

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

JR Dugo DC
(Applicant)

- and -

Allstate Fire & Casualty Insurance Company
(Respondent)

AAA Case No. 17-23-1297-5888

Applicant's File No. DUGO 112-23

Insurer's Claim File No. 0656227303

NAIC No. 29688

ARBITRATION AWARD

I, Camille Nieves, 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 (LD)

1. Hearing(s) held on 12/06/2023
Declared closed by the arbitrator on 12/06/2023

Joseph Sparacio from Joseph Sparacio Attorney at Law PLLC participated virtually for the Applicant

Dana Nolan from Law Office Of Lawrence & Lawrence participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$2,636.39**, 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

Applicant seeks reimbursement for treatment provided to the EIP, a 50 year old restrained female driver, from 11/10/22 to 3/14/23 following a motor vehicle accident on 1/18/22. The charges were timely denied based on an IME by John Johnson, DC, LAc, on 10/7/22. Further benefits were denied effective 11/9/22. A general denial was issued on 10/26/22.

4. Findings, Conclusions, and Basis Therefor

Applicant seeks reimbursement for treatment provided to the EIP, a 50 year old restrained female driver, from 11/10/22 to 3/14/23 following a motor vehicle accident on 1/18/22. The charges were timely denied based on an IME by John Johnson, DC, LAc, on 10/7/22. Further benefits were denied effective 11/9/22. A general denial was issued on 10/26/22.

The examiner notes the EIP was treated in an ER without x-rays and underwent conservative treatments for neck, back and knee pain. She underwent right knee surgery on 8/3/22. She missed 2 days from work and was working full time as a school aid.

Gait and movements were normal and on exam of the spine, there was no spasm or tenderness except minimal lumbar tenderness. Ranges of motion were normal. Orthopedic and neurologic testing was negative.

The exam of the shoulders, elbows, wrists/hands, hips, knees, ankles/feet was also entirely normal in terms of no spasm, tenderness, crepitus, normal ranges of motion and negative orthopedic and neurologic testing. The acupuncture exam was also negative.

Sprains and strains of the spine and left knee were deemed resolved and the right knee was status post surgery and was also resolved. Further orthopedic and acupuncture treatment was deemed unnecessary.

I find the IME on 10/7/22 to be detailed and comprehensive and adequately establishes resolved injuries and that further treatment was unnecessary shifting the burden to applicant.

On 2/7/22, a medical exam noted complaints of neck, back and knee pain and clicking. She underwent conservative treatment until right knee surgery was performed on 8/3/22. She was working full time on 10/7/22 at the IME.

On 7/26/22 and 8/9/22 a medical exam noted continued complaints of neck and back pain and left knee pain. There was tenderness, decreased range of motion and positive orthopedic and neurologic tests. Strength was 4/5. Therapy was continued.

I find the evidence sufficient to establish medical necessity for further treatment. The records are contemporaneous with the IME and document positive objective findings sufficient to rebut the IME and establish the need for additional treatment.

No fee schedule issues were raised.

The charges are awarded.

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	Status
	JR Dugo DC	11/10/22 - 03/14/23	\$2,636.39	Awarded: \$2,636.39
Total			\$2,636.39	Awarded: \$2,636.39

- B. The insurer shall also compute and pay the applicant interest set forth below. 05/05/2023 is the date that interest shall accrue from. This is a relevant date only to the extent set forth below.

Interest shall be computed from the date of filing at a rate of 2% per month, simple, ending with the date of payment of the award.

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, 20% of the amount of first party benefits, plus interest thereon, subject to a maximum of \$1360.00.

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 FL

SS :

County of Osceola

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

12/11/2023

(Dated)

Camille Nieves

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:
2b7e4d0693349bb4dd935585ac8ca91d

Electronically Signed

Your name: Camille Nieves
Signed on: 12/11/2023