

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Brooklyn Medical Practice, PC
(Applicant)

- and -

State Farm Mutual Automobile Insurance
Company
(Respondent)

AAA Case No. 17-25-1421-9321

Applicant's File No. N/A

Insurer's Claim File No. 32-63C3-52R

NAIC No. 25178

ARBITRATION AWARD

I, Karen Fisher-Isaacs, 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 05/26/2026
Declared closed by the arbitrator on 05/26/2026

Rajesh Barua from Law Offices of Hillary Blumenthal LLC (Hoboken) participated virtually for the Applicant

Mikel Gjoni from Sarah C. Varghese & Associates participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$2,673.74**, was AMENDED and permitted by the arbitrator at the oral hearing.

Applicant, by counsel, amended the amount of the claim to \$2,082.16.
Respondent withdrew its fee schedule defense.

Stipulations WERE NOT made by the parties regarding the issues to be determined.

3. Summary of Issues in Dispute

Applicant seeks reimbursement of charges for left knee arthroscopic surgery (Assistant surgeon's billing and surgeon's billing for code 29999) performed on

February 13, 2025, for Assignor, a 63-year old female, in connection with treating injuries following a February 7, 2024 motor vehicle accident. Respondent timely denied Applicant's claim based on Dr. Stuart Springer's peer review report dated April 9, 2025.

4. Findings, Conclusions, and Basis Therefor

I have reviewed the documents contained in the American Arbitration Association's ADR Center as of the date of the hearing in this matter and have considered all pertinent documents contained therein for the purpose of rendering this award.

Applicant seeks reimbursement in the amended amount of \$2,082.16 for left arthroscopic knee surgery performed on February 13, 2025 in connection with treating injuries sustained in a motor vehicle accident on February 7, 2024. Relying on Dr. Springer's peer review report, Respondent timely denied Applicant's claim on the grounds that the surgery was not medically necessary.

As a threshold matter, I find that Applicant has established its prima facie case as Applicant has met the requirements enunciated in *Ave T MPC Corp. v Auto One Ins. Co.*, 32 Misc 3d 128[A], 2011 NY Slip Op 51292[U] [App Term, 2d, 11th & 13th Jud Dists 2011]). To meet its burden and establish a lack of medical necessity, Respondent must present competent medical evidence setting forth a clear factual basis (specifics of the claim) and medical rationale for denying the claim. *Citywide Social Work and Psych Services, PLLC v. Allstate*, 8 Misc. 3d 1025A (2005); *Healing Hands Chiropractic v. Nationwide Assurance Co.*, 5 Misc. 3d 975 (2004).

Assignor was the driver of a motor vehicle that was involved in an accident on February 7, 2024. Shortly after the accident Assignor began chiropractic treatment and physical therapy to address her neck, back, bilateral shoulder and bilateral knee pain. She underwent right arthroscopic knee surgery on June 8, 2024. This arbitration concerns the assistant surgeon's billing and the surgeon's billing for code 29999 associated with left arthroscopic knee surgery performed on February 13, 2025.

Respondent's evidence established that it timely denied Applicant's claim based on Dr. Springer's peer review report. As regards Assignor's left knee, Dr. Springer noted that Assignor presented to Dr. John McGee on February 7, 2024 complaining of left knee pain. After performing an exam, Dr. McGee diagnosed internal derangement, left knee. He ordered a left knee MRI and he also referred Assignor for conservative treatment. He noted that while Assignor received physical therapy from February 8, 2024 to March 20, 2025 to multiple body parts, only 10 sessions were received to her left knee from September 23, 2024 to October 4, 2024. Assignor's left knee MRI performed on February 21, 2024

revealed joint effusion, tearing of medial and lateral menisci, partial LCL tear, partially torn ACL and tendinitis. On March 14, 2024, Assignor presented to Dr. Sheila Soman complaining of left knee pain. After performing an exam, she diagnosed left knee strain and rule out internal derangement. After examining Assignor on January 22, 2025, Dr. McGee again diagnosed internal derangement, left knee. After examining Assignor on January 23, 2025, Dr. Robert Drazic diagnosed left knee pain, internal derangement, contusion and plica syndrome. He recommended left arthroscopic knee surgery.

Dr. Springer advised that the left knee arthroscopic surgery, performed on February 13, 2025 was not medically necessary for several reasons. When Dr. Springer examined Assignor's left knee on August 30, 2024, there was no joint line tenderness, no joint effusion and no atrophy. Voluntary range of motion of the left knee was restricted in flexion with extension normal. Assignor's left knee was stable on Valgus and Varus stressing, and the McMurray, Lachman, Anterior Drawer, Patellofemoral Crepitus, Pivot Shift and Posterior Drawer tests were all negative. As there were no objective findings, he diagnosed left knee sprain/strain- resolved. He advised that there was no need for further orthopedic treatment. Dr. Springer also noted that Assignor was not evaluated for left knee pain after October 4, 2024 until January 22, 2025 which was a period of more than three months, where Assignor's subjective or objective findings are not known. Dr. Springer added that Assignor's MRI did not reveal any irreversible pathology which would warrant the need for further treatment.

The law is well settled that the burden is on the insurer to prove that medical treatment performed was not medically necessary. (See *A.B. Medical Services PLLC v. Geico Insurance*, 2 Misc.3d 26, 773 N.Y.S.2d 773 [App. Term, 2nd & 11th Jud. Dists. 2003]; *King's Medical Supply Inc. v. Country-Wide Insurance Company*, 783 N.Y.S.2d at 448). I find Dr. Springer's peer review report sufficient to meet this burden. It set forth a factual basis and a medical rationale, per the above-cited case law, to establish a prima facie case in support of Respondent's medical necessity defense. Dr. Springer referenced medical authorities and discussed Assignor's physical findings.

Once Respondent, through Dr. Springer's report, established the merits of its challenge to the medical necessity of the left arthroscopic knee surgery, the burden shifted. Now, Applicant was bound to present competent medical proof establishing the medical necessity for the surgery, and to do so by a preponderance of the credible evidence. *West Tremont Medical Diagnostic, P.C. v. GEICO*, 13 Misc.3d 131[A], 824 N.Y.S.2d 759 (Table), 2006 N.Y. Slip Op. 51871(U), 2006 WL 2829826 (App. Term 2d & 11 Jud. Dists. 9/29/06), *A. Khodadadi Radiology, P.C. v. N.Y. Central Fire Mutual Insurance Company*, 16 Misc. 3d 131[A], 841 N.Y.S.2d 824, 2007 WL 1989432 (App. Term 2d & 11 Dists. 7/3/08). Ultimately, the burden of proof rests with the Applicant (See, Insurance Law Section 5102).

Applicant did not submit a rebuttal to the peer review report but instead relied on the August 21, 2024 MRI report and February 13, 2025 operative report. I also note that Applicant did not submit any contemporaneous medical evidence to refute Dr. Springer's determination that Assignor's left knee sprain/strain had resolved as of the IME date with no future treatment necessary. I find Dr. Springer's credible peer review report, unrebutted by Applicant, more persuasive than Applicant's evidence.

Accordingly, based on the arguments of counsel and consideration of all submissions Applicant's amended claim is denied.

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 NJ
SS :
County of Bergen

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

06/02/2026
(Dated)

Karen Fisher-Isaacs

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:
f5163276982d0adf9bc73007bfca3637

Electronically Signed

Your name: Karen Fisher-Isaacs
Signed on: 06/02/2026