

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Rashbe DME Inc.
(Applicant)

- and -

Progressive Casualty Insurance Company
(Respondent)

AAA Case No. 17-24-1369-2324

Applicant's File No. DK23-431425

Insurer's Claim File No. 239042369

NAIC No. 24279

ARBITRATION AWARD

I, Elyse Balzer, 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: JA

1. Hearing(s) held on 04/03/2026
Declared closed by the arbitrator on 04/03/2026

Artur Finkel from Korsunskiy Legal Group, P.C. participated virtually for the Applicant

Carl Neal from McCormack, Mattei & Holler participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$1,429.76**, 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

This arbitration seeks payment for durable medical equipment (DME) dispensed on 10/31/23 and 11/10/23 to the 25 year old male eligible injured person JA who was a pedestrian involved in a motor vehicle accident on 10/16/23.

The issue is whether respondent has proven that applicant was not properly licensed to receive No Fault payments in New York.

All of the documents contained in the electronic case folder (ECF) for this case, maintained by Modria for the AAA, were reviewed.

The arbitration hearing was conducted via Zoom, as all arbitration hearings have been conducted telephonically since March 15, 2020 and via Zoom since February 2021 due to the COVID-19 pandemic.

4. Findings, Conclusions, and Basis Therefor

On 10/31/23 applicant dispensed the following DME to JA:

Bed board

Lumbar cushion

Lumbar support brace

On 11/10/23 applicant dispensed the following DME to JA:

Water circulating pump

Foam mattress

These DME were prescribed by Dr. Christopher Miglorisi, DC. Dr. Miglorisi had examined JA at an office in Bronx, NY.

Applicant's delivery receipt shows an address in Manhasset, NY and that the disputed DME were delivered to JA at his residence in New York, New York.

Applicant's bill states its address as: 2626 E. 14th Street, Suite 202, Brooklen (sic), NY 11235-3968.

Respondent denied payment for the disputed DME as follows:

7106 Based on your failure to maintain proper licensing your billing is hereby denied.

Respondent also raised a fee schedule defense.

To support its defense, respondent submitted an unauthenticated webpage printout allegedly from the NYC Consumer and Worker Protection department.

This unauthenticated webpage was for a purported search of applicant at its Manhasset, NY address and allegedly shows that there is no license.

The webpage does not show that date the alleged search was performed and does not show a search was made for the applicant's company at another address.

Respondent did not present a dated or authenticated statement from the NYC Consumer and Worker Protection.

Respondent did not show that it conducted a proper search with the NYS Department of State to determine the corporate status of applicant and applicant's listed corporate address.

Respondent did not present any document purporting to search for a license for applicant at the address stated on applicant's bill, i.e., 2626 E. 14th Street, Suite 202, Brooklen (sic), NY 11235-3968.

Respondent did not present any verification requests to applicant which demanded that applicant present its license with any entity, including the NYC Department of Consumer Affairs, to determine if applicant was licensed at the time the disputed supplies were dispensed.

Respondent did not present any investigation report, or statement or affidavit from an investigator, to show that respondent properly investigated the licensing of applicant.

Respondent presented court orders from other cases brought by respondent against different DME companies. These orders do not show what proof was presented to prove that the different DME companies were not licensed. These orders are not binding in this arbitration.

Respondent presented three arbitration awards from my colleagues: AAA Case No 17-24-1357-3366; 17-24-1358-2102; 17-24-1358-2787. These awards are not binding on me in this case.

In this arbitration case, while the rules of evidence are relaxed, respondent must still show that applicant was not licensed to sustain its defense.

In my opinion, respondent has not submitted sufficient proof to sustain its burden of proof, by a fair preponderance of the credible evidence, to prove that applicant was not a licensed DME entity in October and November 2023. Therefore respondent has not proven its defense.

Accordingly, I am constrained to find that respondent has not proven that applicant was not properly licensed to receive No Fault payments in New York.

Respondent has not presented any objection to, or proof against, applicant's billed fees.

Based on the above, applicant's claim is granted.

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 |
|----------------|------------------------|----------------------------|---------------------|----------------------------|
| | Rashbe DME Inc. | 10/31/23 - 10/31/23 | \$862.21 | Awarded: \$862.21 |
| | Rashbe DME Inc. | 11/10/23 - 11/10/23 | \$567.55 | Awarded: \$567.55 |
| Total | | | \$1,429.76 | Awarded: \$1,429.76 |

B. The insurer shall also compute and pay the applicant interest set forth below. 10/16/2024 is the date that interest shall accrue from. This is a relevant date only to the extent set forth below.

From 10/16/24 to 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

In cases filed before 2/4/15, the Respondent shall pay the Applicant an attorney's fee in accordance with 11 NYCRR 65-4.6(e)(effective April 5, 2002). For cases filed after 2/4/15, the respondent shall pay the Applicant an attorney's fee in accordance with newly promulgated 11 NYCRR 65-4.6 (d), as amended by the Sixth Amendment to 11 NYCRR 65-4 (Insurance Regulation 68-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 Westchester

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

04/29/2026
(Dated)

Elyse Balzer

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:
cb17f4860a3f43c681e9eedae932e706

Electronically Signed

Your name: Elyse Balzer
Signed on: 04/29/2026