

American Arbitration Association  
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Community Medical Imaging of Brooklyn PC (Applicant)	AAA Case No.	17-24-1336-1321
	Applicant's File No.	128727
- and -	Insurer's Claim File No.	272 PP IPG6217 002
The Standard Fire Insurance Company (Respondent)	NAIC No.	19070

**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 (SG)

1. Hearing(s) held on 07/31/2024  
Declared closed by the arbitrator on 07/31/2024

Nadezhda Ursulova from Ursulova Law Offices P.C. participated virtually for the  
**Applicant**

Andre Del Re from Law Offices of Tina Newsome-Lee participated virtually for the  
**Respondent**

2. The amount claimed in the Arbitration Request, **\$966.54**, 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 a left knee MRI performed on 11/30/23 following a motor vehicle accident on 9/23/22. The charges were timely denied based on an IME by Dr. Thomas Nipper, MD on 9/19/23, effective 9/19/23. A rebuttal is submitted by Dr. McDonnell, MD.

4. Findings, Conclusions, and Basis Therefor

Applicant seeks reimbursement for a left knee MRI performed on 11/30/23 following a motor vehicle accident on 9/23/22. The charges were timely denied based on an IME by Dr. Thomas Nipper, MD on 9/19/23, effective 9/19/23. The EIP is a 63 year old male driver

The examiner notes the EIP is a 63 year old male driver treated in an ER and released who began conservative treatments. He underwent left shoulder surgery on 11/10/22. He was a deliveryman who was not working. Gait and movements were normal. The exam of the spine was normal. There was no spasm or tenderness and ranges of motion were normal except lumbar extension and flexion which were ten degrees shy of normal. Orthopedic and neurologic testing was negative.

The shoulder exam was also normal/negative except the left surgical shoulder had decreased flexion and abduction by ten degrees.

The remaining joints were fully examined and the findings were completely normal. Sprains and strains were deemed resolved and the left shoulder was status post surgery. Further treatment was unnecessary.

In rebuttal, Dr. McDonnell, MD states the left knee MRI was medically necessary based on exams on 10/10/22 and 11/21/22 which document pain, tenderness, decreased ranges of motion, positive orthopedic tests including McMurray's and decreased strength. Therapy was recommended and surgery was recommended. The same findings were noted on exams on 12/5/22, 1/9/23 and 2/20/23 when left knee MRI was ordered and performed on 3/15/23 which reported a meniscal tear. The same findings were noted on an exam on 11/29/23 and another left knee MRI was ordered and performed on 11/30/23 which reported an ACL and meniscal tear. None of these reports were reviewed or discussed by Dr. Nipper especially the 11/29/23 exam which came after the IME when the MRI was ordered.

I find the IME by Dr. Nipper insufficient to establish resolved injuries and that further treatment was unnecessary. There were positive objective findings which were unexplained therein and which did not support his conclusion that the injuries were resolved.

Furthermore, the rebuttal and evidence adequately rebuts the IME based on numerous positive objective findings for the left knee alone and establishes unresolved injuries and that further treatment was necessary.

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
	Community Medical Imaging of Brooklyn PC	11/30/23 - 11/30/23	\$966.54	Awarded: \$966.54
Total			\$966.54	Awarded: \$966.54

- B. The insurer shall also compute and pay the applicant interest set forth below. 02/12/2024 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.

08/06/2024  
(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:**  
d5112ab45fc0d5fbfda3ba97a9212f6

### Electronically Signed

Your name: Camille Nieves  
Signed on: 08/06/2024