

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

NY Premier Medical Practice, P.C. d/b/a/ NY Spine Care Interventional Pain Management (Applicant)	AAA Case No.	17-25-1384-7058
	Applicant's File No.	3140187
	Insurer's Claim File No.	32-36C0-39M
- and -	NAIC No.	25178

State Farm Mutual Automobile Insurance
Company
(Respondent)

ARBITRATION AWARD

I, Amanda R. Kronin, 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: SL

1. Hearing(s) held on 02/17/2026
Declared closed by the arbitrator on 02/17/2026

Robin Grumet, Esq from Law Offices Of Andrew J Costella Jr., Esq., PC participated virtually for the Applicant

Justin Rosenbaum, Esq from Sarah C. Varghese & Associates participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$1,117.94**, 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 EIP, SL, is a 71 year old male injured as the driver of a motor vehicle accident on 11/14/23. Applicant seeks an amended amount of \$1117.94 for treatment provided from 9/24/24 through 11/08/24. Respondent denied reimbursement for this date of service pursuant to the IME findings of Dr. Vijay Sidhwani, DO, held on 01/11/24. Respondent subsequently terminated all no fault benefits effective

02/07/24. The issue before this Arbitrator is: whether the doctrine of collateral estoppel applies regarding the prior IME cutoff.

4. Findings, Conclusions, and Basis Therefor

This hearing was conducted using documents contained in the ADR CENTER. Any documents contained in the folder are hereby incorporated into this hearing. I have reviewed all relevant exhibits contained in the ADR CENTER maintained by the American Arbitration Association.

It is well-settled that a health care provider establishes its prima facie entitlement to judgment as a matter of law by proof that it submitted a claim, setting forth the fact and the amount of the loss sustained, and that payment of No-Fault benefits was overdue. Damadian MRI in Canarsie, PC a/a/o Tyrone Harley v. General Assurance Co., 1006 NY Slip Op. 51048U; Supreme Court of NY, App. Term., 2d Dept., June 2, 2006; See: Insurance Law § 5106 a, Mary Immaculate Hosp. v. Allstate Ins. Co., 5 AD3d 742, 774 N.Y.S.2d 564 (2004); Amaze Med. Supply v. Eagle Ins. Co., 2 Misc. 3d 128A, 784 N.Y.S.2d 918 [2003 NY Slip Op 51701U (App. Term, 2d & 11th Jud. Dists.)]. See also: 11 NYCRR §65-1.1, Vista Surgical Supplies, Inc. v. Metropolitan Property and Casualty Ins. Co., 2005-1328 K C., 2006 NY Slip Op. 51047U, June 2, 2006.

I find that the bill in the amount of \$1117.94 was timely and properly submitted. At the hearing, no issues were raised as to the timeliness or content of the denial based upon a lack of medical necessity defense. I deem that the Applicant has established a prima facie case of entitlement to reimbursement herein based upon the submissions and that the burden shifts to the Respondent to establish its defense. The issue presented is whether the services are medically necessary.

I note that the instant matter is linked to matters in which I rendered an award in favor of the Respondent herein. (AAA Case#17-24-1363-1774). Those cases involved the same Applicant,

Assignor, motor vehicle accident and the same basis for denying the claim which was premised upon the same IME by Dr. Sidhwani. Akin to the prior matter, Applicant has failed to provide any contemporaneous evaluations. Accordingly, I hereby apply the doctrine of Collateral Estoppel to the IME by Dr. Sidhwani and sustain the Respondent's denial.

I sustain the defense asserted in the denials. Applicant's claim is denied. This decision is in full disposition of all claims for No-Fault benefits presently before this Arbitrator.

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 Suffolk

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

02/18/2026
(Dated)

Amanda R. Kronin

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:
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Electronically Signed

Your name: Amanda R. Kronin
Signed on: 02/18/2026