American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Brooklyn Medical Practice, PC (Applicant)	AAA Case No.	17-24-1350-2961
	Applicant's File No.	AR24-24187
- and -	Insurer's Claim File No.	1055550-01
	NAIC No.	16616
American Transit Insurance Company (Respondent)		

ARBITRATION AWARD

I, Susan Mandiberg, 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: The Injured Party

1. Hearing(s) held on 12/11/2024
   Declared closed by the arbitrator on 12/11/2024

   Alek Beynenson, Esq. from The Beynenson Law Firm, PC participated virtually for the Applicant

   Erisa Ahmedi, Esq. from American Transit Insurance Company participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **$4,124.20**, was AMENDED and permitted by the arbitrator at the oral hearing.

   At the time of the Hearing, Applicant's counsel amended the total amount dispute to the sum of $3,664.82, and withdrew the bill covering dates of service 6/15/23 through 6/25/20 without prejudice.

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

3. Summary of Issues in Dispute

   The 26-year-old male Injured Party was a driver of a vehicle involved in the instant motor vehicle accident on 3/23/19. Presently in dispute is billing for physical therapy

treatment/services performed from dates of service 1/12/20 through 1/28/24, respectively Respondent denied reimbursement for all of the bills in dispute, contending that the Injured Party is eligible for Workers' Compensation, thereby precluding No-Fault coverage. Additionally, as stipulated by counsel, for the bills covering dates of service 8/4/23 through 8/30/23 and 1/28/24, Respondent asserts the treatment was not medically necessary pursuant to an IME conducted by David Manevitz, D.O. on 7/12/23, which was effective as of 8/6/23 (although not all of the billing generated thereafter was denied on this basis). The issue to be determined is whether Respondent's evidence supports its Workers' Compensation defense interposed for this billing, and if not, whether the services rendered were medically necessary vis-à-vis the IME upon which Respondent also relies. No Fee Schedule or policy exhaustion issues/arguments were interposed regarding the instant billing.

4. Findings, Conclusions, and Basis Therefor

This case was decided based upon the arguments of counsel at the time of the Hearing, via Zoom, and after review of the documents contained in the electronic case folder maintained by the American Arbitration Association, which are incorporated by reference herein. This case involves billing for physical therapy treatment/services performed from 1/12/20 through 1/28/24, following a motor vehicle accident that took place on 3/23/19. Respondent denied reimbursement for all of the bills in dispute, contending that the Injured Party is eligible for Workers' Compensation, thereby precluding No-Fault coverage. Additionally, for the bills covering dates of service 8/4/23 through 8/30/23 and 1/28/24, Respondent asserts the treatment was not medically necessary pursuant to an IME conducted by David Manevitz, D.O. on 7/12/23, which was effective as of 8/6/23 (although not all of the billing generated thereafter was denied on this basis). At the time of the Hearing, Respondent's counsel sought additional time to submit supplemental evidence. However, given that Applicant filed for arbitration in this case on 5/31/24, and Respondent's evidence was due within 30 days thereafter, this request was respectfully denied.

Pursuant to 11 NYCRR 65-4 (Regulation 68-D), §65-4.5, an Arbitrator shall be the judge of the relevance and materiality of the evidence offered…The Arbitrator may question any witness or party and independently raise any issue that the Arbitrator deems relevant to making an award that is consistent with the Insurance Law and Department Regulations. In addition, Master Arbitrator Peter J. Merani, in the case of Sports Medicine & Ortho. Rehab. a/a/o "I.B." v. Country-Wide Ins. Co., AAA Case No. 17-R-991-14272-3, stated, in relevant part, that "the Arbitrator below is the trier of facts and must evaluate and weigh the evidence presented at the hearing in arrive at his decision. The Arbitrator, in weighing the evidence, has broad powers and discretion in determining what evidence is relevant and material. The Arbitrator is in the best position to evaluate the evidence and decide on the credibility of the submitted documents." Furthermore, it is within the province of an arbitrator to determine what evidence to accept or reject and what inferences should be drawn based on the evidence. See: Mott v. State Farm, 55 NY2d 224 (1982).

Workers' Compensation Defense:

As discussed at the time of the Hearing with the parties, this case is linked to other cases/Awards that involved billing generated for this same Injured Party for services stemming from the same motor vehicle accident, for which Respondent interposed the identical Workers' Compensation defense. In the most recent prior case, decided on 12/9/23 by Arbitrator Allison Schimmel (AAA Case # 17-23-1297-8960), this defense was determined to be without merit. This Award was upheld by this Arbitrator in another linked case, AAA Case number 17-24-1337-3718, In relevant part, Arbitrator Schimmel held:

"The claim in the amount of $6,866.87, for a left knee surgery performed on date of service 7/25/19, arises out of a motor vehicle accident that occurred on 3/23/19. The Assignor, EBJ, was a 26 year old male driver of a motor vehicle involved in the subject accident. At the time of hearing, the amount in dispute was amended by Applicant's counsel to $5,777.08, in accordance with the fee schedule. The issue in dispute is whether Respondent established its defenses based upon eligibility for Worker's Compensation coverage and the fee schedule.

… Worker's Compensation Issue

Respondent denied the claim at issue based upon the subject accident being a work-related injury covered by Workers' Compensation ("WC"). Applicant submitted a decision by the WC Board filed 8/26/22, containing the same date of accident and Assignor name, which states that the WC claim is disallowed. It is not arbitrary or capricious for an arbitrator to rely upon a determination of the WC Board. See, AAA Case Number 99-15-1018-2414. In the instant case, I find that based upon the WC Board determination that the accident is not covered by workers' compensation, Respondent's defense of eligibility for WC coverage fails. The claim is granted, subject to the fee schedule discussion below…"

The above-cited prior Award was rendered after consideration of the same Workers' Compensation defense as relied upon herein, and the defense was determined to be unsubstantiated. Similarly, in the instant matter, I find that the doctrine of collateral estoppel is applicable to the billing presently in dispute for which Respondent has interposed a Workers' Compensation defense. In the instant matter, the identical issue regarding the Workers' Compensation defense was decided and discounted in the aforementioned Arbitration Award. In addition, it has been held that the doctrines of res judicata and collateral estoppel apply to Arbitration Awards, "including those rendered in disputes over no-fault benefits, and will bar re-litigation of the same claim or issue." Furthermore, the court held that "a judgment in one action is conclusive in a later one…when the two causes of action have such measure of identity that a different judgment in the second would destroy or impair rights or interests established by the first…" See: Matter of Ranni, 58 N.Y.2d 715, 458 N.Y.S.2d 910 (1982); Monroe v. Providence Wash. Ins. Co., 126 A.D.2d 929, 511, N.Y.S.2d 449 (3rd Dept. 1987). This finding is consistent with a prior Award rendered by this Arbitrator, in AAA Case # 17-24-1335-1886.

In addition to the foregoing, Notice is taken of the New York Court of Appeals case of Paramount Pictures Corp. v Allianz Risk Transfer AG, 2018 NY Slip Op 01150 (31 NY3d 64, February 20, 2018), wherein the court, in relevant part, held: "While issue preclusion applies only to issues actually litigated, claim preclusion (sometimes used interchangeably with "res judicata") more broadly bars the parties or their privies from relitigating issues that were or could have been raised in that action (Cromwell v County of Sac, 94 US 351, 352 [1877]). The doctrine "encompasses the law of merger and bar"-it precludes the relitigation of all claims falling within the scope of the judgment, regardless of whether or not those claims were in fact litigated (Migra v Warren City School Dist. Bd. of Ed., 465 US 75, 77 n 1 [1984]; Monahan v New York City Dept. of Corr., 214 F3d 275, 285 [2d Cir 2000]; Wright §1417). As such, claim preclusion serves to bar not only "every matter which was offered and received to sustain or defeat the claim or demand," but also "any other admissible matter which might have been offered for that purpose" (Nevada v United States, {**31 NY3d at 73}463 US 110, 129-130 [1983], citing Cromwell, 94 US at 352)." [emphasis added].

Even if, arguendo, the prior cited Award was not considered herein, it is noted that Respondent's defense relies solely upon the NF-2 in which the EIP stated that the accident occurred during the course of employment. There is no EUO or statement of the EIP detailing his activities at or about the time of the accident. The police report indicates that there were 2 people in the vehicle at the time of the accident, however, it is determined that this is not dispositive regarding Respondent's defense. Respondent did not submit a copy of the declaration page of the policy of insurance or an affidavit from any employee with personal knowledge explaining the nature of the policy. A police report with a "T" license plate is insufficient to raise a question of fact where there is no evidence the assignor was in the course of his employment at the time of the accident. Jing Huo L.Ac. v. American Transit Ins. Co, 19 Misc. 3d 1146 (A) (Civil Ct. 2008). The billing submitted by applicant specifically states that the accident did not arise out of the EIP's employment (in box 10). In sum, based upon Respondent's limited supporting evidence submitted in this matter, it is determined that there is insufficient evidence to raise a question of fact as to whether or not the EIP was injured during the course of his employment on the date of accident. Moreover, as noted above, there is a decision of the Workers' Compensation Board filed on 8/26/22 regarding this same Injured Party and date of accident which stated that the Workers' Compensation claim is disallowed. Thus, there is no reasonable basis for Respondent to continue to interpose this defense, which is determined to be unfounded.

Therefore, based upon the foregoing, I find the prior linked Award(s), together with the above-cited caselaw, to be persuasive and that as such, Respondent's Workers' Compensation defense is not persuasive. As an ancillary matter, it is noted that prior to the date that the above-cited Award was rendered on 12/9/23, Respondent's defense was upheld in linked Awards generated by Arbitrator Rebecca Feder. See: AAA Case number 17-21-1194-6690 (decided on 3/31/22); AAA Case number 17-20-1159-9416 (decided on 9/14/22); and AAA Case number 17-21-1194-6690 (decided on 3/31/22). However, in the 2/9/23 Award rendered by Arbitrator Schimmel, for the first time, the decision by the Workers Compensation Board, filed 8/26/22, that contained the same date of accident and Assignor was submitted, which stated that the Workers' Compensation claim was disallowed. As Respondent herein was a party to that action,

Respondent could have quite easily submitted that decision into evidence herein; however, Respondent did not do so. Respondent chose not to include the Workers' Compensation Board decision and relies upon its prior denials interposing this defense, despite the Workers' Compensation Board determination. It is therefore noted that Respondent has an obligation to act in good faith. 11 N.Y.C.R.R. §65-3.2 provides, in part:

Claim practice principles to be followed by all insurers:

(a) Have as your basic goal the prompt and fair payment to all automobile accident victims.

(b) Assist the applicant in the processing of a claim. Do not treat the applicant as an adversary.

(c) Do not demand verification of facts unless there are good reasons to do so. When verification of facts is necessary, it should be done as expeditiously as possible.

(d) Hasten the processing of a claim through the use of a telephone whenever it is possible to do so.

(e)Clearly inform the applicant of the insurer's position regarding any disputed matter.

(f)Respond promptly, when a response is indicated, to all communications from insureds, applicants, attorneys and any other interested persons.

Based on the foregoing, it is determined that Respondent's Workers Compensation defense is not supported by virtue of both issue and claim preclusion, as discussed above. Moreover, it is further determined that Respondent's evidence submitted in this case fails to support this defense and cannot be reasonably upheld.

IME Defense:

In addition to interposing a Workers' Compensation defense, as discussed above, Respondent denied reimbursement for the billing generated for dates of service 8/4/23 through 8/30/23 and 1/28/24, premised upon the 7/12/23 IME exam conducted by David Manevitz, D.O. As stipulated at the time of the Hearing, none of the other specific denials for the billing presently in dispute denote this IME as a stated basis of denial. Thus, in the absence of indicating that the services were denied based upon this IME, such denials do not comport with the standards enunciated by the Court of Appeals in the holding of General Accident Ins. Group v. Cirucci, 46 N.Y.2d 862, 387 N.E.2d 223414 N.Y.S.2d 512 (1979), which states that a denial must "promptly apprise the claimant with a high degree of specificity of the ground or grounds on which the disclaimer is predicated." Thus, for all of the bills in dispute, the denials specifically and clearly stated that the sole basis of the denials was the Workers' Compensation defense, with the exception of the bills covering dates of service 8/4/23 through 8/30/23 and 1/28/24, respectively. While there is also a global denial issued based upon this IME exam of Dr. Russ, which was purportedly effective as of 8/6/23, I find that this does not

cure the defect of the omission of this basis of denial specifically enunciated in all other denials, as such denials were premised solely upon the Workers' Compensation defense.

The evidence demonstrates that the 26-year-old male EIP was a driver of a vehicle at the time of the instant motor vehicle accident on 3/23/19. Following the accident, the EIP was evaluated emergently at Brookdale Hospital, and was discharged later that day. Thereafter, the EIP sought medical care for injuries sustained in this accident. In addition to treatment with physicians, the EIP was also receiving treatment from a chiropractor, an acupuncturist, and a physical therapist, respectfully. The EIP was reevaluated periodically, and underwent a number of diagnostic tests, including multiple MRI scans. Additionally, the EIP underwent left knee surgery on 7/25/19. All the relevant medical reports, documents and treatment notes were reviewed and considered.

At the time of the IME, the EIP complained of pain in the neck, back, bilateral shoulders, and left knee. In addition to examining the EIP, Dr. Manevitz also reviewed the EIP's medical records and reports. Range of motion measurements were taken utilizing a goniometer and were calibrated pursuant to the American Medical Association "Guides to the Evaluation of Permanent Impairment," Fifth Edition. The EIP's examination revealed normal/full ranges of motion. All the objective/provocative tests performed demonstrated normal findings. Based upon the findings of exam, Dr. Manevitz, who is also certified in Medical Acupuncture, diagnosed the EIP with resolved Qi stagnation and with resolved sprains of the cervical spine, lumbar spine, and bilateral shoulders, and indicated that the EIP was status post left knee surgery, which was resolved at that time. In sum, Dr. Manevitz concluded that there was no need for further treatment from a physical medicine and rehabilitation and acupuncture standpoint, with no need for physical therapy, office visits, massage therapy, injections, prescription medication, household help, diagnostic testing, durable medical equipment/supplies, or special transportation.

The burden is on the insurer to prove that the medical services were unnecessary. See: Behavioral Diagnostics v. Allstate Ins. Co., 3 Misc. 3d 246, 776 N.Y.S.2d 178, 2004 Slip Op. 24041 (Civ. Ct. Kings County 2004); A.B. Medical Services v. Geico Ins., 2 Misc. 3d 26, 773 N.Y.S.2d 773, 2003 Slip Op 23949 (App Term, 2nd Dept 2003). See also: Elm Medical P.C. v. American Home Assurance Co., 2003 Slip Op. 51357U 2003 N.Y. Misc. LEXIS 1337 (Civ. Ct., Kings Co., 2003); Fifth Ave. Pain Control Ctr. v. Allstate Ins. Co., 196 Misc. 2d 801,766 NYS2d 748 (Civ. Ct., Queens Co., 2003). Indeed, a denial claiming lack of medical necessity must be supported by a peer review, IME report or other competent medical evidence which sets forth a clear factual basis and medical rationale for denying the claim. See: Healing Hands Chiropractic, P.C. v. National Assurance Co., 5 Misc3d 975; Citywide Social Work, et al. v. Travelers Indem. Co., 3 Misc3d 608. See also: Amaze Medical Supply, Inc. v. Eagle Ins. Co., 2 Misc3d 128(A). Thereafter, the burden shifts back to Applicant to present competent medical proof as to the continuing medical necessity for care by a preponderance of the credible evidence. West Tremont Medical Diagnostic, P.C. v. Geico, 13 Misc.3d 131[A], 824 N.Y.S.2d 759 (Table), 2006 N.Y. Slip Op. 51871(U), 2006 WL 2829826 (App. Term 2nd & 11th Jud. Dists. 9/29/06), A. Khodadadi Radiology, P.C. v. N.Y. Cent. Mut. Fire

Ins. Co., 16 Misc. 3d 131[A], 841 N.Y.S.2d 824, 2007 WL 1989432 (App. Term 2nd & 11th Dists. 7/3/08). Per Insurance Law Section 5102, the burden of proof rests with the Applicant.

In the instant matter, after a review of the totality of the evidence, I find that the medical necessity of the billing for dates of service 8/4/23 through 8/30/23 and 1/28/24 (for which this defense was specifically preserved and denoted on the corresponding denials), has been credibly rebutted by the IME report of Dr. Manevitz. Although Applicant relies upon an evaluation report generated on 6/9/23 by the EIP's treating provider, this document, as discussed at the time of the Hearing, is largely illegible. Additionally, in my opinion, the examination report provides little substantive information as compared to the detailed IME examination performed by Dr. Manevitz. Furthermore, it is unclear why the EIP, after the 6/9/23 evaluation, continued to receive physical therapy treatment for seven months thereafter, without being reevaluated to determine if such treatment was, in fact warranted. The SOAP/treatment notes, which provide scant substantive information, also fail to rebut the IME, in my opinion. In sum, after a thorough review of the totality of the credible evidence, and for the reasons set forth herein, I find that the IME report is, on balance, more persuasive than Applicant's evidence for the services rendered on 8/4/23 through 8/30/23 and on 1/28/24, respectively. I therefore find the denials for these two bills should be sustained.

Conclusion:

Based upon the foregoing, after careful review of the totality of the credible evidence and for the reasons set forth herein, I find that Respondent's Workers' Compensation defense is not supported by virtue of both issue and claim preclusion, as discussed above. Moreover, it is further determined that Respondent's evidence fails to support this defense. Additionally, for the reasons set forth above, Respondent's lack of medical necessity defense, premised upon the IME of Dr. Manevitz, is sustained for dates of service 8/4/23 through 8/30/23 and 1/28/24, for which it was specifically cited in the corresponding denials.

Accordingly, Applicant is awarded the total sum of $3,563.90, and the remainder of this claim is denied.

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
	Brooklyn Medical Practice, PC	**01/12/20 - 01/26/20**	**$193.95**		**Awarded: $193.95**
	Brooklyn Medical Practice, PC	**02/02/20 - 02/23/20**	**$221.15**		**Awarded: $221.15**
	Brooklyn Medical Practice, PC	**03/01/20 - 03/15/20**	**$85.02**		**Awarded: $85.02**
	Brooklyn Medical Practice, PC	**06/15/20 - 06/25/20**	**$459.38**		**Withdrawn without prejudice**
	Brooklyn Medical Practice, PC	**08/05/20 - 08/28/20**	**$477.98**		**Awarded: $477.98**
	Brooklyn Medical Practice, PC	**09/01/20 - 09/20/20**	**$387.90**		**Awarded: $387.90**

	Brooklyn Medical Practice, PC	**10/05/20 - 10/15/20**	**$162.02**		**Awarded: $162.02**
	Brooklyn Medical Practice, PC	**11/16/20 - 11/29/20**	**$194.57**		**Awarded: $194.57**
	Brooklyn Medical Practice, PC	**01/05/21 - 01/05/21**	**$33.64**		**Awarded: $33.64**
	Brooklyn Medical Practice, PC	**02/12/20 - 02/16/21**	**$67.28**		**Awarded: $67.28**
	Brooklyn Medical Practice, PC	**03/21/21 - 03/22/21**	**$160.93**		**Awarded: $160.93**
	Brooklyn Medical Practice, PC	**04/19/21 - 04/23/21**	**$67.28**		**Awarded: $67.28**
	Brooklyn Medical Practice, PC	**07/07/21 - 07/11/21**	**$194.57**		**Awarded: $194.57**
	Brooklyn Medical Practice, PC	**08/29/21 - 08/31/21**	**$94.74**		**Awarded: $94.74**
	Brooklyn Medical Practice, PC	**09/30/21 - 09/30/21**	**$33.64**		**Awarded: $33.64**

	Brooklyn Medical Practice, PC	**04/05/22 - 04/11/22**	**$67.28**		**Awarded: $67.28**
	Brooklyn Medical Practice, PC	**05/01/22 - 05/19/22**	**$67.28**		**Awarded: $67.28**
	Brooklyn Medical Practice, PC	**06/03/22 - 06/29/22**	**$134.56**		**Awarded: $134.56**
	Brooklyn Medical Practice, PC	**08/07/22 - 08/14/22**	**$160.93**		**Awarded: $160.93**
	Brooklyn Medical Practice, PC	**09/16/22 - 09/16/22**	**$33.64**		**Awarded: $33.64**
	Brooklyn Medical Practice, PC	**10/10/22 - 10/16/22**	**$67.28**		**Awarded: $67.28**
	Brooklyn Medical Practice, PC	**01/03/23 - 01/06/23**	**$160.93**		**Awarded: $160.93**
	Brooklyn Medical Practice, PC	**02/20/23 - 02/20/23**	**$33.64**		**Awarded: $33.64**
	Brooklyn Medical Practice, PC	**03/10/23 - 03/10/23**	**$33.64**		**Awarded: $33.64**

	Brooklyn Medical Practice, PC	**04/07/23 - 04/23/23**	**$100.92**		**Awarded: $100.92**
	Brooklyn Medical Practice, PC	**05/18/23 - 05/25/23**	**$160.93**		**Awarded: $160.93**
	Brooklyn Medical Practice, PC	**06/06/23 - 06/19/23**	**$67.28**		**Awarded: $67.28**
	Brooklyn Medical Practice, PC	**07/10/23 - 07/12/23**	**$67.28**		**Awarded: $67.28**
	Brooklyn Medical Practice, PC	**08/04/23 - 08/30/23**	**$67.28**		**Denied**
	Brooklyn Medical Practice, PC	**12/20/23 - 12/20/23**	**$33.64**		**Awarded: $33.64**
	Brooklyn Medical Practice, PC	**01/28/24 - 01/28/24**	**$33.64**		**Denied**
Total			**$4,124.20**		**Awarded: $3,563.90**

B. The insurer shall also compute and pay the applicant interest set forth below. 05/31/2024 is the date that interest shall accrue from. This is a relevant date only to the extent set forth below.

Respondent shall pay the Applicant interest computed from the above-noted date, at a rate of 2% per month, simple, and ending with the date of payment of the award subject to the provisions of 11 NYCRR §65-3.9(e).

C. Attorney's Fees

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

The insurer shall also pay the Applicant an attorney's fee based upon the amount awarded herein and the interest, as calculated in section "B" above, and in accordance with the relevant Regulations.

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 NY
SS :
County of Nassau

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

12/13/2024
(Dated)

Susan Mandiberg

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:
ba49895c6817ebda5628a2b561550f9d

Electronically Signed

Your name: Susan Mandiberg
Signed on: 12/13/2024