. The Court in *Viviane Etienne* was not presented with an issue regarding licensing. I also find no persuasive reasoning in the decision of *State Farm Mut. Auto. Ins. Co. v Mallela*, 2005 NY Slip Op. 02416 [4 NY3d 313] to support their position. Also I agree with Arbitrator Dimitrios Stathopoulos' assessment in AAA Case No.: 17-14-1001-2069 regarding whether Applicant is prejudiced because this defense is not raised in a timely denial. There Arbitrator Stathopoulos determined:

"In addition, there is no merit to the argument that the presentation of this defense for the first time at arbitration is prejudicial to the Applicant. You are either accredited or not. There is no special undertaking or preparation by the part of the Applicant to defend against this accreditation defense which would be prejudiced by the presentation of this defense for the first time at the Arbitration hearing."

The services performed herein were by Dr. Richang Xia. The only allegation regarding Dr. Xia relates to a disciplinary record which involved events that took place between 2005 and 2006. Applicant provided Dr. Xia's first past stub and W-2s from 2011-2013 to confirm the nature of Dr. Xia's employment. As there is nothing that raises a question as to the employment status of the physician who rendered the services at issue, a request for employment contracts would be unreasonable here.

Referring to a prior (3/25/11) EUO transcript of Dr. Gladstein, Respondent noted that as of that date only Dr. Gladstein and his wife were members of the OBSP. Applicant argues that Dr. Gladstein owns both entities, and that the physicians who render services work under dual employment of Metropolitan Medical and Surgical, P.C. and Avanguard Medical Group, PLLC. The disputed bills have been presented for payment by Metropolitan Medical and Surgical, P.C. and not Avanguard Medical Group, PLLC.

Addressing this issue Arbitrator Michael Resko in Metropolitan Medical and Surgical, P.C. and Geico Insurance Company, AAA Case No.: 412013035760 determined:

"I believe it is clear that Avanguard has violated the OBS law by permitting Metropolitan to render the services in dispute in Avanguard's OBSP setting. Further, I believe the doctrine of in pari delicto applies here and notwithstanding the fact that Metropolitan is not an accredited OBSP, the fact that the arrangement between Avanguard and Metropolitan violated New York OBS law must disqualify both providers from collecting the claimed benefits, especially given that this billing arrangement appears to have been the result of an intentional decision by Dr. Gladstein, who is the self-described "owner" of both providers."

Respondent bears the burden of establishing that Applicant is not in compliance with NYS Public Health Law Section § 230-d. Respondent must show that Applicant does not have accredited OBS status and that the disputed services were OBS procedures as defined under the statute. Here, it is conceded that Applicant Metropolitan Medical and Surgical, P.C. is not accredited by one of the accredited agencies as defined under the statute and does not have accredited status. However, the service at issue that Applicant is billing for is not an OBS procedure as defined under the statute. I find that Applicant

is entitled to reimbursement of the billed office visit. I am not persuaded by Respondent's argument that office visits performed on the same dates as surgical services should be treated as OBS services.

Fraud

I am not persuaded by Respondent's allegations of fraud in this matter which include among other things that Dr. Mark Gladstein had a financial relationship with referring providers who were indicted as part of a fraudulent scheme (See *United States v. Zemlyansky*, 2013 U.S. Dist. LEXIS 71818 (S.D.N.Y. May 20, 2013) (Oetken, J.) or that Dr. Gladsetin was an owner of Metro Medical Pain Management a professional corporation it is **believed** was "used by the defendants in furtherance of the scheme." Unsupported conclusions and suspicions, such as those alleged here, as well as unsubstantiated hypotheses and suppositions, are insufficient to raise a triable issue of alleged fraud. *A.B. Medical Services PLLC v. Eagle Insurance Co.*, 3 Misc.3d 8, 776 N.Y.S.2d 434 (App. Term 9th & 10th Dists. 2002).

I find that Applicant responded to substantially all the verification requests. I also find that the other defenses raised are not applicable to this claim.

Accordingly, Applicant is awarded \$148.69.

5. Optional imposition of administrative costs on Applicant.
Applicable for arbitration requests filed on and after March 1, 2002.

I do NOT impose the administrative costs of arbitration to the applicant, in the amount established for the current calendar year by the Designated Organization.

6. **I find as follows with regard to the policy issues before me:**

- ☐ The policy was not in force on the date of the accident
- ☐ The applicant was excluded under policy conditions or exclusions
- ☐ The applicant violated policy conditions, resulting in exclusion from coverage
- ☐ The applicant was not an "eligible injured person"
- ☐ The conditions for MVAIC eligibility were not met
- ☐ The injured person was not a "qualified person" (under the MVAIC)
- ☐ The applicant's injuries didn't arise out of the "use or operation" of a motor vehicle
- ☐ The respondent is not subject to the jurisdiction of the New York No-Fault arbitration forum

Accordingly, the applicant is AWARDED the following:

A.

| | | | |
|--|--|-------|--|
| | | Claim | |
|--|--|-------|--|

| Medical | | From/To | Amount | Status |
|---------|-----------------------------------------|---------------------|----------|-------------------|
| | Metropolitan Medical and Surgical, P.C. | 09/24/13 - 09/24/13 | \$148.69 | Awarded: \$148.69 |
| Total | | | \$148.69 | Awarded: \$148.69 |

- B. The insurer shall also compute and pay the applicant interest set forth below. 02/02/2017 is the date that interest shall accrue from. This is a relevant date only to the extent set forth below.

Interest runs from 2/2/17 (the filing date for this case) until the date that payment is made at two percent per month, simple interest, on a pro rata basis using a thirty day month.

C. Attorney's Fees

The insurer shall also pay the applicant for attorney's fees as set forth below

Pursuant to 11 NYCRR §65-4.6 (d), ". . . the attorney's fee shall be limited as follows: 20 percent of the total amount of first-party benefits and any additional first-party benefits, plus interest thereon for each applicant for arbitration or court proceeding, subject to a maximum fee of \$1,360."

- D. The respondent shall also pay the applicant forty dollars (\$40) to reimburse the applicant for the fee paid to the Designated Organization, unless the fee was previously returned pursuant to an earlier award.

This award is in full settlement of all no-fault benefit claims submitted to this arbitrator.

State of New York

SS :

County of Nassau

I, Charles Blattberg, do hereby affirm upon my oath as arbitrator that I am the individual described in and who executed this instrument, which is my award.

04/20/2018

(Dated)

Charles Blattberg

IMPORTANT NOTICE

This award is payable within 30 calendar days of the date of transmittal of award to parties.

This award is final and binding unless modified or vacated by a master arbitrator. Insurance Department Regulation No. 68 (11 NYCRR 65-4.10) contains time limits and grounds upon which this award may be appealed to a master arbitrator. An appeal to a master arbitrator must be made within 21 days after the mailing of this award. All insurers have copies of the regulation. Applicants may obtain a copy from the Insurance Department.

ELECTRONIC SIGNATURE

Document Name: Final Award Form
Unique Modria Document ID:
ec1b6e9f8332fff0565701d2700cde2d

Electronically Signed

Your name: Charles Blattberg
Signed on: 04/20/2018