

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Jeff Mollins DC
(Applicant)

- and -

Allstate Fire & Casualty Insurance Company
(Respondent)

AAA Case No. 17-24-1378-8527

Applicant's File No. 415178

Insurer's Claim File No. 0529978610
2NU

NAIC No. 29688

ARBITRATION AWARD

I, Dimitrios Stathopoulos, 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 07/16/2025, 08/25/2025
Declared closed by the arbitrator on 08/25/2025

Neil Menashe, Esq. from Neil Menashe Attorney at Law P.C. participated virtually for the Applicant

Thomas Cooke, Esq. from Law Offices of John Trop participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$10,761.68**, 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

Assignor was then a 68-year-old female involved in an automobile accident on 1/3/19. Consequently, Assignor sustained injuries for which the Applicant herein provided chiropractic services. Respondent denied the services based on an independent medical evaluation (IME) conducted by chiropractor/acupuncturist Dr. John Iozzio on 4/25/19. Therefore, the issues to be determined are:

Whether Applicant is entitled to reimbursement for chiropractic services rendered after the Respondent's IME cut-off?

4. Findings, Conclusions, and Basis Therefor

Applicant is seeking to be reimbursed the sum of \$10,761.68 for chiropractic services provided to the Assignor from 3/10/21 through 9/5/24.

This award is rendered upon the oral arguments of the parties and the documentary evidence submitted by the parties. The documentary evidence submitted by the parties consists of the documents contained within the American Arbitration Association's ADR center for this matter as of the above declared closed date by this arbitrator.

Pursuant to 11 NYCRR 65-4.5(o) (1), the arbitrator shall be the judge of the relevance and materiality of the evidence offered and strict conformity to legal rules of evidence shall not be necessary. It should be noted that prior to the commencement of the hearing I advised counsel for the parties appearing at the hearing that are over 15 years ago I represented a provider for which the Respondent's IME provider was a part of and that I also worked at a law firm that Applicant's counsel also worked at. Neither party had any objections to my adjudicating this matter.

This matter is linked to AAA case number 172011818738 where the arbitrator who arbitrated the linked matter upheld Respondent's IME defense.

Assignor was then a 68-year-old female restrained front seat passenger of an automobile involved in a motor vehicle accident on 1/3/19. There was no reported loss of consciousness or lacerations. There was emergency room treatment at Maimonides Medical Center where the Assignor was evaluated, given medication for her back and released.

It was reported that Assignor sustained injuries to her back and hips. Consequently, the Assignor underwent diagnostic testing, physical therapy, acupuncture and chiropractic care.

An MRI of the Assignor's lumbar spine on 2/7/19 revealed multilevel bulging, herniation and degenerative changes. An MRI of the Assignor's cervical spine on 3/5/19 revealed disc herniation and degenerative changes at C4/5 and C5/6. MRIs of the Assignor's hips on 3/5/19 were essentially unremarkable with no evidence of fracture and intact labrum and soft tissue.

On 2/13/19, the Assignor was evaluated by Dr. Naik who conducted EMG/NCV testing that was unremarkable and continued chiropractic, physical therapy and orthopedic treatment was recommended.

On 3/10/21, the Assignor consulted chiropractor Dr. Jeff J. Mollins, the Applicant herein, for an initial consultation. The symptoms include severe neck and low back pain and stiffness. Examination of the cervical and lumbar spine revealed spasm, tenderness, decreased range of motion and positive cervical compression and straight leg raise tests. Chiropractic care was recommended and rendered.

Applicant submits the chiropractic treatment notes for the disputed services in support of the claim. The record also contains chiropractic treatment notes from another chiropractor detailing treatment through 3/6/19.

Upon reviewing the evidence submitted by the Applicant, I find the Applicant submitted sufficient credible evidence to establish a prima facie case with respect to the services that are the subject of this arbitration. See, Mary Immaculate Hospital v. Allstate Insurance Co., 5 A.D.3d 742, 774 N.Y.S.2d 564 (2nd Dept. 2004); Amaze Medical Supply Inc. v. Eagle Ins. Co., 2 Misc 3d 128[A], 2003 NY Slip Op 51701 (U) (App Term, 2d and 11th Jud Dists 2003).

Once Applicant has made out a prima facie case, the burden shifts to Respondent to timely request additional verification, deny, or pay the claim. Hospital for Joint Diseases v. Travelers Prop. Cas. Ins. Co., 9 NY3d 312 (2007).

Respondent denied the continued chiropractic treatment after 5/24/19 based on an IME conducted by chiropractor/acupuncturist Dr. John Iozzio on 4/25/19.

An IME report must set forth a factual basis and medical rationale for the conclusion that further services are not medically necessary. E.g., Ying Eastern Acupuncture, P.C. v. Global Liberty Insurance, 20 Misc.3d 144(A), 873 N.Y.S.2d 238 (Table), 2008 N.Y. Slip Op. 51863(U), 2008 WL 4222084 (App. Term 2d & 11th Dists. Sept. 3, 2008).

Assignor's complaints at the IME were of pain in the right hip, mid back and low back. Acupuncture examination was normal with resolved Qi and blood stagnation in the UV, DU, ST and GB channels. Examination of the cervical, thoracic and lumbar spine found no tenderness, no muscle spasm, normal range of motion, and negative orthopedic tests. Reflex, motor strength and sensory evaluation of the extremities were intact. Examination of the shoulders, elbows, wrists, hands, hips, knees and feet were unremarkable. The impression included resolved sprains/strains of the right hip, thoracic spine and lumbar spine. Dr. Iozzio opined there was no need for any further chiropractic treatment.

Applicant counsel argues that the spinal MRIs documented disc bulging and herniation that warranted continued treatment. Respondent's counsel counters that there are no contemporaneous evaluations to support continued treatment after the IME.

Determination

Initially, with respect to the bills reflecting the chiropractic services rendered from 7/10/24-7/24/24 in the sum of \$147.82 and the chiropractic services rendered on 8/1/24 in the sum of \$73.91, Respondent's IME denials for these bills were issued more than 30 days after receiving these bills. It is well-established under New York law that an insurer that fails to pay or deny a bill within 30 days of receipt is in most instances precluded from defending the case. See, Presbyterian Hospital v. Maryland Casualty, 90 NY 2d 274, 660 NYS2d 536 (1997). An IME defense is subject to preclusion. Therefore, Applicant is entitled to reimbursement for these bills.

With respect to the remaining bills timely denied on the IME defense, I find in favor of the Respondent. Dr. Iozzio conducted a thorough evaluation of the Assignor that included a physical examination of the Assignor's thoracic and lumbar spine that found no deficits and yielded an impression of resolved sprains/strains and concluded that no further chiropractic treatment is necessary. Applicant fails to submit any contemporaneous evaluations to rebut the findings and conclusions of Dr. Iozzio's IME. While I appreciate Applicant's arguments regarding the MRI findings, the findings were more than a month prior to the IME and there are no contemporaneous evaluations to the IME reconciling the MRI findings with the need for continued treatment after the IME. The record is simply bereft of contemporaneous medical records to the IME to justify the need for these disputed chiropractic services almost 2 years after Dr. Iozzio's IME.

Accordingly, Applicant is awarded \$221.73 in full disposition of this claim.

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
	Jeff Mollins DC	03/10/21 - 09/05/24	\$10,761.68	Awarded: \$221.73
Total			\$10,761.68	Awarded: \$221.73

B. The insurer shall also compute and pay the applicant interest set forth below. 12/18/2024 is the date that interest shall accrue from. This is a relevant date only to the extent set forth below.

The insurer shall compute and pay the Applicant, the amount of interest at the rate of 2% per month, simple, and 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

The Respondent shall also pay the Applicant an attorney's fee of 20%, with no minimum fee and a maximum fee of \$1,360.00.

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 NY
SS :
County of Nassau

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

08/28/2025
(Dated)

Dimitrios Stathopoulos

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:
7ab04b3763dbbda22e4c6b2b3d45b79

Electronically Signed

Your name: Dimitrios Stathopoulos
Signed on: 08/28/2025