American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

| | | |
|---|---|---|
| Titan Diagnostic Imaging Services, Inc (Applicant) | AAA Case No. | 17-26-1452-1000 |
| | Applicant's File No. | N/A |
| - and - | Insurer's Claim File No. | 9DNTLNBA |
| | NAIC No. | Self-Insured |
| Root Insurance Company (Respondent) | | |

**ARBITRATION AWARD**

I, Anne Malone, 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: EIP

1. Hearing(s) held on 10/19/2026
   Declared closed by the arbitrator on 11/16/2026

   Anna Goldman, Esq. from Law Offices of Anna Goldman, P.C. participated virtually for the Applicant

   Lochlan McDonnell, Esq. from Gallo Vitucci Klar, LLP participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **$774.00**, 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 33 year old EIP reported involvement in a motor vehicle accident on May 27, 2024; claimed related injury and underwent lumbar diagnostic ultrasound provided by the applicant on July 29, 2025.

   The applicant submitted a claim for these medical services, payment of which was timely denied by the respondent based on its calculation of the correct reimbursable amount pursuant to the New York Workers' Compensation Medical Fee Schedule.

The respondent contends that payment in full for these services was issued on May 4, 2026 and the applicant argued that the check was not received.

A post-hearing brief was requested to allow the respondent an opportunity to submit a copy of the cleared check.

**The issue to be determined at the hearing is whether the respondent established its fee schedule defense.**

4. Findings, Conclusions, and Basis Therefor

This hearing was held on Zoom and the decision is based upon the documents reviewed from the Modria File as well as the arguments made by counsel and/or representative at the arbitration hearing. Only the arguments presented at the hearing are preserved in this decision; all other arguments not presented at the hearing are considered waived.

The respondent supported its fee schedule defense, with a copy of the cleared check in the amount of $774.00 in full payment of the claim for services rendered by the applicant on May 5, 2026.

The applicant did not submit any evidence to rebut the proof submitted by the respondent.

Based on the foregoing, I find that the respondent established its fee schedule defense.

**Accordingly, the claim is dismissed with prejudice.**

Any further issues submitted in the record are held to be moot and/or waived insofar as they were not raised at the time of this hearing. This decision is in full disposition of all claims for no-fault benefits presently before this Arbitrator.

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 CT
SS :
County of Fairfield

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

11/16/2026
(Dated)

Anne Malone

**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:**
7849ee55fa4311cc852953a49c6296b4

**Electronically Signed**

Your name: Anne Malone
Signed on: 11/16/2026