

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

CitiMed Complete Medical Care PC
(Applicant)

- and -

Allstate Insurance Company
(Respondent)

AAA Case No. 17-24-1371-4095

Applicant's File No. RB-204-464681

Insurer's Claim File No. 722546165

NAIC No. 19232

ARBITRATION AWARD

I, Charles Blattberg, 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

1. Hearing(s) held on 08/27/2025
Declared closed by the arbitrator on 09/03/2025

Elyse Ulino, Esq. from Baker & Narkolayeva Law P.C. participated virtually for the Applicant

Linda Smith, Esq. from Law Offices of John Trop participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$3,291.89**, was AMENDED and permitted by the arbitrator at the oral hearing.

Applicant reduced the total amount at issue to \$2,715.05 pursuant to fee schedule as described below and the withdrawal with prejudice of the \$400.84 bill for DOS 9/6/23.

Stipulations WERE made by the parties regarding the issues to be determined.

Applicant stipulated that in the event of an award in their favor interest should be calculated from the date that arbitration was requested.

3. Summary of Issues in Dispute

The claimant [ZC] was the 61-year-old female restrained front-seat passenger of a motor vehicle involved in an accident on 7/22/23. Following the accident, the claimant suffered injuries which resulted in the claimant seeking treatment. At issue are services provided by Applicant 8/18/23-12/4/23.

4. Findings, Conclusions, and Basis Therefor

Based on a review of the documentary evidence, this claim is decided as follows:

It is well settled that an applicant for No-Fault benefits establishes its prima facie entitlement to payment by proving that it submitted a claim, set forth the fact and the amount of the loss sustained, and that payment of No-Fault benefits were overdue (see Insurance Law 5106(a), *Mary Immaculate Hosp. v. Allstate Ins. Co.*, 5 A.D. 3d 742, 774 N.Y.S. 2d 564, 2004 N.Y. App. Div. LEXIS 3597 (2nd Dept. 2004), *Amaze Med. Supply v. Eagle Ins. Co.*, 2 Misc. 3d 128(A), 2003 N.Y. Slip Op. 51701(U) (App Term 2nd & 11th Jud Dists). A "facially valid claim" is presented where it sets forth the name of the patient, date of accident, date of services, description of services rendered and the charges for those services (see *Vinings Spinal Diagnostic P.C. v. Liberty Mutual Insurance Company*, 186 Misc. 2d 287, 717 N.Y.S. 2d 466 (1st Dist. Ct. Nass. Co.)). Applicant has established a prima facie case.

The claimant [ZC] was the 61-year-old female restrained front-seat passenger of a motor vehicle involved in an accident on 7/22/23. The claimant reportedly injured her neck, right shoulder, right upper arm, mid-back, lower back, and right knee. There was no reported loss of consciousness. There were no reported lacerations or fractures. Following the accident the claimant was transported to Montefiore Hospital where she was evaluated, treated, and released. Subsequently the claimant was initiated on conservative care. The 8/23/23 right knee MRI produced an impression of medial meniscal tear, myxoid changes within the lateral meniscus, moderate sized joint effusion and the cruciate and collateral ligaments appear intact. On 9/22/23 Richard Allen Badke, M.D. of CitiMed Complete Medical Care, PC (Applicant) conducted upper extremities and lower extremities EMG/NCV testing that suggested evidence consistent with right L5-S1 radiculopathy. On 10/26/23 Mark Goodstein, M.D. of CitiMed Complete Medical Care, PC performed C7-T1 cervical epidural steroid injection under fluoroscopic guidance and an epidurogram. On 11/17/23 Mark Goodstein, M.D. performed lumbar interlaminar epidural steroid injection with fluoroscopic needle guidance at L5-S1 toward the right and trigger point injections in the right thoracic paraspinal region, 3 sites. On 12/4/23 Dr. Goodstein conducted a follow-up examination and the claimant was continued on physical therapy and prescribed LidoPro patches x30. The claimant was recommended for medial branch blocks. On 12/22/23 Dr. Goodstein performed right cervical medial branch blocks at C3, C4, C5, and C6 under fluoroscopic guidance. On 12/27/23 the claimant was required to present to Pierce J. Ferriter, M.D. for an orthopedic independent medical evaluation (IME) that was purportedly negative and

Respondent determined "As per the findings of the physical examination conducted by Pierce Ferriter M.D., on 12/27/2023 all further Orthopedic related treatment, including Physical Therapy, Physical Medicine & Rehabilitation, Pain Management, Household Help, Surgery, Diagnostic Testing, Medical Supplies, Massage Therapy, Durable Medical Equipment, Prescription Medications, Ambulette/Ambulatory Services and Special Transportation are not medically necessary, and will be denied effective 1/25/24." On 1/15/24 Dr. Goodstein conducted a follow-up examination and the claimant was continued on physical therapy and prescribed LidoPro patches x30. The claimant was recommended for thoracic epidural steroid injections. On 3/22/24 Mark Goodstein, M.D. performed right epidural steroid injection at T9-T10 under fluoroscopic guidance and an epidurogram. On 4/3/24 Richard Allen Badke, M.D. conducted a follow-up examination and the claimant was continued on physical therapy and prescribed Methyl Salicylate 10mg patches. On 4/16/24 Mark Goodstein, M.D. conducted a follow-up examination and the claimant was continued on physical therapy and prescribed Robaxin 750mg and LidoPro patches. The claimant was recommended for cervical epidural steroid injection. On 5/9/24 Mark Goodstein, M.D. performed epidural steroid injection at C7-T1 under fluoroscopic guidance and an epidurogram. On 6/11/24 Dr. Goodstein conducted a follow-up examination and the claimant was continued on physical therapy and prescribed Methyl Salicylate 10mg patches. The claimant was recommended for lumbar epidural steroid injection. On 6/17/24 Laura Robinson, PA of CitiMed Complete Medical Care, PC prescribed Diclofenac Potassium 25mg x60, Methyl Salicylate 10mg patches x20 and Methocarbomal 750mg x90. These medications were dispensed on 6/19/24 by AV Chemist, LLC. On 7/1/24 the claimant presented to Jeffrey Guttman, M.D. for a follow-up examination with complaints of "10/10 (0-10 pain scale) pain in the right knee; that is constant, sharp, stabbing, dull, and achy. The right knee pain is worsened with walking, negotiating stairs, prolonged walking, and running. There is locking and buckling of the right knee with increased activity." Right knee examination revealed tenderness over the medial/lateral joint line and a decreased range of motion in flexion. McMurray's test was positive. Dr. Guttman performed right knee aspiration. The claimant was recommended for right knee arthroscopy. On 7/15/24 Jeffrey Guttman, M.D. (surgeon) and Boris Glukhovskiy, P.A. (surgical assistant) performed right knee arthroscopy; partial medial and lateral meniscectomies; coblation arthroplasty, chondral lesions, medial femoral condyle, lateral tibial plateau, and patella; and major synovectomy. At issue are the services provided by Applicant 8/18/23-12/4/23.

Pursuant to Insurance Law §5106(a) and 11 NYCRR §65-3.8, No-Fault benefits are overdue if not paid or denied within 30 calendar days after the insurer receives proof of claim, which shall include verification of all of the relevant information requested. If an insurer asserts that the claim(s) are premature due to outstanding verification, the insurer must demonstrate that the verification request and follow-up verification request were timely issued, and that no response was received. *Compas Med., P.C. v. Praetorian*, 49 Misc 3d 129(A), 2015 NY Slip Op. 51403(U)(App Term, 2nd, 11th and 13th Jud. Dists. 2015). As required by 11 NYCRR §65-3.5(b), the initial request for verification is to be

made within 15 business days of receipt of the claim. Additionally, after 30 calendar days from the original request, the insurer has a regulatory duty to issue a second verification request within the following 10 calendar days. 11 NYCRR §65-3.6(b).

It should be noted, however, that an applicant's obligation to comply with such request(s) shall not be negated based on the insurer's failure to act within the prescribed timeframe(s). 11 NYCRR §65-3.5(p). For example, a request that is sent beyond the 15 business days is still valid so long as it is issued within 30 days from receipt of the claim; such a deviation will simply reduce the insurer's time to pay or deny by the same number of days. 11 NYCRR §65-3.8(l). See *Nyack Hosp. v. General Motors Acceptance Corp.*, 8 NY3d 294, 2007 NY Slip Op. 02439 (Court of Appeals, 2007). On the other hand, if the initial request for verification is made beyond 30 days from receipt of the claim, the request will be deemed a nullity and the time to pay or deny will have expired. *Compas Med., P.C. v. Farm Family Cas. Ins. Co.*, 2015 NY Slip Op. 51631(U) (App Term, 2nd, 11th and 13th Jud. Dists. 2015).

The obligation to pay or deny a claim is not triggered until the insurer has received all of the relevant information that was requested. *Hospital for Joint Diseases v. State Farm Mut. Auto. Ins. Co.*, 8 AD3d 533, 2004 NY Slip Op. 05413 (App. Div., 2nd Dept., 2004). If the insurer can demonstrate that the initial verification request and follow-up verification request were timely issued, and that no response was received, the matter will be deemed premature and not ripe for adjudication. *Mount Sinai Hosp. v. Chubb Group of Ins. Cos.*, 43 AD3d 889, 2007 NY Slip Op. 06650 (App. Div., 2 Dept., 2007).

As to the \$127.40 bill at issue for date of service (DOS) 10/17/23 Respondent maintains the claim is premature as verification remains outstanding. Respondent denied all other claims at issue in reliance on 11 NYCRR Section 65- 3.8(b)(3) which provides that "an insurer may issue a denial, if, more than 120 calendar days after the initial request for verification, the Applicant has not submitted all verification under the Applicant's control or possession or written proof providing reasonable justification for the failure to comply." Applicant uploaded two affidavits dated 7/22/25 from Patrick Situ, an employee of Applicant since 2017, setting forth Applicant's position regarding the verification requests at issue.

DOS 8/18/23 in the amount of \$203.76

After receipt of the bill on 9/14/23, Respondent timely requested verification on 9/21/23 and 10/27/23. On **2/27/24** Respondent denied the claim relying on 11 NYCRR Section 65- 3.8(b)(3) which provides that "an insurer may issue a denial, if, more than 120 calendar days after the initial request for verification, the Applicant has not submitted all verification under the Applicant's control or possession or written proof providing reasonable justification for the failure to comply." In his affidavit Mr. Situ states " Plaintiffs office received a request for additional verification from ALLSTATE via correspondence dated 09/21/2023...our office complied and generated a response dated **03/04/2024** ...Plaintiffs office received a second request of additional verification from ALLSTATE via correspondence dated 10/27/2023... our office complied and generated

a response dated **03/20/2024**..." As Applicant acknowledges both receipt of the verification and its untimely responses (sent after the denial, 165 and 181 days after the initial request). Respondent's denial is upheld.

DOS 9/6/23 in the amount of \$400.84

As noted above, this bill was withdrawn with withdrawn with prejudice.

DOS 9/22/23 in the amount of \$1,462.42

After receipt of the bill on 10/16/23, Respondent timely requested verification on 10/30/23 and 11/29/23. On 4/4/24 Respondent denied the claim relying on 11 NYCRR Section 65- 3.8(b)(3) which provides that "an insurer may issue a denial, if, more than 120 calendar days after the initial request for verification, the Applicant has not submitted all verification under the Applicant's control or possession or written proof providing reasonable justification for the failure to comply." In his affidavit Mr. Situ states "Plaintiffs office received a second request of additional verification from ALLSTATE via correspondence dated 10/27/2023...our office complied and generated a response dated 03/20/2024." Applicant acknowledged receipt of only one verification request and uploaded a copy of their 3/20/24 response which Mr. Situ's affidavit supports the mailing of. Respondent failed to submit any evidence this 3/20/24 response was not received. Where a No-Fault insurer is relying on the defense additional verification is outstanding, it is the insurer's prima facie burden at trial to demonstrate (1) the verification requests were timely mailed and (2) that the insurer did not receive the requested verification. See *Island Life Chiropractic, P.C. v. Travelers Ins. Co.*, 2019 NY Slip Op. 51273(U) (App. Term 2d, 11th and 13th Jud. Dist. August 2, 2019); *Right Aid Medical Supply Corp. v. State Farm Mut. Auto. Ins. Co.*, 2019 Slip Op. 51409(U) (App. Term 2d, 11th and 13th Jud. Dist. August 23, 2019). Applicant is entitled to reimbursement of \$1,462.42.

DOS 12/4/23 in the amount of \$127.40 (reduced to \$101.93)

After receipt of the bill on 12/18/23, Respondent timely requested verification on 12/20/23 and 1/23/24. At the hearing it was a conceded that a copy of the 1/23/24 request was not uploaded. On 5/9/24 Respondent denied the claim relying on 11 NYCRR Section 65- 3.8(b)(3) which provides that "an insurer may issue a denial, if, more than 120 calendar days after the initial request for verification, the Applicant has not submitted all verification under the Applicant's control or possession or written proof providing reasonable justification for the failure to comply." In his affidavit Mr. Situ states "Plaintiffs office received a second request of additional verification from ALLSTATE via correspondence dated 12/20/2023...our office complied and generated a response dated 04/03/2024." Applicant acknowledged receipt of only one verification request and uploaded a copy of their 4/3/24 response which Mr. Situ's affidavit supports the mailing of. Respondent failed to submit any evidence this 4/3/24 response was not received. Respondent also failed to submit a copy of the follow-up request. Where a No-Fault insurer is relying on the defense additional verification is outstanding, it is the insurer's prima facie burden at trial to demonstrate (1) the verification requests were

timely mailed and (2) that the insurer did not receive the requested verification. See *Island Life Chiropractic, P.C. v. Travelers Ins. Co.*, supra; *Right Aid Medical Supply Corp. v. State Farm Mut. Auto. Ins. Co.*, supra. Applicant is entitled to reimbursement of \$101.93.

DOS 9/18/23 in the amount of \$324.69 (reduced to \$259.75), DOS 9/26/23 in the amount of \$517.98 (reduced to \$432.39), DOS 10/13/23 in the amount of \$127.40, DOS 10/17/23 in the amount of \$127.40

As to DOS 9/18/23 in the amount of \$324.69 (reduced to \$259.75), DOS 9/26/23 in the amount of \$517.98 (reduced to \$432.39), DOS 10/13/23 in the amount of \$127.40, and DOS 10/17/23 in the amount of \$127.40 Mr. Situ states in a separate affidavit that after a thorough and exhaustive review of the file and associated billing records, that no verification requests were noted to have been received as to these bills. Respondent did not submit proof of mailing of the requests.

Where a No-Fault insurer is relying on the defense additional verification is outstanding, it is the insurer's prima facie burden at trial to demonstrate (1) the verification requests were timely mailed and (2) that the insurer did not receive the requested verification. See *Island Life Chiropractic, P.C. v. Travelers Ins. Co.*, supra; *Right Aid Medical Supply Corp. v. State Farm Mut. Auto. Ins. Co.*, supra.

Based upon the foregoing and the facts of this matter, I find Respondent's defense to be without adequate substantiation and find that Applicant is entitled to reimbursement for the services rendered.

Accordingly, Applicant is awarded \$2,511.29.

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
	CitiMed Complete Medical Care PC	08/18/23 - 08/18/23	\$203.76	\$203.76	Denied
	CitiMed Complete Medical Care PC	09/06/23 - 09/06/23	\$400.84	\$400.84	Withdrawn with prejudice
	CitiMed Complete Medical Care PC	09/18/23 - 09/18/23	\$324.69	\$259.75	Awarded: \$259.75
	CitiMed Complete Medical Care PC	09/22/23 - 09/22/23	\$1,462.42	\$1,462.42	Awarded: \$1,462.42
	CitiMed Complete Medical Care PC	09/26/23 - 09/26/23	\$517.98	\$432.39	Awarded: \$432.39
	CitiMed Complete Medical Care PC	10/13/23 - 10/13/23	\$127.40	\$127.40	Awarded: \$127.40
	CitiMed Complete Medical Care PC	10/17/23 - 10/17/23	\$127.40	\$127.40	Awarded: \$127.40
	CitiMed Complete Medical Care PC	12/04/23 - 12/04/23	\$127.40	\$101.93	Awarded: \$101.93
Total			\$3,291.89		Awarded: \$2,511.29

B. The insurer shall also compute and pay the applicant interest set forth below. 10/25/2024 is the date that interest shall accrue from. This is a relevant date only to the extent set forth below.

Interest runs from 10/25/24 (the filing date for this case) until the date that payment is made at two percent per month, simple interest, on a pro rata basis using a thirty day month.

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 (d), ". . . the attorney's fee shall be limited as follows: 20 percent of the total amount of first-party benefits and any additional first-party benefits, plus interest thereon for each applicant for arbitration or court proceeding, subject to a maximum fee of \$1,360."

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

09/26/2025
(Dated)

Charles Blattberg

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:
884fb706eda3dff30870f8d1cb1c40be

Electronically Signed

Your name: Charles Blattberg
Signed on: 09/26/2025