

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Timothy D Groth, MD
(Applicant)

- and -

Allstate Insurance Company
(Respondent)

AAA Case No. 17-23-1283-5146

Applicant's File No. 23-000323

Insurer's Claim File No. 0571861665

NAIC No. 19232

ARBITRATION AWARD

I, Ritesh Mallick, 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: LH

1. Hearing(s) held on 10/23/2023
Declared closed by the arbitrator on 10/23/2023

Jared Mallimo, Esq. from The Licatesi Law Group, LLP participated virtually for the Applicant

Jamin Koo, Esq. from Law Offices of John Trop participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$2,397.97**, 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 Assignor LH was injured in an 8/10/19 motor vehicle accident. LH was a 48-year-old female bicyclist at the time of accident. In dispute is the billing for office visits and treatment rendered from 1/5/22-5/24/22. Respondent asserts that the subject policy of insurance is exhausted such that no available benefits remain. The issue to be decided is whether Respondent's defense will be sustained.

4. Findings, Conclusions, and Basis Therefor

This case was decided based upon the submissions of the parties as contained in the electronic file maintained by the American Arbitration Association and the oral arguments of the parties' representatives. There were no witnesses. I reviewed the documents contained in MODRIA for both parties and make my decision in reliance thereon.

The doctrine of collateral estoppel is applicable to this matter. This doctrine precludes a party from relitigating in a subsequent action or proceeding an issue clearly raised in a prior action or proceeding that has been decided, whether or not the tribunals or causes of actions are the same. Ryan v. New York Tel. Co., 62 N.Y.2d 494, 478 N.Y.S.2d 823 (Ct. App. 1984). Furthermore, issues decided by prior arbitration are subject to the doctrine of collateral estoppel. Rembrandt Indus., Inc. v. Hodges Intl., Inc., 38 N.Y.2d 502, 381 N.Y.S.2d 451 (Ct. App. 1976).

Respondent's policy exhaustion defense has already been considered and sustained per my prior award issued in connection with American Arbitration Association Case # 17-23-1298-1552. Nothing in the evidentiary record would serve to distinguish this matter such that an alternative outcome with respect to the issue of policy exhaustion is required.

Applicant's claim is denied.

Any further issues raised in the hearing record are held to be moot and/or waived insofar as not raised at the time of hearing.

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 NY
SS :
County of Putnam

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

11/20/2023
(Dated)

Ritesh Mallick

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:
adc9db5313527e2e786fb6a0ea5546f4

Electronically Signed

Your name: Ritesh Mallick
Signed on: 11/20/2023