

American Arbitration Association  
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Mierzwa Chiropractic  
(Applicant)

- and -

State Farm Mutual Automobile Insurance  
Company  
(Respondent)

AAA Case No. 17-25-1383-1699

Applicant's File No. n/a

Insurer's Claim File No. 52-47W2-65C

NAIC No. 25178

### **ARBITRATION AWARD**

I, Michelle Murphy-Louden, 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: EIP

1. Hearing(s) held on 07/03/2025  
Declared closed by the arbitrator on 07/03/2025

Paul Becker, Esq. from Becker Law, PLLC participated virtually for the Applicant

Janat Khan, Esq. from Sarah C. Varghese & Associates participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$1,197.94**, was AMENDED and permitted by the arbitrator at the oral hearing.

Applicant amended the amount in dispute to \$124.08.

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

3. Summary of Issues in Dispute

The 47 year old female EIP was reportedly involved in a motor vehicle accident on April 5, 2023, as a driver.

The issue presented is whether Applicant is entitled to additional reimbursement for treatment rendered from April 17, 2023, to October 4, 2023, as the result of the April 5, 2023, motor vehicle accident.

This Award is based upon a review of all of the documents contained within the ADR Center electronic case file as of the date of the Award, as well as upon any oral arguments of the parties and any testimony given during the hearing.

#### 4. Findings, Conclusions, and Basis Therefor

Applicant stated that the amended amount in dispute is based upon the following:

1. Its contention that it is entitled to additional reimbursement in the amount of \$3.00 each for the following dates of service:

4/17/23 - 5/26/23 (18 dates of service)

5/4/23

5/6/23

6/2/23

6/5/23

7/5/23

7/6/23

7/10/23

7/12/23

7/17/23

7/20/23

7/26/23

7/27/23

7/31/23

2. Its contention that it is entitled to additional reimbursement in the amount of \$7.77 each for the following dates of service:

5/30/23

9/6/23

9/20/23

9/27/23

Applicant stated at the outset that it was acknowledging the payments made by Respondent to Buffalo Rehab Group Physical Therapy which subjected its claims Chiropractic Physical Medicine Ground Rule 3. Ground Rule 3 limits reimbursement to 12.0 RVU's per patient per day when multiple physical medicine procedures and/or modalities are performed on the same day. However, Applicant stated that the issue in this case was that it billed below Fee Schedule yet Respondent further reduced payment.

For each date of service Applicant billed the amount of \$91.90 as follows:

98940 - \$35.14

97124-59 - \$16.77

97026 - \$19.53

97014 - \$20.46

The total RVU's of the codes billed by Applicant is 12.39 as follows:

98940 - 4.57

97124 - 2.62

97026 - 2.54

97014 - 2.66

$4.37 + 2.62 + 2.54 + 2.66 = 12.39$

The conversion factor in Applicant's region is \$7.69, and thus the Fee Schedule amount for 12.0 RVU's \$92.28.

As set forth above, the RVU for code 97124 is 2.62. Thus, the Fee Schedule amount for this code is \$20.14. Applicant's charge of \$16.77 is below the Fee Schedule amount.

For each of the 31 dates of service that Applicant is seeking additional reimbursement in the amount of \$3.00, Respondent paid Applicant the amount of \$88.90. Respondent paid Applicant in full for codes 98940, 97124, and 97026. As for code 97014, Respondent paid Applicant \$17.46, denying the remaining balance based upon Ground Rule 3.

For 3 of the 4 dates of service that Applicant is seeking additional reimbursement in the amount of \$7.77, Respondent paid Applicant the amount of \$7.77 for code 98940. Respondent denied payment for codes 97124, 97026, and 97014 based upon Ground Rule 3. For the fourth date of service, September 27, 2023, Respondent denied payment in full based upon Ground Rule 3. It is unclear why Applicant is only claiming \$7.77 for these 4 dates of service given that it was only paid \$7.77 for 3 of the dates and nothing for the fourth date. However, Applicant is bound by its election in this matter. I cannot award Applicant more than it is seeking.

With respect to the 31 dates of service that Applicant is seeking additional reimbursement in the amount of \$3.00, as set forth above Applicant billed the amount of \$91.90 and Respondent paid the amount of \$88.90. As also set forth above, Applicant's charge of \$91.90 is below the allowable Fee Schedule amount of \$92.28 for 12.0 RVU's.

Ground Rule 3 limits reimbursement to 12.0 RVU's or the amount billed, whichever is less. Applicant billed an amount less than the Fee Schedule amount for 12.0 RVU's, and since there

is no evidence in the record that Respondent paid Buffalo Rehab Group for treatment rendered on those 31 dates of service, I therefore find that Applicant should have been

paid the billed amount of \$91.90. As such, Applicant is awarded the total claimed additional reimbursement of \$93.00 for these 31 dates of service.

With respect to the 4 dates of service that Applicant is seeking additional reimbursement in the amount of \$7.77, I find as follows:

For date of service, May 30, 2023, Applicant charged the amount of \$91.90 which Respondent paid in the amount of \$7.77. Respondent denied the remaining balance based upon Ground Rule 3.

Respondent's evidence shows that on May 30, 2023, the EIP also received treatment from Buffalo Rehab Group. According to Respondent's evidence, for this date of service Respondent paid Buffalo Rehab \$84.51 and paid Applicant the amount of \$7.77, denying the remaining balance based upon Ground Rule 3.

The physical therapy conversion factor for Region II is \$7.69. Thus, Respondent's payment of \$84.51 for Buffalo Rehab reflects payment for 11.0 RVU's. As set forth above, the chiropractic

conversion factor for Region II is also \$7.69. Thus, Respondent's payment of \$7.77 to Applicant

reflects payment for 1.0 RVU's. Therefore, for date of service May 30, 2023, the EIP received a total of 12.0 RVU's of treatment and as such Applicant is not entitled to any further reimbursement for same.

For dates of service September 6, 2023, and September 20, 2023, Applicant charged the amount of \$91.90 which Respondent paid in the amount of \$7.77. Respondent denied the remaining balance based upon Ground Rule 3.

Respondent's evidence shows that on September 6, 2023, and September 20, 2023, the EIP also received treatment from Buffalo Rehab Group. According to Respondent's evidence, for these dates of service Respondent paid Buffalo Rehab \$84.51.

The physical therapy conversion factor for Region II is \$7.69. Thus, Respondent's payment of \$84.51 to Buffalo Rehab reflects payment for 11.0 RVU's. As set forth above, the chiropractic

conversion factor for Region II is also \$7.69. Thus, Respondent's payment of \$7.77 to Applicant

reflects payment for 1.0 RVU's. Therefore, for dates of service September 6, 2023, and September 20, 2023, the EIP received a total of 12.0 RVU's of treatment and as such Applicant is not entitled to any further reimbursement for same.

For date of service September 27, 2023, Applicant charged the amount of \$91.90 which Respondent denied in full based upon Ground Rule 3.

Respondent's evidence shows that on September 27, 2023, the EIP also received treatment from Buffalo Rehab. According to Respondent's evidence, Respondent paid Buffalo Rehab \$92.28.

As set forth above, the physical therapy conversion factor for Region II is \$7.69. Thus, Respondent's payment of \$92.28 for Buffalo Rehab reflects payment for 12.0 RVU's. Therefore, for date of service September 27, 2023, the EIP received a total of 12.0 RVU's of treatment and as such Applicant is not entitled to any further reimbursement for same.

Based upon the foregoing, the initial calculated award amount is \$93.00. However, Respondent submitted evidence showing that post-arbitration filing it paid Applicant \$19.53 principal plus \$7.83 interest from July 24, 2023, \$5.47 attorney's fee, and \$40.00 filing fee. Therefore, I find Applicant entitled to reimbursement in this matter in the amount of \$73.47.

With respect to the amount of interest awarded Applicant herein, same is to be calculated in accordance with 11 N.Y.C.R.R. §65-3.9(c) as Applicant did not request arbitration within 30 days of receipt of the denial of claim forms. The commencement date of the interest awarded shall be, per advisement of the Department of Financial Services, the date on which Applicant's request for arbitration was received by AAA. According to AAA's electronic case file Applicant's request for arbitration was received via e-mail by AAA on January 22, 2025. Therefore, Respondent shall pay Applicant interest commencing January 22, 2025, to the date of payment of this Award.

**ACCORDINGLY, APPLICANT IS AWARDED THE AMOUNT OF \$73.47 TOGETHER WITH INTEREST AND ATTORNEY'S FEE. THE REMAINDER OF**

APPLICANT'S CLAIM INCLUDING ITS CLAIM FOR THE \$40.00 FILING FEE IS DENIED IN ITS ENTIRETY.

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
	<b>Mierzwa Chiropractic</b>	<b>04/17/23 - 10/04/23</b>	<b>\$1,197.94</b>	<b>\$124.08</b>	<b>Awarded: \$73.47</b>
<b>Total</b>			<b>\$1,197.94</b>		<b>Awarded: \$73.47</b>

- B. The insurer shall also compute and pay the applicant interest set forth below. 01/22/2025 is the date that interest shall accrue from. This is a relevant date only to the extent set forth below.

Pursuant to 11 N.Y.C.R.R. §65-3.9(a), the insurer shall calculate interest at the rate of two percent per month, simple, calculated on a pro rata basis using a 30-day month.

Pursuant to 11 N.Y.C.R.R. §65-3.9(c), if an applicant does not request arbitration or institute a lawsuit within 30 days after receipt of a denial of claim form or payment of benefits calculated pursuant to Insurance Department regulations, interest shall not accumulate on the disputed claim or element of claim until such action is taken.

Since Applicant herein did not request arbitration within 30 days of receipt of the denial of claim form, Respondent shall pay interest from the date the arbitration was commenced as set forth above to the date of payment of the Award in accordance with 11 N.Y.C.R.R. §65-3.9(c).

C. Attorney's Fees

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

The insurer shall pay the Applicant an attorney's fee in accordance with 11 N.Y.C.R.R. §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 Saratoga

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

07/11/2025  
(Dated)

Michelle Murphy-Louden

**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:**  
452a5b0b67c0d30724743bd706cd76a9

**Electronically Signed**

Your name: Michelle Murphy-Louden  
Signed on: 07/11/2025