

American Arbitration Association  
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Surgicare of Brooklyn LLC fka New York  
Center for Specialty Surgery  
(Applicant)

- and -

Lilac Taxi Inc.  
(Respondent)

AAA Case No. 17-18-1087-7445

Applicant's File No. NYSS 123.02  
NYSS 123.04

Insurer's Claim File No. DYK7380

NAIC No. Self-Insured

### ARBITRATION AWARD

I, Elyse Balzer, 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: CN

1. Hearing(s) held on 07/08/2019  
Declared closed by the arbitrator on 07/08/2019

Akiva Ofshtein PC from Akiva Ofshtein PC participated by written submission for the Applicant

N. Daly, Esq from \*Abrams, Fensterman, Fensterman, Eisman, Formato, Ferrara, Wolf & Carone LLP participated by telephone for the Respondent

2. The amount claimed in the Arbitration Request, \$ **4,517.33**, 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

This arbitration arises out of a claim for surgeon's fees and facility fees for manipulations under anesthesia performed on 7/9/17 on the 24 year old male injured person CN for injuries sustained as a bicyclist involved in an accident with a motor vehicle on 3/15/16.

The issue is whether respondent is a proper party for this arbitration.

Respondent did not raise any issue regarding the exhaustion of policy for no fault benefits.

All the documents in the electronic case file (ECF) for this case maintained in the Modria-AAA website were reviewed.

#### 4. Findings, Conclusions, and Basis Therefor

Respondent argues that it is not a proper party to this arbitration.

Respondent is "Lilac Taxi Inc."

The police accident report for the subject accident shows that on 3/15/16 CN was riding a bicyclist when he was involved in an accident with a motor vehicle on Lexington Avenue at 29<sup>th</sup> Street in Manhattan.

The police accident report (Precinct 014; MV-2016-014-01005; 3/16/15) shows that the involved motor vehicle was registered to "Over The Bridge Taxi LLC."

The police accident report indicates that the insurance code for the involved motor vehicle was "665." This code is assigned by the NYS DMV to Washington International Insurance Company.

Applicant's bill (NF3) indicates that the insurer is Gerber & Gerber, 26 Court Street, 1405, Brooklyn, NY.

Applicant's bill indicates that the policyholder is "Over the Bridge Taxi LLC" and that the policy number is 200-498-13170.

Applicant's AR 1 indicates that the policyholder is "Over The Bridge Taxi LLC" and that the insurer/self insurer is Lilac Inc c/o respondent's law firm.

Applicant's submission contains a letter dated 8/31/17 from respondent's law firm. This letter asked for verification and also advised: "Please note that your claim is against a law firm and as such is against an incorrect entity. Failure to timely notify the correct entity will jeopardize your claim."

A search with the NY Department of State shows that Over The Bridge Taxi LLC is domestic limited liability company (DOS ID 3512567) with a service address of 42-05 12<sup>th</sup> Street, Long Island City, NY 11101.

A search with the NY Department of State shows that Lilac Taxi Inc is a domestic business corporation (since 1952) (DOS 85382) with a service address of c/o Gerber & Gerber, Esqs, 26 Court Street, Suite 1100, Brooklyn, NY 11242.

There is nothing in the proof submitted by the parties which shows any link between the driver of the motor vehicle involved in the accident (Islam, MD T), the registered owner of that vehicle, Over The Bridge Taxi LLC, the insurer (Washington International Ins. Co) of that vehicle and the named respondent, Lilac Taxi Inc.

There is nothing in the proof which establishes any connection between the named respondent Lilac Taxi Inc and CN, Mr. Islam, Over the Bridge Taxi LLC, Washington International Ins Co. or any entity potentially liable for no fault benefits for the accident of 3/15/16.

There is no showing that the named respondent, Lilac Taxi Inc, is a proper party to this claim for no fault reimbursement.

Accordingly, te claim is denied as to Lilac Taxi Inc.

The claim is dismissed without prejudice as to the proper respondent party to the extent that party is ever identified.

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 claim is DENIED in its entirety

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

State of New York  
SS :  
County of Westchester

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

07/08/2019  
(Dated)

Elyse Balzer

### **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:**  
9f953b5f342aa18d9e72a4b6be9455c8

**Electronically Signed**

Your name: Elyse Balzer  
Signed on: 07/08/2019