American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Brooklyn Medical Practice, PC (Applicant)	AAA Case No.	17-25-1434-4789
	Applicant's File No.	AR24-26324
- and -	Insurer's Claim File No.	22-0067104-001
	NAIC No.	Self-Insured
MTA Bus Company (Respondent)		

ARBITRATION AWARD

I, Maria Schuchmann, 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: Claimant

1. Hearing(s) held on 10/05/2026
   Declared closed by the arbitrator on 10/05/2026

   Jeffrey Kramer, Esq from Law Office of Jeffrey M. Kramer participated virtually for the Applicant

   Laura Weiss, Esq from Gottlieb Ostrager LLP participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **$2,688.49**, 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

   Whether Applicant is entitled to reimbursement for physical therapy from March 6, 2023 through October 28, 2024 performed on Claimant, a 58-year-old male, as a result of injuries allegedly sustained in a motor vehicle accident on November 14, 2022.

   Respondent claims that the bill at issue was never received.

4. Findings, Conclusions, and Basis Therefor

Claimant was involved in a motor vehicle accident on November 14, 2022. From March 6, 2023 through October 28, 2024 he received physical therapy at Applicant's facility due to injuries sustained in that accident.

To start with, Respondent notes that the bills for January 10, 2024 through October 28, 2024 were denied based upon the results of an IME but that defense is no longer being pursued.

Respondent concedes that it owes $739.00 for those dates of service.

These bills for March 6, 2023 through March 30, 2023, June 28, 2024 and July 1, 2024 were never paid or denied. Respondent argues that the bills were never received.

However, Applicant has provided credible and sufficient proof that those bills were mailed on April 2023, July 11, 2024 and August 9, 2024.

However, they were mailed to 2 Broadway, New York, NY.

The proper address is 128-15 28th Avenue, Flushing, NY.

Applicant again resubmitted a batch of bills on February 26, 2025.

I note that, while Respondent argued that they were not received, there is no affidavit from anyone to support that, and any proof submitted less than 30 days before this hearing with the exception of fee schedule and coverage issues, are precluded.

Despite Respondent's argument to the contrary, I find that the proof of mailing is both credible and sufficient and the bills were never paid or denied.

Therefore, I find that Applicant is entitled to reimbursement for the services at issue.

However, based upon the proofs I find that interest shall run from the date the AR-1 was filed despite there being no denial in this case.

Finally, Respondent argues that services from April 4, 2023 through October 3, 2023 were paid at the proper fee schedule via EFT and has supplied the EFT trace numbers.

Though Applicant's counsel says his client cannot confirm receipt and did not realize said payments would be paid in bulk, it is for Applicant to use the provided trace numbers to get/confirm payment.

Therefore, this portion of the claim is denied.

Accordingly, Applicant is awarded $1229.06 plus interest calculated from the date the AR-1 was filed until date of payment. Applicant is also awarded statutory attorney's fees on the amount awarded plus the interest, as well as return of the filing fee.

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**
	Brooklyn Medical Practice, PC	**03/06/23 - 10/28/24**	**$2,688.49**	**Awarded: $1,229.06**
Total			**$2,688.49**	**Awarded: $1,229.06**

B. The insurer shall also compute and pay the applicant interest set forth below. 12/19/2025 is the date that interest shall accrue from. This is a relevant date only to the extent set forth below.

   Applicant is awarded $1229.06 plus interest calculated from the date the AR-1 was filed until date of payment. Applicant is also awarded statutory attorney's fees on the amount awarded plus the interest, as well as return of the filing fee.

C. Attorney's Fees

The insurer shall also pay the applicant for attorney's fees as set forth below

Applicant is awarded $1229.06 plus interest calculated from the date the AR-1 was filed until date of payment. Applicant is also awarded statutory attorney's fees on the amount awarded plus the interest, as well as return of the filing fee.

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 FL
SS :
County of Orange

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

10/05/2026
(Dated)

Maria Schuchmann

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:
75071fe19bd846e58f73a6d5ec846aca

Electronically Signed

Your name: Maria Schuchmann
Signed on: 10/05/2026