American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Brooklyn Medical Practice, PC (Applicant)	AAA Case No.	17-26-1445-0364
	Applicant's File No.	AR26-29913
- and -	Insurer's Claim File No.	1140385-01
	NAIC No.	16616
American Transit Insurance Company (Respondent)		

ARBITRATION AWARD

I, Kihyun Kim, 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: the Assignor

1. Hearing(s) held on 09/17/2026
   Declared closed by the arbitrator on 09/17/2026

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

   Peter Famuyide, Esq. from American Transit Insurance Company participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **$1,740.39**, 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 issues presented are (1) whether Applicant established its prima facie case with respect to certain claims for reimbursement, and (2) whether the post-IME cutoff services were medically necessary.

   The Assignor (EM) was a 58-year-old female who the driver of an automobile that was involved in an accident on November 21, 2023. Applicant seeks reimbursement in the aggregate amount of $1,740.39 for three dates of physical therapy services provided to the Assignor from October 4, 2024 to October 21, 2024, and for five office evaluations of the Assignor and thirty-four dates of physical therapy services provided to the Assignor, subsequent to the IME cutoff, from November 10, 2024 to January 22, 2026.

The IME cut-off became effective on October 7, 2024, based on the PM&R/acupuncture examination by Magda Fahmy, M.D., conducted on August 8, 2024.

4. Findings, Conclusions, and Basis Therefor

This arbitration was conducted using the documentary submissions of the parties contained in the ADR Center, maintained by the American Arbitration Association. I have reviewed the documents contained therein as of the close of the hearing and such documents are hereby incorporated into the record of this hearing. The hearing was held by Zoom video conference. Both parties appeared at the hearing by counsel, who presented oral argument and relied upon their documentary submissions. There were no witnesses.

The Assignor was a 58-year-old female who was injured in an automobile accident on November 21, 2023. Following the accident, the Assignor went to the hospital, where she was apparently examined, treated and released the same day without admission. The Assignor later sought additional treatment for her injuries from various providers, who started her on a course of conservative treatment, including physical therapy, chiropractic care and acupuncture.

From October 4, 2024 to October 21, 2024, Applicant provided three dates of physical therapy services to the Assignor. Applicant asserted that it billed Respondent for its services. There is no denial in the record for the bill at issue, and Respondent's counsel at the hearing asserted that Respondent had no record of receiving Applicant's bill prior to the commencement of this proceeding.

On August 8, 2024, the Assignor appeared for a PM&R/acupuncture examination with Magda Fahmy, M.D., at the request of Respondent. Dr. Fahmy determined that from a physiatric/acupuncturist viewpoint, there was no medical necessity for physical therapy, acupuncture to any type of physiatrics treatment to any of the examined areas. On October 2, 2024, Respondent issued a general denial, based on the examination by Dr. Fahmy, that advised that future physical medicine and rehabilitation-acupuncture benefits would be denied based on the report from Dr. Fahmy conducted on August 8, 2024 and the effective date of the denial was October 7, 2024.

Subsequent to the general denial, Applicant conducted five office evaluations of the Assignor and provided thirty-four dates of physical therapy services to the Assignor from November 10, 2024 to January 22, 2026. Applicant billed Respondent for its services and Respondent timely denied Applicant's claims as medically unnecessary based on the August 8, 2024 IME by Dr. Fahmy.

Applicant now seeks reimbursement in the aggregate amount of $1,740.39 for the three dates of physical therapy services provided to the Assignor from October 4, 2024 to October 21, 2024, and for the five office evaluations of the Assignor and thirty-four dates of physical therapy services provided to the Assignor, subsequent to the IME cutoff, from November 10, 2024 to January 22, 2026.

DATES OF SERVICE: 10/4/24-10/21/24

Analysis - Prima facie case - PT - DOS 10/4/24-10/21/24

An applicant demonstrates prima facie entitlement to No-Fault benefits under Article 51 of the Insurance Law by "submitting evidence that payment of no-fault benefits are overdue, and proof of its claim, using the statutory billing form, was mailed to and received by the defendant insurer." *Viviane Etienne Med. Care, P.C. v. Country-Wide Ins. Co.*, 25 N.Y.3d 498, 14 N.Y.S. 3d 283 (Court of Appeals, 2015).

In the present case, Applicant uploaded to the ADR Center a copy of a bill, dated November 5, 2024, in the aggregate amount of $100.92 for the three dates of physical therapy services provided to the Assignor from October 4, 2024 to October 21, 2024. There is no denial in record for the bill at issue, and Respondent asserted that it had no record of receiving such bill prior to the commencement of this proceeding.

To support its contentions, Respondent uploaded an affidavit, sworn to on April 8, 2026, from Sarah Adeniji, a No-Fault Examiner employed by Respondent. The affidavit provides Respondent's general practices and procedures for receiving No-Fault claims, including the entry of certain specific claims information into Respondent's No-Fault Claims S3 database, and the scanning of the bill into the DMS imaging system. Ms. Adeniji stated, among other things, that with respect to the bill in the amount of $100.92 for dates of service 10/04/2024-10/21/2024, she ". . . personally checked the S3 system to confirm that ATIC did not receive this bill prior to receipt of AR-1. I found no record of this bill. I personally conducted searches under the claimant's name, file number and date of accident and no record of the bill were found. I also personally checked the DMS imaging system and confirmed that there was no copy of the original bill in our imaging system." She further stated that she ". . . personally checked the S3 and DMS systems again on 04/07/2026 and again found no record of the aforementioned bill."

In support of its prima facie case, Applicant uploaded a certificate of mailing for the bill that identifies Applicant as the sender of various items on November 8, 2024; the certificate is also date stamped with the same date by the post office. The certificate includes an entry with the name and address of Respondent as the addressee, and the Assignor's name, the dollar amount and dates of service that matches the bill at issue. Respondent did not challenge the authenticity or accuracy of such submission at the hearing.

After reviewing the relevant evidence and considering the oral arguments of the parties, I conclude that Applicant's claims must be dismissed without prejudice. Initially, I find Applicant's certificate of mailing provides credible and persuasive proof that Applicant's bill was timely and properly mailed to Respondent, and therefore presumptively received by Respondent. To rebut the presumption of receipt, Respondent uploaded an affidavit of non-receipt by Ms. Adeniji. I find Ms. Adeniji's affidavit is also credible and is sufficient to rebut the presumption that the Applicant's bill was received by Respondent. Consequently, since the bill was not received by Respondent, I find that Applicant has failed to establish its prima facie case and its entitlement to reimbursement, as Respondent's thirty day period to pay or deny Applicant's claims was

never commenced. *See* 11 NYCRR §65-3.8(a), (c). As the bill was previously mailed to Respondent within 45 days of the dates of service, Applicant's claims are dismissed without prejudice.

DATES OF SERVICE: 11/10/24-1/22/26

Legal Framework - Medical Necessity - IME

The issue of whether treatment is medically unnecessary cannot be resolved without resort to meaningful medical assessment (*Kingsbrook Jewish Medical Center v. Allstate Ins. Co.*, 61 A.D.3d 13 [2d Dept. 2009]), such as by a qualified expert performing an independent medical examination or conducting a peer review of the injured person's treatment. *See Rockaway Boulevard Medical P.C. v. Travelers Property Casualty Corp.*, 2003 N.Y. Slip Op. 50842(U), 2003 WL 21049583 (App. Term 2d & 11th Dists. Apr. 1, 2003). An insurance carrier may utilize an independent medical examination (IME) to determine whether an eligible injured person is entitled to further care and treatment or other first-party benefits. *See Rowe v. Wahnow*, 26 Misc.3d 8, 11-12 (App Term, 1st Dept 2009, McKeon, P.J., dissenting). "An IME is a snapshot of the injured party's medical condition as of the date" it is conducted. *Amato v. State Farm Ins. Co.*, 2010 NY Slip Op. 20431 (Dist. Ct. Nassau Co., Fred J. Hirsh, J., Oct. 13, 2010).

An IME report can be the basis of a termination of benefits if ultimately found to be persuasive. An IME report must set forth a factual basis and medical rationale for the conclusion that further services are not medically necessary. *Ying Eastern Acupuncture, P.C. v. Global Liberty Ins.*, 20 Misc.3d 144(A), 873 N.Y.S.2d 238 (Table), 2008 N.Y. Slip Op. 51863(U), 2008 WL 4222084 (App. Term 2d & 11th Dists. Sept. 3, 2008). The determination that an eligible injured person no longer needs treatment is generally based upon an examiner's findings that result in the conclusion that: (1) the patient has fully recovered from the injuries; (2) the patient has made as full a recovery as is possible taking into account the nature and extent of the injuries, the patient's age, pre-existing conditions or other factors; and/or (3) additional treatment or testing will not provide any medical benefit to the patient. *Amato v. State Farm Ins. Co.*, 2010 NY Slip Op. 20431 (Dist. Ct. Nassau Co., Fred J. Hirsh, J., Oct. 13, 2010). Whether an IME report is persuasive and meets the carrier's burden is a factual decision, which must be rendered on a case by case basis.

If the IME report provides a factual basis and medical rationale for an opinion that services were not medically necessary, the burden shifts back to the Applicant to refute the IME findings and prove the necessity of the disputed services. *See, CPT Med. Servs., P.C. v. New York Cent. Mut. Fire Ins. Co.*, 18 Misc.3d 87 (App. Term 1st Dept.); *Eden Med., P.C. v. Progressive Cas. Ins. Co.*, 19 Misc.3d 143(A) (App Term 2d & 11th Jud. Dists., 2008); *Be Well Med. Supply, Inc. v. New York Cent. Mut. Fire Ins. Co.*, 18 Misc. 3d. 139 (A) (App. Term 2d Dept., Feb. 21, 2008; *A. Khodadadi Radiology, P.C. v. NY Cent. Mut. Fire Ins. Co.*, 16 Misc. 3d. 131 (A) (App Term 2d Dept.); *West Tremont Med. Diagnostic, P.C. v. Geico Ins. Co.*, 13 Misc. 3d. 131 (A) (App Term 2d Dept., 2006). If the Applicant fails to present any evidence to refute Respondent's showing, the claim should be denied, as the ultimate burden of proof on the issue of medical necessity lies with the Applicant. *See* Insurance Law § 5102; *Wagner v. Baird*, 208 A.D.2d 1087 (3d Dept. 1994); *AJS Chiropractic, P.C. v. Mercury Ins. Co.*, 22 Misc.3d 133(A), (App.

Term 2d & 11th Dist. Feb. 9, 2002). The case law is clear that a provider must rebut the conclusions and determinations of the IME doctor with his own facts. As the Appellate Term, 2d, 11th & 13th Dists., recently stated: "it is ultimately plaintiff who must prove, by a preponderance of the evidence, that the services or supplies were medically necessary." *Park Slope Medical and Surgical Supply, Inc. v. Travelers Ins. Co.,* 37 Misc.3d 19, 22 (App. Term 2d, 11th & 13th Dists. 2012).

IME - Magda Fahmy, M.D., dated August 8, 2024

Respondent relies upon the IME report of Magda Fahmy, M.D., dated August 8, 2024, in asserting a lack of medical necessity for the five office evaluations of the Assignor and thirty-four dates of physical therapy services provided to the Assignor, subsequent to the IME cutoff, from November 10, 2024 to January 22, 2026. At the August 8, 2024 examination, Dr. Fahmy obtained the Assignor's history and conducted a physical examination of the Assignor. There were no medical records provided for review. Ranges of motion were performed with the assistance of a goniometer.

At the time of the examination, the Assignor complained of neck pain that radiated to the right arm with numbness, low back pain that radiated to the bilateral legs, and pain in the mid back, left hip and right knee. The Assignor had a normal appearance and posture, had a normal gait, and was able to walk on toes and heels without difficulty.

Acupuncture examination revealed: *Vitality:* Normal; *Facial/Skin Color:* Normal complexion; *Tongue Coating:* Pink; *Palpation/Pulse:* Normal; *Voice:* Clear and directed; *Respiration:* Clear and regular; and *Qi/Blood stagnation:* Has been resolved.

Examination of the cervical spine revealed no complaint of tenderness on palpation over the paraspinal musculature, and no muscle spasm. Ranges of motion were within normal limits (flexion: 50º/50º; extension: 60º/60º; left and right rotation: 80º/80º; right and left lateral bending: 45º/45º). In the upper extremities, motor strength was 5/5; sensory examination was normal and reflexes were 2+. There was no atrophy of the intrinsic muscles, and no evidence of deformity, swelling, ecchymosis or edema.

Examination of the thoracic spine revealed no tenderness to palpation over the thoracic paraspinal musculature, and no paraspinal spasm.

Examination of the lumosacral spine revealed no tenderness on palpation over the paravertebral musculature, and no paraspinal spasm. Ranges of motion were within normal limits (flexion: 60º/60º; extension: 25º/25º; and lateral bending: 25º/25º). In the lower extremities, motor strength was 5/5; sensation was intact and reflexes were 2+. There was no evidence of deformity, swelling, ecchymosis or edema of the lower extremities. Straight Leg Raise test was negative bilaterally.

Examination of the left hip revealed no tenderness on palpation of the lateral or posterior aspect of the hip and no crepitus. Ranges of motion were within normal limits (abduction: 40º/40º; adduction: 20º/20º; extension: normal; external rotation: 50º/50º; internal rotation: 40º/40º). Patrick's test was negative.

Examination of the right knee revealed no evidence of tenderness to palpation over the anterior, medial or lateral aspect of the knee. Ranges of motion were within normal limits (extension: 0º/0º; flexion: 150º/150º). Ligaments were stable and there was no valgus or virus deformity. Lachman test, drawer sign and McMurray test were negative.

Dr. Fahmy's diagnoses were status post cervical, thoracic and lumbosacral spine sprain/strain - resolved; status post left hip sprain/strain - resolved; and status post right knee sprain/strain - resolved. Dr. Fahmy also found that the Acupuncture Channels Evaluation indicated that Qi and blood stagnation in UB and DU channels of the cervical spine, thoracic spine and lumbosacral spine had been resolved. She further found Stagnation Qi and blood in the ST and GB channels of the left hip and right knee had been resolved.

Dr. Fahmy asserted that the Assignor was not disabled from a physical medicine and rehabilitation point of view. Dr. Fahmy found that the Assignor's subjective complaints were not correlated by objective findings as there were no spasms, full ranges of motion were achieved and all testing was negative. Dr. Fahmy opined that from a physiatric/acupuncturist viewpoint, there was no medical necessity for physical therapy, acupuncture or any type of physiatric treatment to any of the examined areas. She also specifically opined that there was no medical necessity for massage therapy, diagnostic testing, household help, medical supplies or special transportation from a physiatric viewpoint.

I find the IME report sufficient to meet Respondent's burden of production. The burden now shifts to the Applicant as it is the Applicant's burden, ultimately, to establish the medical necessity of the services at issue. *See* Insurance Law § 5102; *Shtarkman v. Allstate Insurance Co.*, 2002 NY Slip Op 50568(U), 2002 WL 32001277 (App. Term 9th & 10th Jud. Dists. 2002) (burden of establishing whether a medical test performed by a medical provider was medically necessary is on the latter, not the insurance company).

Rebuttal - Sayeedus Salehin, M.D., dated April 17, 2026

To refute the August 8, 2024 IME report by Dr. Fahmy, Applicant relies principally upon a rebuttal from Sayeedus Salehin, M.D., dated April 17, 2026, and the Assignor's medical records. Dr. Salehin initially provided a brief summary of the Assignor's medical history and the treatment that the Assignor received and summarized some of the findings from post-IME evaluations before addressing Dr. Fahmy's IME report. Dr. Salehin respectfully disagreed with Dr. Fahmy's assessment and conclusions, and opined that the services rendered to the Assignor were medically necessary as an appropriate part of treatment for this patient.

Dr. Salehin contended that the subject IME report was incorrect for the following reasons:

> First, in light of the positive findings that were consistently found on the exam before, during, and after the subject IME, Dr. Fahmy incorrectly recommended no further treatment.

Second, assuming the 08/08/2024 report is accurate as to findings on the exam, one cannot get an accurate picture of a patient's overall condition without considering all subsequent exams, as the 08/08/2025 report did not encompass any subsequent evaluations. Moreover, a patient's condition can appear to improve one day, but exacerbate a subsequent day, particularly as the IME report acknowledges positive complaints/findings on the exam.

Third, as Magda Fahmy, M.D., acknowledged in the report, [the Assignor] had continued complaints of radiating pain. This finding itself warranted further treatment.

Fourth, in addition to the positive findings noted on subsequent treatment notes, the patient was diagnosed with a sprain of the ligament of the cervical spine and lumbar spine; sprain of the right knee and right shoulder; headache; cervical, mid-cervical, and lumbar radiculopathy, which contradicts the IME physician's conclusion that the patient's condition was resolved.

Fifth, the treating physician who is responsible for the care and treatment of the patient is in the best position to determine the need for continued treatment. The IME physician, on the other hand, who was retained by the insurance carrier, has no responsibility for the patient's best interests.

There are no specific guidelines delineating the absolute structured path for treatment to be universally prescribed to all patients. Accordingly, great deference should be given to the treating provider charged with the responsibility to examine, diagnose, and treat a patient who presents with symptoms and positive clinical findings.

Analysis - Medical Necessity - Offices/PT - DOS 11/10/24-1/22/26

In addition to the rebuttal, Applicant also relied on the Assignor's medical records to oppose Respondent's medical necessity defense based on the IME cutoff. At the hearing, Applicant's counsel specifically pointed to the various contemporaneous treatment notes and the August 14, 2024 and November 19, 2024 medical examination reports as the most contemporaneous examination reports in the record. Applicant's counsel asserted that the Assignor's complaints at the IME, and the continuing complaints of pain and the positive findings in the contemporaneous records, and other reports in the record, established that the Assignor's injuries were not resolved at the time of the IME and that continued treatment was medically necessary and justified.

After reviewing all of the submissions and taking into account the oral arguments of the parties, I find that Applicant has rebutted Respondent's defense and established, by a preponderance of credible evidence, that the five office evaluations of the Assignor and thirty-four dates of physical therapy services provided to the Assignor, subsequent to the IME cutoff, from November 10, 2024 to January 22, 2026, were medically necessary. The IME was conducted on August 8, 2024, approximately eight and a half months after the accident, and the IME report documented what appeared to be thorough and detailed examination, with no positive findings noted. The services at issue were performed three to seventeen and a half months after the IME from November 10, 2024 to January 22,

2026. The positive findings from the contemporaneous examination report and other reports in the medical records provided objective evidence of the Assignor's continuing disability and furnish sufficient justification for the continued treatment at issue herein. The medical records documented, among other things, continued pain in the neck, low back, right shoulder and right knee; and range of motion deficits in the cervical spine, lumbar spine, right shoulder and right knee. These findings were consistent with other positive findings in the Assignor's medical records. The ongoing symptomology and deficits documented in the medical records are irreconcilable with the IME doctors' findings, diagnoses and recommendations of no further treatment. When faced with two inconsistent, but credible opinions, deference would be accorded to the treating provider, who actually performed examinations, established treatment and diagnostic plans, made diagnoses and performed medical services for the Assignor. Ultimately, I find the rebuttal and Applicant's supporting medical records and arguments to be more credible and persuasive than the IME report. Based on the totality of evidence in the record, Applicant has rebutted Respondent's defense and established the medical necessity of the services at issue. As Applicant has met its burden of persuasion, Applicant is entitled to reimbursement in the aggregate amount of **$1,639.47** for the five office evaluations of the Assignor and thirty-four dates of physical therapy services provided to the Assignor, subsequent to the IME cutoff, from November 10, 2024 to January 22, 2026.

Conclusion

For the reasons set forth herein, Applicant is awarded reimbursement in the total amount of $1,639.47, with attorney's fees, interest and the arbitration filing fee as set forth below.

In addition, Applicant's claims for dates of service from from October 4, 2024 to October 21, 2024 are dismissed without prejudice. This decision is in full disposition of all claims for no-fault benefits presently before this Arbitrator. Any further issues raised in the hearing record are held to be moot and/or waived insofar as not specifically raised at the time of the hearing.

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	**10/04/24 - 10/21/24**	**$100.92**	**Dismissed without prejudice**
	Brooklyn Medical Practice, PC	**11/10/24 - 11/19/24**	**$67.28**	**Awarded: $67.28**
	Brooklyn Medical Practice, PC	**11/19/24 - 11/19/24**	**$93.65**	**Awarded: $93.65**
	Brooklyn Medical Practice, PC	**12/01/24 - 12/01/24**	**$33.64**	**Awarded: $33.64**
	Brooklyn Medical Practice, PC	**01/07/25 - 01/27/25**	**$100.92**	**Awarded: $100.92**
	Brooklyn Medical Practice, PC	**01/27/25 - 01/27/25**	**$93.65**	**Awarded: $93.65**
	Brooklyn Medical Practice, PC	**02/07/25 - 02/07/25**	**$33.64**	**Awarded: $33.64**
	Brooklyn Medical Practice, PC	**03/19/25 - 03/27/25**	**$67.28**	**Awarded: $67.28**
	Brooklyn Medical Practice, PC	**04/02/25 - 04/02/25**	**$93.65**	**Awarded: $93.65**
	Brooklyn Medical	**04/02/25 -**	**$134.56**	**Awarded:**

	Practice, PC	**04/27/25**		**$134.56**
	Brooklyn Medical Practice, PC	**05/04/25 - 05/29/25**	**$67.28**	**Awarded: $67.28**
	Brooklyn Medical Practice, PC	**06/23/25 - 06/23/25**	**$33.64**	**Awarded: $33.64**
	Brooklyn Medical Practice, PC	**07/01/25 - 07/23/25**	**$168.20**	**Awarded: $168.20**
	Brooklyn Medical Practice, PC	**07/22/25 - 07/22/25**	**$93.65**	**Awarded: $93.65**
	Brooklyn Medical Practice, PC	**08/22/25 - 08/22/25**	**$33.64**	**Awarded: $33.64**
	Brooklyn Medical Practice, PC	**09/11/25 - 09/30/25**	**$128.38**	**Awarded: $128.38**
	Brooklyn Medical Practice, PC	**10/08/25 - 10/08/25**	**$33.64**	**Awarded: $33.64**
	Brooklyn Medical Practice, PC	**11/19/25 - 11/24/25**	**$67.28**	**Awarded: $67.28**
	Brooklyn Medical Practice, PC	**12/01/25 - 12/01/25**	**$93.65**	**Awarded: $93.65**
	Brooklyn Medical Practice, PC	**12/01/25 - 12/30/25**	**$100.92**	**Awarded: $100.92**
	Brooklyn Medical Practice, PC	**01/12/26 - 01/22/26**	**$100.92**	**Awarded: $100.92**
Total			**$1,740.39**	**Awarded: $1,639.47**

B. The insurer shall also compute and pay the applicant interest set forth below. 03/03/2026 is the date that interest shall accrue from. This is a relevant date only to the extent set forth below.

Interest shall be computed from March 3, 2026, the AR-1 filing date, at the rate of 2% per month and ending with the date of payment of the award, subject to the provisions of 11 NYCRR 65-3.9(c).

C. Attorney's Fees

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

Respondent shall pay the Applicant attorney's fees in accordance with 11 NYCRR 65-4.6(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 Suffolk

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

10/18/2026
(Dated)

Kihyun Kim

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:
590178ac807acddf21f72bd5d088fc81

Electronically Signed

Your name: Kihyun Kim
Signed on: 10/18/2026