

American Arbitration Association  
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Caresoft Leasing Corp  
(Applicant)

- and -

Geico Insurance Company  
(Respondent)

AAA Case No.	17-25-1395-8356
Applicant's File No.	GM25-11173597
Insurer's Claim File No.	8813775050000001
NAIC No.	35882

### ARBITRATION AWARD

I, Christopher Persad, 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 M.C.

1. Hearing(s) held on 10/13/2025  
Declared closed by the arbitrator on 10/13/2025

Mathew Sledzinski, Esq. from Law Offices of Gabriel & Moroff, P.C. participated by telephone for the Applicant

Justin Addison, C.R. from Geico Insurance Company participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$350.23**, was NOT AMENDED at the oral hearing.  
Stipulations WERE made by the parties regarding the issues to be determined.

The parties stipulated that Applicant established a prima facie case of entitlement to No-Fault compensation with respect to its bill. They also stipulated that Respondent's Form NF-10 denial of claim form was timely issued. Additionally, they stipulated that should the Applicant prevail, interest would accrue as of the date noted on the initiation letter.

3. Summary of Issues in Dispute

The Applicant appeared via ZOOM telephonically.

The Respondent appeared via ZOOM by Video.

Was the Applicant entitled to reimbursement for the medical goods provided to the EIP M.C. (Thirty-year-old Female) relative to a December 17, 2024, motor vehicle accident (M.V.A.)?

This arbitration arises out of bills for services (*Water Pump*) rendered to the EIP on February 10, 2025.

Whether The Respondent established that the Applicant agreed to discontinue the claims.

The Respondent failed to raise any issues as to Policy Exhaustion at the time of the hearing.

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

##### **Settlement/Walkaway Agreement**

The Respondent asserts that the Applicant agreed to forgo submitting any claims like the one at hand. The agreement notes the following:

*Shall mean and include Caresoft Leasing Corp. (TIN 82- 0597108), as well as its successors and assigns.*

*B. By and through this Agreement, the Parties settle and resolve, by way of compromise and accord, certain disputes described herein between GEICO and the Defendants and as a matter of convenience to define certain rights and obligations for the purpose of: (i) avoiding present and future lawsuits, arbitrations, and/or other legal proceedings regarding the eligibility and providing of goods and/or healthcare services by or through Caresoft; and (ii) resolving disputed issues related to reimbursement associated with the future provision of goods and/or healthcare services to Insureds, including the sale and/or rental of DME, and billing to GEICO for such goods and/or healthcare services by any entity that is owned, controlled, operated, and/or managed by Khodzhayev, including Caresoft and all Future Billing Entities.*

*D. The Defendants further agree that any billing submitted to GEICO for a Future Claim, either through Caresoft or through any Future Billing Entity (and subject to notice to GEICO in accordance with paragraphs 5.B and 6), for the sale and/or rental of DME to Insureds (hereinafter "Future DME Claim") shall be subject to the following additional limits and rules (the "Billing Schedule"). Payment by GEICO for Future DME Claims that are deemed payable shall be paid in accordance with the Billing Schedule:*

*Bills for future claims submitted by Defendants through Caresoft or any Future Billing Entity shall also be subject to the following additional conditions:*

*(iii) All Future DME Claims shall be submitted to GEICO in accordance with the Billing Schedule and the remaining provisions of this Paragraph 5.D. Defendants and any Future Billing Entity shall not bill GEICO, and direct reimbursement may not be sought from an Insured, for any sale and/or rental of DME that is not set forth in Paragraph 5.D or for amounts over and above the Billing Schedule.*

As such, the Applicant's claims are denied.

The Supreme Court of the State of New York, County of New York in the matter of Country-Wide Ins. Co. v. Sayed Physical Therapy, P.C., 2022 NY Slip Op 31874(U) (Sup. Ct. NY County 2022) stated:

*It is not the duty of the arbiter, be it an arbitrator or Court, to parse [through] hundreds of pages of exhibits to make a out a claim or defense for a party (see e.g. Barsella v. City of New York, 82 A.D.2d 747, 748 [1st Dept 1981]); such duty belongs to counsel, as advocate. Failing to elucidate evidence in support of a party's claim is not error of the arbitrator but is rather error of counsel, and such failure does not render an arbitrator's award arbitrary and capricious (see Stephen Fogel Psychological, P.C. v. Progressive Cas. Ins. Co., 35 A.D.3d 720, 721 [2d 2006]).*

The arbitrator must remain objective and impartial. It is unfair for a respondent insurer to place the arbitrator in the role of evidence explorer on its behalf. American Transit Ins. Co. v. Nexray Med. Imaging Inc., 2023 NY Slip Op 50506(U) (Sup. Ct. Kings Count. Maslow J., May 25, 2023)

Any further issues raised in the hearing record are held to be moot and/or waived insofar as not raised at the time of the hearing.

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 claim is DENIED in its entirety

This award is in full settlement of all no-fault benefit claims submitted to this arbitrator.

State of NY  
SS :  
County of Nassau

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

10/13/2025  
(Dated)

Christopher Persad

#### **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:**  
861d7044281ae4b44b9e23e0e8c45d88

**Electronically Signed**

Your name: Christopher Persad  
Signed on: 10/13/2025