

American Arbitration Association  
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Physicians Medical Rehabilitation  
Associates, PLLC  
(Applicant)

- and -

Geico Insurance Company  
(Respondent)

AAA Case No.	17-20-1188-6488
Applicant's File No.	GTLXPM110220.004
Insurer's Claim File No.	0372395170101111
NAIC No.	35882

**ARBITRATION AWARD**

I, Michelle Murphy-Louden, 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: EIP

1. Hearing(s) held on 09/03/2021  
Declared closed by the arbitrator on 09/20/2021

George Lewis, Esq. from Law Offices of George T. Lewis, Jr., PC participated in person for the Applicant

Jason Ciani, Esq. from Law Office of Daniel R. Archilla participated in person for the Respondent

2. The amount claimed in the Arbitration Request, **\$ 3,577.19**, was AMENDED and permitted by the arbitrator at the oral hearing.

Per stipulation of Applicant, the amount in dispute was amended to \$1,376.64 based upon a re-calculation of the charges submitted pursuant to the Fee Schedule.

Stipulations WERE NOT made by the parties regarding the issues to be determined.

3. Summary of Issues in Dispute

Whether Applicant is entitled to reimbursement for the following as the result of a February 14, 2019, motor vehicle accident:

1. Chiropractic treatment rendered from January 29, 2020, to April 23, 2020; and
2. Physical therapy rendered from February 11, 2020, to April 16, 2020.

Respondent denied reimbursement for the physical therapy rendered on May 20, 2019, based upon Applicant's failure to submit proof of claim within 45 days.

Respondent denied reimbursement for the chiropractic treatment rendered January 29, 2020, February 4, 2020, February 5, 2020, February 26, 2020, and March 4, 2020, based upon (1) Applicant's failure to submit proof of claim within 45 days, and (2) an August 6, 2019, chiropractic independent medical examination (IME) performed by Gerald Silverman, D.C.

Respondent denied reimbursement for the physical therapy rendered on February 11, 2020, March 25, 2020, and March 26, 2020, based upon (1) Applicant's failure to submit proof of claim within 45 days, and (2) an August 20, 2019, psychiatric IME performed by Gary Florio, M.D.

No denial was submitted in connection with Applicant's claim for the physical therapy rendered on April 1, 2020.

Respondent denied reimbursement for the chiropractic treatment rendered on the remaining dates of service based upon Dr. Silverman's IME.

Respondent denied reimbursement for the May 5, 2020, office visit based upon (1) billed CPT code not contained within the Chiropractic Fee Schedule, and (2) Dr. Silverman's IME.

Respondent denied reimbursement for the physical therapy rendered on the remaining dates of service based upon Dr. Florio's IME.

This Award is based upon a review of all of the documents contained within the ADR Center electronic case file as of the date of the Award, as well as upon any oral arguments of the parties and any testimony given during the hearing.

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

As an initial matter, Respondent submitted post-hearing a copy of its Declarations Page showing that its policy carried \$50,000.00 in Basic Personal Injury Protection (PIP) coverage. Respondent also submitted a copy of its Medical Bill Details report which shows that as of the date of this Award Respondent has paid out \$9,261.02 in medical expense benefits. Therefore, \$40,738.98 in No-Fault coverage remains on Respondent's policy to satisfy Applicant's claim in the event it prevails in this matter and the additional six linked matters.

As an additional initial matter, Applicant's claim for the physical therapy rendered on April 16, 2020, is denied herein as Applicant arbitrated this claim as part of linked AAA Case No. 17-20-1188-6483 and the claim was adjudicated in that case.

**CHIROPRACTIC TREATMENT 1/29/20, 2/4/20, 2/5/20, 2/26/20, & 3/4/20**

According to Respondent's denial, it received Applicant's claim for the following date of service on March 30, 2020, and timely denied same on April 9, 2020, based in part upon Applicant's failure to submit proof of claim within 45 days:

1/29/20

According to Respondent's denials, it received Applicant's claims for the following dates of service on April 1, 2020, and timely denied same on February 10, 2020, based in part upon Applicant's failure to submit proof of claim within 45 days:

2/4/20

2/5/20

According to Respondent's denial, it received Applicant's claims for the following dates of service on April 29, 2020, and timely denied same on May 1, 2020, based in part upon Applicant's failure to submit proof of claim within 45 days:

2/26/20

3/4/20

It is to be noted that each of Respondent's denials properly contain the language mandated by 11 N.Y.C.R.R. §65-3.3(e) which provides:

When an insurer denies a claim based upon the failure to provide timely written notice of claim or timely submission of proof of claim by the applicant, such denial must advise the applicant that late notice will be excused where the applicant can provide reasonable justification of the failure to give timely notice.

**ANALYSIS**

Applicant argued that pursuant to the ruling in State Farm Ins. Co. v. Domotor, 266 A.D.2d 219 (App. Div., 2<sup>nd</sup> Dept., 1999), following Respondent's issuance of its August 9, 2019, General Denial based upon Dr. Silverman's IME which became effective on August 17, 2019, it was excused from further compliance with the condition precedent that it must submit proof of claim within 45 days.

In Domotor, following issuance of a general denial based upon an IME the plaintiff continued to undergo medical treatment but did not submit the claims to the defendant. The court held that having disclaimed coverage based upon the IME, plaintiff was excused from further compliance with conditions precedent including that proof of claim must be submitted within 45 days.

I find that Domotor is not controlling in this matter for two reasons:

First, in Domotor the claimant did not submit any further claims for medical treatment following the insurer's issuance of its general denial. By contrast, in the instant matter Applicant did in fact continue to submit its claims to Respondent following issuance of the general denial based upon Dr. Silverman's IME.

Second, in Domotor no bill specific denials were issued because the disputed claims had not been submitted to the insurer post-general denial and the insurer attempted to defend against the post-general denial claims not on the ground of lack of medical necessity but on the ground of the claimant's failure to submit proof of claim within 45 days, a ground not asserted in the general denial. In the instant matter, however, there are bill specific denials for each of Applicant's chiropractic treatment claims which specifically deny these claims in part based upon Applicant's failure to submit proof of claim within 45 days. Therefore, in the instant matter, Respondent is not seeking to create new grounds to defend against Applicant's claims for the chiropractic treatment rendered on the above-listed dates of service but rather is in fact seeking to "stand or fall upon the defense upon which it based its refusal to pay" which the court in Domotor held was what the insurer was entitled to do.

Therefore, based upon the foregoing, I find as follows with respect to Applicant's claims for the chiropractic treatment rendered on the above-listed dates of service:

Pursuant to 11 N.Y.C.R.R. §65-1.1, "Conditions", "Proof of Claim; Medical, Work Loss, and Other Necessary Expenses":

In the case of a claim for health service expenses, the eligible injured person or that person's assignee or representative shall submit written proof of claim to the Company, including full particulars of the nature and extent of the injuries and treatment received and contemplated, as soon as reasonably practicable but, in no event later than 45 days after the date services are rendered...The foregoing time limitations for the submission of proof of claim shall apply unless the eligible injured person or that person's representative submits written proof providing clear and reasonable justification for the failure to comply with such time limitation.

Applicant submitted herein copies of mailing certificates from Medtrx Healthcare Solutions, its third-party biller.

A review of Applicant's NF-3's shows that they were numbered by Medtrx. For ease of review, only the first 5 digits and the last 5 digits of the numbers appearing on the left top of the NF-3's will be referenced herein.

Applicant's NF-3 for the following date of service is dated March 27, 2020, and is numbered 22297/02170:

1/29/20

Medtrx's mailing certificate for the NF-3 numbered 22297/02170 shows that it was mailed on March 27, 2020, the day it was created, which is well beyond 45 days from the date of service.

Applicant's NF-3's for the following dates of service are dated March 30, 2020, and are numbered 22304/02170:

2/4/20

2/5/20

Medtrx's mailing certificate for the NF-3's numbered 22304/02170 shows that they were mailed on March 30, 2020, the day they were created, which is well beyond 45 days from the dates of service.

Applicant's NF-3's for the following dates of service are dated April 27, 2020, and are numbered 22386/02170:

2/26/20

3/4/20

Medtrx's mailing certificate for the NF-3's numbered 22386/02170 shows that they were mailed on April 27, 2020, the day they were created, which is well beyond 45 days from the dates of service.

Applicant's own evidence proves that it violated the timely proof of claim provisions of 11 N.Y.C.R.R. §65-1.1 with respect to its claims for the chiropractic treatment rendered on the above-listed dates of service and as such Respondent's denials of same are upheld on this ground. Therefore, the issue of whether Respondent has established a lack of medical necessity for the disputed chiropractic treatment based upon Dr. Silverman's IME has been rendered moot.

**PHYSICAL THERAPY 2/11/20, 3/25/20, & 3/26/20**

According to Respondent's denial, it received Applicant's claim for the following date of service on April 23, 2020, and timely denied same on April 30, 2020, based in part upon Applicant's failure to submit proof of claim within 45 days:

2/11/20

According to Respondent's denial, it received Applicant's claim for the following date of service on September 2, 2020, and timely denied same on September 21, 2020, based in part upon Applicant's failure to submit proof of claim within 45 days:

3/26/20

According to Respondent's denial, it received Applicant's claim for the following date of service on September 2, 2020, and timely denied same on September 25, 2020, based in part upon Applicant's failure to submit proof of claim within 45 days:

3/25/20

It is to be noted that each of Respondent's denials properly contain the language mandated by 11 N.Y.C.R.R. §65-3.3(e) which provides:

When an insurer denies a claim based upon the failure to provide timely written notice of claim or timely submission of proof of claim by the applicant, such denial must advise the applicant that late notice will be excused where the applicant can provide reasonable justification of the failure to give timely notice.

#### ANALYSIS

As it has been determined above that Domotor is not controlling in this matter, I find as follows with respect to Applicant's claims for the physical therapy rendered on the above-listed dates of service:

Pursuant to 11 N.Y.C.R.R. §65-1.1, "Conditions", "Proof of Claim; Medical, Work Loss, and Other Necessary Expenses":

In the case of a claim for health service expenses, the eligible injured person or that person's assignee or representative shall submit written proof of claim to the Company, including full particulars of the nature and extent of the injuries and treatment received and contemplated, as soon as reasonably practicable but, in no event later than 45 days after the date services are rendered...The foregoing time limitations for the submission of proof of claim shall apply unless the eligible injured person or that person's representative submits written proof providing clear and reasonable justification for the failure to comply with such time limitation.

Applicant submitted herein copies of mailing certificates from Medtrx Healthcare Solutions, its third-party biller.

A review of Applicant's NF-3's for dates of service February 11, 2020, and March 25, 2020, shows that they were numbered by Medtrix. For ease of review, only the first 5 digits and the last 5 digits of the numbers appearing on the left top of the NF-3's will be referenced herein.

Applicant's NF-3 for the following date of service is dated April 20, 2020, and is numbered 22297/02170:

2/11/20

Medtrix's mailing certificate for the NF-3 numbered 22297/02170 shows that it was mailed on April 20, 2020, the day it was created, which is well beyond 45 days from the date of service.

Applicant's NF-3 for date of service March 25, 2020, is missing the first five digits of the number.

Applicant's NF-3 for date of service March 26, 2020, is not numbered.

With respect to date of service February 11, 2020, Applicant's own evidence proves that it violated the timely proof of claim provisions of 11 N.Y.C.R.R. §65-1.1 with respect to the physical therapy rendered on this date and as such Respondent's denial of same is upheld on this ground. Therefore, the issue of whether Respondent has established a lack of medical necessity for the physical therapy rendered on this date based upon Dr. Florio's IME has been rendered moot.

With respect to dates of service March 25, 2020, and March 26, 2020, although Applicant submitted into evidence a mailing certificate from Medtrix post-marked April 10, 2020, the date on which the NF-3's for these dates of service were created, indicating that NF-3's numbered 22332/02170 were mailed to Respondent on that date, this mailing certificate does not prove timely mailing of the NF-3's for dates of service March 25, 2020, and March 26, 2020, because the number on the NF-3 for date of service March 25, 2020, is missing the first five digits and the NF-3 for date of service March 26, 2020, is not numbered. Therefore, with respect to dates of service March 25, 2020, and March 26, 2020, I find that Applicant violated the timely proof of claim provisions of 11 N.Y.C.R.R. §65-1.1 with respect to the physical therapy rendered on these dates and as such Respondent's denials of same are upheld on this ground. Therefore, the issue of whether Respondent has established a lack of medical necessity for the physical therapy rendered on these dates based upon Dr. Florio's IME has been rendered moot.

#### **PHYSICAL THERAPY 4/1/20**

There is no denial in evidence in connection with Applicant's claim for the physical therapy rendered on the above-listed date of service.

It is well-settled law that an applicant bears the initial burden of establishing prima facie its entitlement to No-Fault benefits by submitting evidentiary proof that the prescribed statutory billing forms setting forth proof of the fact and amount of loss sustained were mailed and received by the insurer and that No-Fault benefits are overdue. Viviane Etienne Medical Care v. Country-Wide Ins. Co., 25 N.Y.3d 498 (2015). Mary Immaculate Hosp. v. Allstate Ins. Co., 5 A.D.3d 742 (App. Div., 2<sup>nd</sup> Dept., 2004); Nyack Hosp. v. Metropolitan Prop. & Cas. Ins. Co., 16 A.D.3d 564 (App. Div., 2<sup>nd</sup> Dept., 2005); New York & Presbyterian Hosp. v. Allstate Ins. Co., 31 A.D.3d 512 (App. Div., 2<sup>nd</sup> Dept., 2006); LMK Psychological Servs., P.C. v. Liberty Mut. Ins. Co., 30 A.D.3d 727 (App. Div., 3<sup>rd</sup> Dept., 2006); Westchester Med. Ctr. v. Lincoln Gen. Ins. Co., 60 A.D.3d 1045 (App. Div., 2<sup>nd</sup> Dept., 2009); Sunshine Imaging Assn./WNY MRI v. Government Empls. Ins. Co., 66 A.D.3d 1419 (App. Div., 4<sup>th</sup> Dept., 2009).

Proof that an item was properly mailed gives rise to a rebuttable presumption that the item was received by the addressee. Residential Holding Corp. v. Scottsdale Ins. Co., 286 A.D.2d 679 (App. Div., 2<sup>nd</sup> Dept., 2001); New York and Presbyterian Hospital v. Allstate Ins. Co., 29 A.D.3d 547 (App. Div., 2<sup>nd</sup> Dept., 2006); Viviane Etienne Med. Care, P.C. v Country-Wide Ins. Co., 114 A.D.3d 33 (App. Div., 2<sup>nd</sup> Dept., 2013). The presumption of receipt by the addressee may be created by:

1. Proof of actual mailing (*see* Residential Holding Corp. v. Scottsdale Ins. Co., 286 A.D.2d 679, App. Div., 2<sup>nd</sup> Dept., 2001; New York and Presbyterian Hospital v. Allstate Ins. Co., 29 A.D.3d 547, App. Div., 2<sup>nd</sup> Dept., 2006; Viviane Etienne Med. Care, P.C. v Country-Wide Ins. Co., 114 A.D.3d 33, App. Div., 2<sup>nd</sup> Dept., 2013), established via an Affidavit of Mailing or a post office receipt, a certified mail return receipt, and/or a signed certified return receipt card which references the injured party and the specific document(s) mailed (*see* Westchester Med. Ctr. v Hereford Ins. Co., 95 A.D.3d 1306, App. Div., 2<sup>nd</sup> Dept., 2012; Aminov M.D. v. GEICO General Ins. Co., 2010 N.Y. Misc. LEXIS 6733 (N.Y.C. Civ. Ct., Kings Co.); Joseph Rockman LMT v. Clarendon National Ins. Co., 21 Misc. 3d 1118(A), N.Y.C. Civ. Ct., Richmond Co., 2008);
2. Proof of a standard office practice or procedure designed to ensure that items are properly addressed and mailed (*see* Residential Holding Corp., New York and Presbyterian Hospital, and Viviane Etienne Med. Care, *supra*), in the form of an Affidavit describing an office practice and procedure which is designed to ensure that items are properly addressed and mailed, completed by an individual with personal knowledge of said practice and procedure (*see* Hospital for Joint Diseases v. Nationwide Mut. Ins. Co., 284 A.D.2d 374, App. Div., 2<sup>nd</sup> Dept., 2001; New York and Presbyterian Hospital v. Allstate Ins. Co., 29 A.D.3d 547, App. Div., 2<sup>nd</sup> Dept., 2006; St. Vincent's Hosp. of Richmond v. Government Employees Ins. Co., 50 A.D.3d 1123, App. Div., 2<sup>nd</sup> Dept., 2008); and/or
3. A party's acknowledgment of receipt of the document(s) (*see* Natural Therapy Acupuncture, P.C. v State Farm Mut. Auto. Ins. Co., 41 Misc. 3d 1230(A), N.Y.C. Civ. Ct., Kings Co., 2013).



Applicant submitted herein copies of mailing certificates from Medtrx which it contended proved mailing of its claim for the physical therapy rendered on the above-listed date of service. However, Medtrx did not number Applicant's NF-3 for this claim and as such it cannot be matched with any of the mailing certificates. Therefore, I find that Applicant has failed to establish prima facie entitlement to reimbursement for the physical therapy rendered on the above-listed date of service.

## **CHIROPRACTIC TREATMENT & PHYSICAL THERAPY**

### **REMAINING DATES OF SERVICE**

The 42 year old EIP was reportedly involved in a motor vehicle accident on February 14, 2019, when the vehicle in which she was the restrained driver was rear-ended while stopped.

According to the records, on February 18, 2019, the EIP presented for initial physiatric evaluation with John Vlattas, M.D., reportedly complaining of occipital headaches, neck pain radiating into the shoulders left worse than right, mid and low back pain left greater than right radiating to the left hip and thigh, bilateral knee pain right greater than left with bruising along the left anterior knee and right medial knee, difficulty going up and down stairs, sitting for a period of time and moving her bowels. The EIP's reported pain level was 8-10/10. Following examination, Dr. Vlattas diagnosed the EIP with acute cervical sprain/strain with left radiculopathy, acute thoracic sprain/strain, acute lumbosacral derangement with left radiculopathy, bilateral knee contusion right worse than left, left shoulder strain, and cervicogenic headaches and recommended in part physical therapy and chiropractic treatment.

On April 8, 2019, the EIP underwent an upper extremity EMG/NCV study which reportedly found evidence of an acute left C6-C7 radiculopathy.

On April 17, 2019, the EIP underwent cervical and lumbar MRI's. The cervical MRI was with the impression of C5-C6 disc herniation deforming the thecal sac with bilateral neural foraminal extension abutting the exiting C6 nerve roots contributing to left neural foraminal narrowing in conjunction with facet and uncinat hypertrophic changes and C4-C5 disc herniation with right neural foraminal narrowing. The lumbar MRI was with the impression of L4-L5 disc herniation deforming the thecal sac abutting the proximal L5 nerve roots bilaterally with bilateral proximal neural foraminal extension.

On May 27, 2019, the EIP underwent a thoracic MRI which was with the impression of T7-T8 right paracentral disc herniation with thecal sac indentation.

On June 20, 2019, the EIP underwent a right knee MRI which was with the impression of strain of the medial collateral ligament at its femoral attachment site, edema in the medial subcutaneous tissues at and superior to the level of the joint line at the knee, patellofemoral synovial fluid accumulating medially and laterally, and edema in the prepatellar subcutaneous tissues.

On August 5, 2019, the EIP was seen in follow-up by Dr. Vlattas reportedly complaining of ongoing neck pain radiating to the left arm with numbness and tingling, some worsening low back pain left greater than right radiating down the left leg, and locking and catching of the right knee. Examination reportedly revealed mild cervical spine tenderness and spasm, positive Spurling's maneuver bilaterally left greater than right, thoracic spine tenderness, mild lumbar paraspinal tenderness at L4-S1 on the left, moderately limited lumbar flexion, positive straight leg raise on the left, and right knee medial joint line and medial patella facet tenderness with patellar grind, positive compression and 0-120 degrees range of motion. Dr. Vlattas recommended a left L4-L5 epidural injection, cervical and lumbar trigger point injections, a lower extremity EMG/NCV study, and continuation of physical therapy and chiropractic treatment.

On September 16, 2019, the EIP underwent the lower extremity EMG/NCV study which reportedly found no evidence of lumbosacral radiculopathy.

On September 30, 2019, the EIP was seen in follow-up by Dr. Vlattas reportedly complaining of neck pain radiating to the shoulders with headaches, some worsening mid back pain, low back pain left greater than right radiating into the left greater than right lower extremity, left shoulder soreness and stiffness, and anterior right knee pain. The EIP's reported pain level was 9/10. Examination reportedly revealed in part decreased cervical range of motion, positive Spurling's maneuver on the left, curve of the thoracic spine with concavity from T8-L2 and pain on compression, flex component of the upper lumbar segments especially at L2-L3, decreased lumbar range of motion, positive straight leg raise on the left at 60 degrees, and right knee peripatellar and medial joint line tenderness with mildly restricted flexion. Dr. Vlattas recommended left L4-L5 interlaminar epidural injections, cervical and thoracic trigger point injections, and continuation of physical therapy and chiropractic treatment.

On June 8, 2020, the EIP was seen in telemedicine follow-up by Dr. Vlattas reportedly complaining of neck pain radiating to the left arm, worsening low back pain right greater than left radiating down the left leg, locking and catching of the right knee, left shoulder pain with stiffness, and left knee pain. The EIP's reported pain level was 5-6/10. Dr. Vlattas recommended continuation of physical therapy and consideration of right knee and lumbar epidural steroid injections.

Treatment notes of John Guglielmucci, D.C., for the time period August 18, 2020, to August 24, 2020, document complaints of radiating neck, mid-back, and low back pain.

On October 5, 2020, the EIP underwent bilateral L4-S1 paravertebral injections.

### *RESPONDENT'S IME'S*

#### Chiropractic IME

On August 6, 2019, the EIP underwent a chiropractic IME performed by Gerald Silverman, D.C., at which time she was reportedly complaining of non-radiating neck, lower back, and right knee pain.

The findings of Dr. Silverman's examination are set forth in his report as follows:

### **PHYSICAL EXAMINATION:**

Observation reveals a 43 year old right-handed female standing 5'9" tall weighing 142 pounds with hazel eyes in no apparent distress. She presents with normal posture and carriage, and her movements are regular and unrestricted. There is no evidence of antalgia or gait abnormalities. She needs no assistance mounting or dismounting the examination table.

#### **Examination of the cervical spine:**

A soft cervical collar was removed for this examination. Static palpation reveals normally toned and developed muscles without evidence of spasm in the paravertebral muscles. Subjective

tenderness that is uncorroborated by any other clinical findings is reported at C5-6 bilaterally. The spine is in the midline. Lhermitte's, Shoulder Depressor, Adson's, and Foraminal Compression tests are negative.

Cervical Spine ROM: Flexion 50/50 degrees, extension 60/60 degrees, left lateral bending 45/45 degrees, right lateral bending 45/45 degrees, left rotation 80/80 degrees, and right rotation 80/80 degrees.

Dynamometer testing showed no marked weakness upon sequential testing. Muscle testing was negative for gross motor weakness in the upper extremities. Biceps, triceps, and brachioradialis reflexes are equal, active and present bilaterally. Pinwheel testing showed no sensory deficit in the upper extremities. Mid forearm measurements are negative for gross atrophy.

#### **Examination of the thoracolumbar spine:**

A lumbar corset was removed for this examination. Standing, the hips are level, the spine is in the midline, and the normal lordotic curve is maintained. Heel and toe walking are without difficulty. Trendelenburg's, Kemp's and Adam's tests are negative.

Thoracic Spine ROM: Flexion 45/45 degrees, extension 0/0 degrees, left lateral bending 45/45 degrees, right lateral bending 45/45 degrees, left rotation 30/30 degrees and right rotation 30/30 degrees.

Lumbar Spine ROM: Flexion 60/60 degrees, extension 25/25 degrees, left lateral bending 25/25 degrees, and right lateral bending 25/25 degrees.

There is no gross atrophy in the lower extremities. Pinwheel testing showed no sensory deficit. Patella and Achilles reflexes are equal, active and present bilaterally. Bechterew's and Dejerines's Triad are negative.

In the seated position, static palpation reveals normally toned and developed muscles without evidence of spasm in the para- vertebral muscles. Subjective tenderness that is uncorroborated by any other clinical findings is reported at L1-2 bilaterally. Ely's, Hibbs and Derifield tests are negative.

In the supine position, Goldthwait's, Bragard's and Linder's signs are negative. Leg lowering is negative. Straight Leg Raising is negative bilaterally.

Ranges of motion were obtained using a goniometer.

ROM Source: AMA - Guides to the Evaluation of Permanent Impairment, Fifth Edition.

Dr. Silverman diagnosed the EIP with resolved cervical spine and thoracolumbar spine sprains/strains and opined that additional chiropractic treatment was not necessary.

Based upon Dr. Silverman's opinion, Respondent denied Applicant's claims for the chiropractic treatment rendered on the remaining dates of service.

#### Physiatric IME

On August 20, 2019, the EIP underwent a physiatric IME performed by Gary Florio, M.D., who previously examined the EIP on April 25, 2019, at which time she was reportedly complaining of the following as documented by Dr. Florio:

The claimant's current complaints are that of neck, middle back and lower back pain as well as right knee pain all noted to be the same, essentially as they were on my previous evaluation. She had some residual left knee pain noted to be improved.

The findings of Dr. Florio's examination are set forth in his report as follows:

The claimant was able to ambulate with a normal, non-antalgic, reciprocal gait pattern. She was able to do a toe and heel walking pattern. She was able to mount and dismount the examination table independently and without difficulty. The claimant was able to go from a sit-to-stand position and a stand-to-sit position independently.

The claimant was able to sit for periods of time with approximately 90 degrees of lumbar flexion without difficulty.

Examination of the spine revealed no scoliosis and a normal degree of cervical and lumbar lordosis.

Examination of the spine revealed a normal range of motion.

CERVICAL SPINE: Flexion 50/50 degrees, extension 60/60 degrees, left lateral bending 45/45 degrees, right lateral bending 45/45 degrees, left rotation 80/80 degrees, and right rotation 80/80 degrees.

THORACIC SPINE: Flexion 45/45 degrees, extension 0/0 degrees, left lateral bending 45/45 degrees, right lateral bending 45/45 degrees, left rotation 30/30 degrees, and right rotation 30/30 degrees.

LUMBAR SPINE: Flexion 60/60 degrees, extension 25/25 degrees, left lateral bending 25/25 degrees, and right lateral bending 25/25 degrees.

The Spurling test was negative as was the straight leg raise test.

Palpation of the spine did result in some complaints of tenderness in the cervical and lumbar regions. However, there were no objective abnormalities to correlate with those symptomatic complaints including no bony derangements, no abnormal nodularities, no muscle hypertonicity and no frank muscle spasm.

Examination of the peripheral joints, including the bilateral knees, revealed no increased heat, redness, swelling, effusion, crepitation, ligamentous laxity or instability.

BILATERAL KNEES: Flexion 150/150 degrees and extension 0/0 degrees. Anterior Drawer sign, McMurray's sign and Lachman's test were negative.

The claimant was found to have normal muscle strength at all pivot points testing at 5/5.

The deep tendon reflex responses were 2+ bilaterally and symmetrical. The sensory evaluation was intact.

No trophic changes were noted at the skin or nail beds.

The claimant's hand and finger dexterity were noted to be normal.

The claimant revealed no evidence of balance or coordination deficits.

Ranges of motion were obtained using a goniometer.

ROM Source: AMA - Guides to the Evaluation of Permanent Impairment, Fifth Edition.

Dr. Florio diagnosed the EIP with objectively resolved cervical spine, thoracic spine, lumbar spine, and bilateral knee sprains/strains and opined that there was no need for further physiatric treatment or physical therapy.

Based upon Dr. Florio's opinion, Respondent denied Applicant's claims for the physical therapy rendered on the remaining dates of service.

### ANALYSIS

Once an applicant has established a prima facie case of entitlement to No-Fault benefits, the burden then shifts to the insurer to prove that the disputed services were not medically necessary. To meet this burden, the insurer's denial(s) of the applicant's claim(s) must be based on a peer review, IME report, or other competent medical evidence that sets forth a clear factual basis and a medical rationale for the denial(s).

Amaze Medical Supply, Inc. v. Eagle Ins. Co., 2 Misc. 3d 128A (App. Term, 2<sup>nd</sup> Dept., 2003); Tahir v. Progressive Cas. Ins. Co., 12 Misc. 3d 657 (N.Y.C. Civ. Ct., N.Y. Co., 2006); Healing Hands Chiropractic, P.C. v. Nationwide Assurance Co., 5 Misc. 3d 975 (N.Y.C. Civ. Ct., N.Y. Co., 2004); Millennium Radiology, P.C. v. New York Cent. Mut., 23 Misc. 3d 1121(A) (N.Y.C. Civ. Ct., Richmond Co., 2009); Beal-Medea Prods., Inc. v GEICO Gen. Ins. Co., 27 Misc. 3d 1218(A) (N.Y.C. Civ. Ct., Kings Co., 2010); All Boro Psychological Servs., P.C. v GEICO Gen. Ins. Co., 34 Misc. 3d 1219(A) (N.Y.C. Civ. Ct., Kings Co., 2012).

I find that Dr. Silverman's IME fails to set forth a clear factual basis and a medical rationale for Respondent's denials of Applicant's claims for the chiropractic treatment rendered on the remaining dates of service, and that Dr. Florio's IME fails to set forth a clear factual basis and a medical rationale for Respondent's denials of Applicant's claims for the physical therapy rendered on the remaining dates of service, and as such I find that Respondent has failed to establish a lack of medical necessity for same.

I am not convinced of the accuracy of Dr. Silverman's or Dr. Florio's normal examination findings. Just one day before Dr. Silverman's IME and just two weeks before Dr. Florio's IME the EIP was examined by Dr. Vlattas who documented multiple positive examination findings which are consistent with those documented by Dr. Vlattas during serial examinations performed both before and after both Dr. Silverman's and Dr. Florio's IME's, including one month after Dr. Florio's IME. The serial examination findings documented by Dr. Vlattas are more consistent with the EIP's diagnostic findings and complaints than those of Dr. Silverman and Dr. Florio. Therefore, Respondent's denials of Applicant's claims for the chiropractic treatment and physical therapy rendered on the remaining dates of service cannot be upheld.

### AMOUNTS AWARDED

#### DATES OF SERVICE 4/2/20, 4/8/20, & 4/9/20

On each of the above-listed dates of service Applicant billed for both chiropractic treatment and physical therapy.

In Doctor of Medicine in the House, P.C., v. Allstate Ins. Co., 41 Misc. 3d 983 (Dist. Ct., 3<sup>rd</sup> Dist., 2013) the court framed the issue presented as follows:

"[W]hether paragraph 11 of the Official New York Workers' Compensation Medical Fee Schedule, Physical Medicine (2010) limits claims reimbursement to 8.0 units (codes) per day for each provider individually or for all provider claims cumulatively. It is the defendant insurance company's position that the provisions of 11 NYCRR 65-3.15 require the court to interpret paragraph 11 as an 'exhaustion' regulation, similar to the \$50,000 claim limitation contained therein, which acts as a bar to all subsequent claimants. The plaintiff's contention is that the 8-unit rule is applied per claim and is not a bar to subsequent claimants.

The undisputed facts are that the plaintiff medical provider timely submitted claims for assorted code procedures constituting 10 units. It is the defendant's undisputed contention that prior to the receipt of the plaintiff's claim (and or verification responses) that the defendant already had reimbursed other providers for 8.0 units of services and it was therefore entitled to deny the plaintiff's claim." Id. at 984.

In finding for the plaintiff, the court held:

"It is the court's determination that the claim benefit exhaustion concept described in regulation 11 NYCRR 65-3.15 is inapplicable to the excessive fee limitations imposed by paragraph 11 of the Official New York Workers' Compensation Medical Fee Schedule. They are distinct and separate regulatory mechanisms which make no reference to each other. The section 65-3.15 \$50,000 policy limit is a 'non-waivable' defense which need not be raised in the defendant's denial of claim. (*See New York & Presbyt. Hosp. v Allstate Ins. Co.*, 12 AD3d 579, 786 NYS2d 68 [2d Dept 2004]; *Westchester Med. Ctr. v Allstate Ins. Co.*, 17 Misc 3d 1134[A], 851 NYS2d 75, 2007 NY Slip Op 52257[U] [Sup Ct, Nassau County 2007].) The paragraph 11 excessive fee schedule defense is waivable and must be timely asserted in its claim denial or it is precluded from being thereafter interposed. (*See Triboro Chiropractic & Acupuncture P.L.L.C. v New York Cent. Mut. Fire Ins. Co.*, 7 Misc 3d 138[A], 801 NYS2d 243, 2005 NY Slip Op 50856[U] [App Term, 2d Dept, 2d & 11th Jud Dists 2005], citing *Presbyterian Hosp. in City of N.Y. v Maryland Cas. Co.*, 90 NY2d 274, 683 NE2d 1, 660 NYS2d 536 [1997].)

The purpose of the workers' compensation medical fee schedule is to prevent 'excessive billing' by each individual provider and not to create an 'exhaustion' of benefits competition between claimants as is clearly the intent of section 65-3.15. The fee schedule is a guideline on how to properly fill out and submit a claim. Such a finding is consistent with the Court of Appeals' direction to interpret 'no-fault' regulations in such a manner as to not frustrate the legislative intent of requiring prompt payment of benefits. (*See Nyack Hosp. v General Motors Acceptance Corp.*, 8 NY3d 294, 864 NE2d 1279, 832 NYS2d 880 [2007], citing

Matter of Medical Socy of State of N.Y. v Serio, 100 NY2d 854, 800 NE2d 728, 768 NYS2d 423 [2003].) Paragraph 11 does not indicate that it regulates benefits for 'all' claims on any given day.

The regulating authority could have easily included the phrase "for all claimants," if that was its intent. The interpretation of regulations must be consistent with its authorizing statute. (See Matter of Luxenberg v Stichman, 144 NYS 2d 296, 208 Misc 706 [Sup Ct, Bronx County 1955], citing Lightbody v Russell, 293 NY 492, 58 NE2d 508 [1944]; see also generally Boreali v Axelrod, 71 NY2d 1, 517 NE2d 1350, 523 NYS2d 464 [1987].)

Accordingly, the court enters judgment for the plaintiff allowing reimbursement for 8 of its claims' 10 billing units, in the sum of \$1,876.76 plus appropriate statutory interest, attorneys fees and costs." Id. at 985-986.

However, on December 12, 2013, two months after issuing its ruling in Doctor of Medicine the court, on a motion to re-argue, set aside its ruling based upon a letter of the N.Y.S. Workers' Compensation Board (2013 WL 10208650). The full text of the court's ruling on re-argument is follows:

"The above captioned medical service provider plaintiff brought this action pursuant to the provisions of Sec. 5106 of the New York Insurance Law to recover \$1,876.76 of 'no-fault' claim benefits after the defendant timely denied same upon the grounds that the fees were in excess of the Workers Compensation fee schedule.

A framed issue trial was held before the Court on September 30, 2013, and this Court issued a decision on October 22, 2013. Defendant Allstate Insurance Company now moves pursuant to CPLR R. 4404(b) and R. 2221(d) seeking to set aside the decision and/or to reargue the Court's October 22 decision. I note that such motion was technically unnecessary because Rule 4404(b) of the CPLR empowers the Court to set aside its decision and judgment 'on its own initiative' and further 'render a new decision' 'with or without taking additional testimony.' After a review of the papers and reconsideration of the oral argument on December 12, 2013, the Court hereby exercises its own authority to set aside the October 22, 2013 decision for the reasons set forth below.

The first issue regards whether the framed issue at the September 30 trial involved (1) the application of Ground Rule 11 of the New York Compensation Medical Fee Schedule cumulatively across all providers, or (2) whether it involved a question of priority-of-payment based on when the bills were received. While the parties both agree that the issue *sub judice* was the latter question, the Court notes that the former issue involving Ground Rule 11 has been addressed by the New York 'Workers' Compensation Board. In particular, in response to a question posed on April 7, 2006, Patricia Furdyna, RN, a Medical Care Representative of the Bureau of Health Management of the State



of New York Workers' Compensation Board, Health Provider Administration wrote: 'The limits of RYE ["relative value"] as established in the Medical Fee Schedule Physical Medicine section Ground Rule 8 and 11 reflect the maximum number of units payable per claimant per day regardless of the number of providers treating the claimant on a given date of service with or without the same Tax ID number.' Given the fact that the Workers' Compensation Board has rendered an opinion on this issue, the Court defers to the Board's interpretation of its own fee schedule. *See LMK Psychological v. State Farm*, 12 N.Y.3d 217, 223 (2009), *Matter of New York Pub, Interest Research Group v New York State Dept. of Ins.*, 66 N.Y.2d 444, 448 (1985).

The Court therefore sets aside the portion of the October 22, 2013 decision which holds that each provider is entitled to its own 8.0 units.

Accordingly, the Court hereby sets aside its October 22, 2013 decision in its entirety and hereby orders all parties to appear on 01-30-14 for a new framed issue trial on the issue of whether plaintiff is entitled to priority of payment for having submitted its physical therapy bills to Allstate prior to those of another provider.

This constitutes the decision and order of the Court."

Therefore, based upon the Doctor of Medicine court's subsequent ruling, Respondent is only liable for the payment of 8.0 RVU's of physical medicine modalities in totality for each of the above-listed dates of service and not for the payment of 8.0 RVU's for the physical therapy treatment and 8.0 RVU's for the chiropractic treatment.

With respect to date of service April 2, 2020, Respondent received Applicant's claim for the physical therapy rendered on that date prior to receiving Applicant's claim for the chiropractic treatment rendered on that date. Therefore, Applicant is awarded the 8.0 RVU's for the physical therapy.

With respect to dates of service April 8, 2020, and April 9, 2020, Respondent received Applicant's claims for the chiropractic treatment rendered on those dates prior to receiving Applicant's claims for the chiropractic treatment rendered on those dates. Therefore, Applicant is awarded the 8.0 RVU's for the chiropractic treatment.

With respect to the amount of interest awarded Applicant herein, same is to be calculated in accordance with 11 N.Y.C.R.R. §65-3.9(c) as Applicant did not request arbitration within 30 days of receipt of the denial of claim forms. The commencement date of the interest awarded shall be, per advisement of the Department of Financial

Services, the date on which Applicant's request for arbitration was received by AAA. According to AAA's electronic case file Applicant's request for arbitration was received via e-mail by AAA on December 21, 2020. Therefore, Respondent shall pay Applicant interest commencing December 21, 2020, to the date of payment of this Award.

ACCORDINGLY, APPLICANT IS AWARDED THE AMOUNT OF \$1,186.95 TOGETHER WITH INTEREST, ATTORNEY'S FEE, AND FILING FEE AS SET FORTH BELOW. THE REMAINDER OF APPLICANT'S CLAIM IS DENIED IN ITS ENTIRETY.

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.

Medical		From/To	Claim Amount	Amount Amended	Status
	<b>Physicians Medical Rehabilitation Associates, PLLC</b>	<b>01/29/20 - 01/29/20</b>	<b>\$95.32</b>		<b>Denied</b>
	<b>Physicians Medical</b>				

	<b>Rehabilitat ion Associates, PLLC</b>	<b>02/04/20 - 02/04/20</b>	<b>\$95.32</b>		<b>Denied</b>
	<b>Physicians Medical Rehabilitat ion Associates, PLLC</b>	<b>02/05/20 - 02/05/20</b>	<b>\$95.32</b>		<b>Denied</b>
	<b>Physicians Medical Rehabilitat ion Associates, PLLC</b>	<b>02/11/20 - 02/11/20</b>	<b>\$115.02</b>		<b>Denied</b>
	<b>Physicians Medical Rehabilitat ion Associates, PLLC</b>	<b>02/11/20 - 02/11/20</b>	<b>\$95.32</b>		<b>Awarded: \$46.24</b>
	<b>Physicians Medical Rehabilitat ion Associates, PLLC</b>	<b>02/12/20 - 02/12/20</b>	<b>\$95.32</b>		<b>Awarded: \$46.24</b>
	<b>Physicians Medical Rehabilitat ion Associates, PLLC</b>	<b>02/25/20 - 02/25/20</b>	<b>\$95.32</b>		<b>Awarded: \$46.24</b>
	<b>Physicians Medical Rehabilitat ion Associates, PLLC</b>	<b>02/26/20 - 02/26/20</b>	<b>\$95.32</b>		<b>Denied</b>
	<b>Physicians</b>				

	<b>Medical Rehabilitat ion Associates, PLLC</b>	<b>03/03/20 - 03/03/20</b>	<b>\$95.32</b>		<b>Awarded: \$46.24</b>
	<b>Physicians Medical Rehabilitat ion Associates, PLLC</b>	<b>03/04/20 - 03/04/20</b>	<b>\$115.01</b>		<b>Awarded: \$67.60</b>
	<b>Physicians Medical Rehabilitat ion Associates, PLLC</b>	<b>03/04/20 - 03/04/20</b>	<b>\$95.32</b>		<b>Denied</b>
	<b>Physicians Medical Rehabilitat ion Associates, PLLC</b>	<b>03/05/20 - 03/05/20</b>	<b>\$96.42</b>		<b>Awarded: \$62.87</b>
	<b>Physicians Medical Rehabilitat ion Associates, PLLC</b>	<b>03/10/20 - 03/10/20</b>	<b>\$95.32</b>		<b>Awarded: \$46.24</b>
	<b>Physicians Medical Rehabilitat ion Associates, PLLC</b>	<b>03/11/20 - 03/11/20</b>	<b>\$95.32</b>		<b>Awarded: \$46.24</b>
	<b>Physicians Medical Rehabilitat ion Associates, PLLC</b>	<b>03/17/20 - 03/17/20</b>	<b>\$95.32</b>		<b>Awarded: \$46.24</b>

	<b>Physicians Medical Rehabilitat ion Associates, PLLC</b>	<b>03/18/20 - 03/18/20</b>	<b>\$95.32</b>		<b>Awarded: \$46.24</b>
	<b>Physicians Medical Rehabilitat ion Associates, PLLC</b>	<b>03/20/20 - 03/20/20</b>	<b>\$129.25</b>		<b>Awarded: \$67.60</b>
	<b>Physicians Medical Rehabilitat ion Associates, PLLC</b>	<b>03/25/20 - 03/25/20</b>	<b>\$95.32</b>		<b>Awarded: \$46.24</b>
	<b>Physicians Medical Rehabilitat ion Associates, PLLC</b>	<b>03/25/20 - 03/25/20</b>	<b>\$129.25</b>		<b>Denied</b>
	<b>Physicians Medical Rehabilitat ion Associates, PLLC</b>	<b>03/26/20 - 03/26/20</b>	<b>\$74.28</b>		<b>Denied</b>
	<b>Physicians Medical Rehabilitat ion Associates, PLLC</b>	<b>03/26/20 - 03/26/20</b>	<b>\$95.32</b>		<b>Awarded: \$46.24</b>
	<b>Physicians Medical Rehabilitat ion Associates, PLLC</b>	<b>03/31/20 - 03/31/20</b>	<b>\$129.25</b>		<b>Awarded: \$67.60</b>

	<b>Physicians Medical Rehabilitat ion Associates, PLLC</b>	<b>04/01/20 - 04/01/20</b>	<b>\$115.01</b>		<b>Denied</b>
	<b>Physicians Medical Rehabilitat ion Associates, PLLC</b>	<b>04/01/20 - 04/01/20</b>	<b>\$95.32</b>		<b>Awarded: \$46.24</b>
	<b>Physicians Medical Rehabilitat ion Associates, PLLC</b>	<b>04/02/20 - 04/02/20</b>	<b>\$74.28</b>		<b>Awarded: \$67.60</b>
	<b>Physicians Medical Rehabilitat ion Associates, PLLC</b>	<b>04/02/20 - 04/02/20</b>	<b>\$95.32</b>		<b>Denied</b>
	<b>Physicians Medical Rehabilitat ion Associates, PLLC</b>	<b>04/07/20 - 04/07/20</b>	<b>\$129.25</b>		<b>Awarded: \$67.60</b>
	<b>Physicians Medical Rehabilitat ion Associates, PLLC</b>	<b>04/08/20 - 04/08/20</b>	<b>\$74.28</b>		<b>Denied</b>
	<b>Physicians Medical Rehabilitat</b>	<b>04/08/20 - 04/08/20</b>	<b>\$95.32</b>		<b>Awarded: \$46.24</b>

	<b>ion Associates, PLLC</b>				
	<b>Physicians Medical Rehabilitat ion Associates, PLLC</b>	<b>04/09/20 - 04/09/20</b>	<b>\$95.32</b>		<b>Awarded: \$46.24</b>
	<b>Physicians Medical Rehabilitat ion Associates, PLLC</b>	<b>04/09/20 - 04/09/20</b>	<b>\$129.25</b>		<b>Denied</b>
	<b>Physicians Medical Rehabilitat ion Associates, PLLC</b>	<b>04/15/20 - 04/15/20</b>	<b>\$95.32</b>		<b>Awarded: \$46.24</b>
	<b>Physicians Medical Rehabilitat ion Associates, PLLC</b>	<b>04/16/20 - 04/16/20</b>	<b>\$95.32</b>		<b>Awarded: \$46.24</b>
	<b>Physicians Medical Rehabilitat ion Associates, PLLC</b>	<b>04/16/20 - 04/16/20</b>	<b>\$74.28</b>		<b>Denied</b>
	<b>Physicians Medical Rehabilitat ion Associates, PLLC</b>	<b>04/22/20 - 04/22/20</b>	<b>\$95.32</b>		<b>Awarded: \$46.24</b>
	<b>Physicians Medical</b>				

	<b>Rehabilitat ion Associates, PLLC</b>	<b>04/23/20 - 04/23/20</b>	<b>\$95.32</b>		<b>Awarded: \$46.24</b>
<b>Total</b>			<b>\$3,577.19</b>		<b>Awarded: \$1,186.95</b>

- B. The insurer shall also compute and pay the applicant interest set forth below. 12/21/2020 is the date that interest shall accrue from. This is a relevant date only to the extent set forth below.

Pursuant to 11 N.Y.C.R.R. §65-3.9(a), the insurer shall calculate interest at the rate of two percent per month, simple, calculated on a pro rata basis using a 30-day month.

Pursuant to 11 N.Y.C.R.R. §65-3.9(c), if an applicant does not request arbitration or institute a lawsuit within 30 days after receipt of a denial of claim form or payment of benefits calculated pursuant to Insurance Department regulations, interest shall not accumulate on the disputed claim or element of claim until such action is taken.

Since Applicant herein did not request arbitration within 30 days of receipt of the denial of claim form, Respondent shall pay interest from the date the arbitration was commenced as set forth above to the date of payment of the Award in accordance with 11 N.Y.C.R.R. §65-3.9(c).

C. Attorney's Fees

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

The insurer shall pay the Applicant an attorney's fee in accordance with 11 N.Y.C.R.R. §65-4.6(d).

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

09/29/2021  
(Dated)

Michelle Murphy-Louden

### **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:**

ca0d0bfdc9eb7a6426dd31e6fc20f5d6

### **Electronically Signed**

Your name: Michelle Murphy-Louden  
Signed on: 09/29/2021