

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. 17-25-1421-9338

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, **\$5,872.72**, was AMENDED and permitted by the arbitrator at the oral hearing.

Applicant, by counsel, amended the amount of the claim to \$2,718.32.
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 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 and IME dated August 30, 2024.

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 \$2,718.32 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 and IME reports, 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 surgeon's billing associated with the 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 IME and peer review reports.

Assignor presented to Dr. Springer on August 30, 2024 complaining of neck, back, bilateral shoulder and bilateral knee pain. His examination of Assignor's spine did not reveal tenderness or spasm. There were minimal deficits in range of motion testing with all orthopedic testing negative. His examination of Assignor's shoulder was unremarkable with full range of motion testing and negative orthopedic testing. His examination of Assignor's right knee did not

reveal tenderness, effusion or atrophy and all orthopedic testing was negative. Dr. Springer reported that voluntary range of motion of the right knee was restricted in flexion but not extension. Regarding Assignor's left knee 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. Dr. Springer's neurological examination was normal with full sensation, reflexes, and strength. Due to the lack of any objective findings, Dr. Springer advised that Assignor's cervical/thoracic/ lumbar spine sprains/strains had resolved as did her bilateral shoulder sprains/strains and left knee sprains/strains and that she was post right knee surgery, resolved. He stated that there was no need for further orthopedic treatment including durable medical equipment. He noted that the decreased ROM of Assignor's spine and knees was subjective.

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 IME report, evidencing a thorough exam, sufficient to meet this burden.

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 or any contemporaneous medical evidence to refute Dr. Springer's IME. While Applicant's counsel argued that Assignor's left knee MRI performed on 2/21/24 coupled with the positive findings is sufficient to refute the IME, I disagree. The MRI was performed more than 6 months before the IME (and as Dr. Springer stated in his peer review report, it did not reveal any "irreversible pathology") and the positive findings of decreased cervical, lumbar and bilateral knee range of motion testing, are insufficient to discredit Dr. Springer's IME and justify ongoing care in the absence of any other evidence.

Dr. Springer indicated that these are subjective findings because range of motion is under Assignor's control. In short, the absence of a contemporaneous medical evaluation is fatal to Applicant's claim.

As noted above, Respondent also submitted a peer review report which is now academic based on the above. However, I do note that I reviewed the report and it is both credible and unrefuted.

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

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.

06/03/2026
(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:
c17448ae77459d429112016e09496a63

Electronically Signed

Your name: Karen Fisher-Isaacs
Signed on: 06/03/2026