

American Arbitration Association  
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Atlantic Medical & Diagnostic PC  
(Applicant)

- and -

Integon National Insurance Company  
(Respondent)

AAA Case No. 17-24-1361-2685

Applicant's File No. ACT24-186418

Insurer's Claim File No. 9YINY05107

NAIC No. 29742

### ARBITRATION AWARD

I, John Langell, 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: Assignor

1. Hearing(s) held on 05/28/2025  
Declared closed by the arbitrator on 05/28/2025

Joseph Armao, Esq. from The Licatesi Law Group, LLP participated virtually for the Applicant

Lauren Hirschfeld, Esq. from Law Offices of Eric Fendt participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$2,748.11**, 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 is a then 63 year old male who was injured in an automobile accident on 5/5/24. Assignor underwent an office visit, trigger point injections, and related treatment on 6/19/24. The Applicant has acknowledged that it was paid appropriately for that treatment. Applicant nevertheless notes that the Respondent's payment was not issued until after arbitration was requested herein, and so argues that it is owed an attorney's fee on the amount paid by the Respondent. The sole issue for resolution at this hearing is whether the Applicant is owed an attorney's fee.

4. Findings, Conclusions, and Basis Therefor

This hearing was conducted using documents contained in the ECF, and the oral arguments presented by the parties' representatives. Any documents contained in the folder are hereby incorporated into this hearing. I have reviewed all relevant exhibits contained in the ECF maintained by the American Arbitration Association.

Applicant originally billed a total of 2,748.11 for the 6/19/24 treatment at issue herein, which included an office visit and trigger point injections with ultrasonic guidance. Arbitration was commenced with respect to that bill on 8/16/24. Following the commencement of Arbitration, the Respondent paid the Applicant the sum of 2,110.89, which included an undisputed interest payment. The Applicant has acknowledged the receipt of the Respondent's payment, and has not raised any issue as to the amount actually paid. Applicant nevertheless contends that, due to the issuance of payment following the commencement of Arbitration herein, the Respondent owes an attorney's fee on the paid amount. No argument to the contrary has been raised by the Respondent.

In light of the issuance of the Respondent's payment following the commencement of arbitration herein, and in accordance with the unopposed arguments of the Applicant, I find that the Respondent owes the Applicant an attorney's fee on the amount actually paid in accordance with 11 NYCRR 65-4.6(d).

Any additional issues not referred to hereinabove are held to be moot and/or waived insofar as not specifically raised at the time of the hearing.

The Applicant is therefore awarded an attorney's fee in accordance with 11 NYCRR 65-4.6(d) on the total amount actually paid by the Respondent. In all other respects, the Applicant's claim is found to be moot.

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
	Atlantic Medical & Diagnostic PC	06/19/24 - 06/21/24	\$2,748.11	Awarded: \$0.00
<b>Total</b>			<b>\$2,748.11</b>	<b>Awarded: \$0.00</b>

B. The insurer shall also compute and pay the applicant interest set forth below. 01/01/2026 is the date that interest shall accrue from. This is a relevant date only to the extent set forth below.

In light of the Respondent's undisputed payment of the appropriate amount of interest due on Applicant's bill, no Award of interest is being made herein.

C. Attorney's Fees

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

Respondent shall pay the applicant an attorney's fee equal to 20% of the amount already paid to the Applicant, subject to a maximum of \$1,360.00. See 11 NYCRR 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 NY  
SS :  
County of New York

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

06/07/2025  
(Dated)

John Langell

## **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:**  
7957e3911cde766fb189818c1befb7cc

**Electronically Signed**

Your name: John Langell  
Signed on: 06/07/2025