

Kimberly P. Gitlin

Associate

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Long Island, NY – Melville – 631.227.6388



Kim is an associate in our Casualty Department where she handles matters involving personal injury protection, SIU, bodily injury, and general liability on behalf of a several insurance carriers. Her case load involves both medical provider fraud and fraudulent claims on the part of the clients' insureds such as intentional/staged losses. She conducts Examinations Under Oath, depositions, mediations, and appears for bench trials and arbitration hearings.

Prior to joining the firm she gained valuable experience handling no-fault arbitration hearings, arguing motions on behalf of insurance carriers.

Kim attended the State University of New York at Oswego where she obtained her Bachelor of Arts in Public Justice and Public Relations. She received her *juris doctor* from Touro College Jacob D. Fuchsberg Law Center. During law school, she was an active member of the Alexander Hamilton, American Inns of Court.

Kim is admitted to practice in the state of New York.

Education

- Touro University Jacob D. Fuchsberg Law Center (J.D., 2016)
- State University of New York at Oswego (B.A., 2011)

Admissions

- New York, 2017

Associations & Memberships

- New York State Bar Association
- Nassau County Women's Bar Association

Practices

- Fraud/Special Investigation
- Personal Injury Protection (PIP) Litigation

Representative Cases & Matters

Successfully settled a New York PIP arbitration action for \$165.14, based on a certified professional coder audit, where the disputed amount had been \$16,044.

Secured an arbitration win, slashing a \$83,000 claim to \$625. The applicant, a major medical provider, filed an arbitration matter in the total amount of \$83,625, alleging our client owed it for the claimant's unpaid medical bills following a major motor vehicle accident. The claimant had been involved in the motor vehicle accident and sought payment for a series of medical treatments rendered post-accident. Counsel for the medical provider argued that the medical billing was never properly paid, therefore, payment of the claims was overdue. However, Kimberly successfully argued at the arbitration hearing that the applicant's demand amount was greatly over exaggerated and that the amount in dispute must be limited to the appropriate fee schedule limit of \$625.82. After arguments were heard, the arbitrator ruled in our client's favor, thereby limiting any and all recovery to the \$625.82 fee schedule amount, thus saving nearly \$83,000.00 in exposure.

Results

Arbitration Win Secured in a Case Involving Allegedly Unpaid Medical Bills

We secured an arbitration win, slashing a \$83,000 claim to \$625. The applicant, a major medical provider, filed an arbitration matter in the total amount of \$83,625, alleging our client owed it for the claimant's unpaid medical bills following a major motor vehicle accident. The claimant had been involved in the motor vehicle accident and sought payment for a series of medical treatments rendered post-accident. Counsel for the medical provider argued that the medical billing was never properly paid, therefore, payment of the claims was overdue. However, we successfully argued at the arbitration hearing that the applicant's demand amount was greatly over exaggerated and that the amount in dispute must be limited to the appropriate fee schedule limit of \$625.82. After arguments were heard, the arbitrator ruled in our client's favor.