

Matthew A. Gray

Shareholder

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Matthew Gray is a member of the Casualty Department, with multiple years of experience focusing his practice on defending numerous insurance carriers in disputes involving New York Personal Injury Protection claims. Matthew is also a member of the Fraud/Special Investigation Practice Group, where he defends against intentional/staged losses, as well as medical provider fraud. He has experience conducting Examinations Under Oaths/Depositions. Matthew also has expansive experience with motion practice, declaratory judgments and trial preparation/management. Matthew has played a key role in establishing the SIU Dec Action team, guiding and collaborating with his colleagues in the drafting of several Declaratory Judgement (DJ) actions.

Matthew has experience with the litigation, mediation and arbitration of matters in multiple practice areas. Specifically, Matthew focuses on fraud investigation, primarily dealing with evaluating both medical provider fraud and intentional/staged losses. Matthew has had great success for his clients and has been often recognized for his successful in both the Court room, as well as in arbitration matters.

In addition to personal injury protection claims, Matthew handles insurance defense litigation for bodily injury cases. He defends premises liability and automobile liability suits, as well as first-party property damage matters.

Prior to joining Marshall Dennehey, Matthew began his practice in No-Fault at a boutique law firm, where he managed hundreds of PIP matters. Additionally, he developed experience litigating and arbitrating all aspects of insurance defense claims matters.

Matthew earned his *juris doctor* from the Touro College Jacob D. Fuchsberg Law Center in 2015. While at law school, he served as an ambassador and then, Secretary of the Student Bar Association, as well as President of the Columbian Lawyers' Association. He also was a competing member of Touro Law Center's Mock Trial Team. Matthew was named a Touro Public Interest Law Fellow in 2013 and 2014, respectively. Matthew

Practices

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

earned a B.A. in English and a M.A. in English Literature, with a specialization in Dramatic Literature from St. John's University.

He is admitted in the state of New York.

Education

- Touro University Jacob D. Fuchsberg Law Center (J.D., 2015)
- St. John's University
 - M.A., 2012; B.A., magna cum laude, 2011

Admissions

- New York, 2015

Honors & Awards

- The Best Lawyers: Ones to Watch®, Insurance Law (2026-2027)
- The Best Lawyers: Ones to Watch®, Personal Injury Litigation - Defendants (2021-2027)
- New York Metro Super Lawyers Rising Star (2023-2026)

Significant Representative Matters

- Successfully defended, submitted post-hearing arguments and secured dismissal of a New York no-fault arbitration matter. The applicant, a major medical provider, filed an arbitration matter in the total amount of \$361,601.62, claiming 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 medical treatment for a series of treatments rendered while hospitalized, post-accident. Counsel for the medical provider argued that the medical billing was never properly nor timely denied, therefore payment of the claims was overdue. However, We successfully argued at the arbitration hearing, that herein, Applicant's client failed to provide the requisite statutorily required medical assignment of benefits form, assigned the hospital the right to sue on behalf of the injured party. After arguments were heard by the Arbitrator, the Arbitrator ordered post-hearing submissions to be submitted by both sides, to be submitted within the week. We researched, drafted and submitted said post-hearing submission, resulting in the Arbitrator ruling in our client's favor, and thereby dismissing the matter based on the Applicant's total failure to submit the requisite form, saving the client hundreds of thousands of dollars.
- Successfully secured full dismissal of a New York no-fault litigation matter. The plaintiff, a major medical provider, filed suit in Suffolk County's 3rd District Court in the total amount of \$14,999.99, claiming our insurance company client owed it for the claimant's unpaid medical billing. The claimant was involved in a motor vehicle accident and sought payment for medical treatment. Counsel for the medical provider argued that, since the billing was never paid by the insurer, it was due in full—despite the same matter having been successfully argued and won in arbitration in June of 2021. However, after successful arguments and motion practice, and without significant opposition by plaintiff's counsel, the matter was dismissed, in full, by the court, which found that both res judicata and collateral estoppel applied. Therefore, the court found in full favor of our client and dismissed the suit and its accompanying complaint.
- Successfully appealed, argued and obtained a full dismissal of joint arbitration matters

filed against our client, when remanded to the lower arbitration forum. The applicant filed two, separate, yet related, arbitration matters claiming our client, an insurance carrier, owed them for unpaid medical bills of the claimant. The claimant was supposedly involved in a motor vehicle accident on July 25, 2018, and sought payment for medical treatment provided from December 20, 2018, through April 5, 2019. Applicant's position was that payment was owed as the independent medical examination that found a lack of medical necessity was improper and weak, and because the policy of insurance was not yet exhausted. At the lower forum, the applicant was successful due to the arbitrator's misapplication and misinterpretation of the NYS No-Fault Regulations. However, on Master Appeal the Master Arbitrator found in our clients favor after the submission of briefs and remanded the hearing to the lower forum for an evidentiary hearing before a different arbitrator. That arbitrator found in full favor of our client and denied the applicant's claims on both matters.

- Successfully defended an arbitration matter filed against our client, an insurance carrier. The applicant filed an arbitration matter claiming our client owed him for the unpaid medical bills of the claimant, in the total amount of \$20,772.99. The claimant was purportedly involved in a motor vehicle accident on August 12, 2016, and sought payment for medical treatments/surgery provided to the claimant on January 11, 2018. It was argued that our client owed the applicant's client for the medical services, despite New York state being the improper venue for hearing such a claim. The policy of insurance was written in Pennsylvania, the accident occurred in Pennsylvania, and the claimant lived in Pennsylvania. The provider of the medical services, the applicant, as well as the medical facility where the services were rendered were located in New Jersey. There was no apparent connection to the State of New York, other than the fact that the surgeon performing the surgery maintains an office there. The arbitrator agreed that this single contact with the was insufficient to confer jurisdiction on the New York State No-Fault system to adjudicate these no-fault claims in the State of New York. As such, the arbitrator found in full favor of our client and denied the applicant's claims, in its entirety.
- Successfully argued and obtained a full dismissal in an Arbitration matter filed against our client, an insurance carrier. A surgical center in New Jersey filed an arbitration matter in the amount of \$217,370.39.15, claiming our client owed it for unpaid medical bills of the claimant. The claimant was involved in a motor vehicle accident on July 15, 2017 and sought payment for medical treatment. The surgical center's position was that the entire amount was owed as it was not properly paid upon the initial submission of the billing to our client. However, after arguments were presented at the time of the arbitration hearing, our client's policy of insurance was found to be completely and properly exhausted. Therefore, the Arbitrator found in full favor of our client, and denied the Applicant's entire \$217,370.39.15 claim.

Results

Successfully Fully Discontinued a New York No-Fault Action

We were successful in having a New York No-Fault (PIP) action fully discontinued, with prejudice. The plaintiff, a major medical provider, filed suit in Kings County Civil Court in the total amount of \$25,805.85, claiming our client owed it for the claimant's unpaid medical billing. The claimant had been involved in a motor vehicle accident and sought payment for medical treatment. Counsel for the medical provider argued that, since the billing was never paid by the insurer, it was due in full—despite the fact that the same

matter had previously been fully exhausted and was processed/handled in full compliance with the applicable medical fee schedule(s). While there were evidentiary issues in our client's case, our arguments and position were strong. After negotiations and arguments, plaintiff's counsel acquiesced to a full discontinuance of the matter, with prejudice.

Dismissal Obtained in a Medical Billings Claim Matter

We obtained full dismissal in a medical billings claim against our insurance carrier client in a New York No-Fault/PIP Action. The plaintiff, a major medical provider, filed suit in Kings County Civil Court in the total amount of \$22,610.79, claiming our client owed it for the claimant's unpaid medical billing. The claimant had been involved in a motor vehicle accident and sought payment for medical treatment. Counsel for the medical provider argued that, since the billing was never paid by the insurer, it was due in full—despite the fact that the same matter had previously been fully exhausted and denied on similar grounds. While there were evidentiary issues in our client's case, our arguments and position were strong. After negotiations, plaintiff's counsel acquiesced to a full dismissal of the matter. Thereby, our client was absolved from any fiscal liability in this action.

Failure to Provide Requisite Statutorily Required Medical Assignment-of-Benefits Form results in Dismissal of New York No-Fault Arbitration Matter

We successfully defended and submitted post-hearing arguments and secured dismissal of a New York no-fault arbitration matter. The applicant, a major medical provider, filed an arbitration matter in the amount of \$361,601.62, claiming 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 medical treatment for a series of treatments rendered while hospitalized, post-accident. Counsel for the medical provider argued that the medical billing was never properly nor timely denied, therefore, payment of the claims was overdue. However, we successfully argued at the arbitration hearing that the applicant's client failed to provide the requisite statutorily required medical assignment-of-benefits form, assigning the hospital the right to sue on behalf of the injured party. After arguments were heard, the arbitrator ordered post-hearing submissions to be filed by both sides. After researching, drafting and filing a post-hearing submission, the arbitrator ruled in our client's favor, thereby dismissing the matter based on the applicant's total failure to submit the requisite form, saving our client hundreds of thousands of dollars.

Successfully Secured Full Dismissal of a New York No-Fault Litigation Matter

The plaintiff, a major medical provider, filed suit in Suffolk County's 3rd District Court in the total amount of \$14,999.99, claiming our insurance company client owed it for the claimant's unpaid medical billing. The claimant was involved in a motor vehicle accident and sought payment for medical treatment. Counsel for the medical provider argued that, since the billing was never paid by the insurer, it was due in full—despite the same matter having been successfully argued and won in arbitration in June of 2021. However, after successful arguments and motion practice, and without significant opposition by plaintiff's counsel, the matter was dismissed, in full, by the court, which found that both res judicata and collateral estoppel applied. Therefore, the court found in full favor of our

client and dismissed the suit and its accompanying complaint.

Dismissal of Dual New York No-Fault/PIP Arbitrations

The applicant, a major medical provider, filed joint arbitration matters in the aggregate amount of \$46,095.41, claiming our client owed it for the claimant's unpaid medical bills. The claimant had been involved in a motor vehicle accident and sought payment for medical treatment. Counsel for the medical provider argued that the original denial basis was insufficient to deny the payment of the claims. However, after our successful argument at the arbitration hearing, our client's policy of insurance was found to be completely and properly exhausted. Therefore, the arbitrator found in full favor of our client and denied the applicant's entire claim, on both matters.

Dismissal of PIP Arbitration Matter

We successfully argued and obtained a full dismissal of an arbitration matter filed against a major insurance company. The plaintiff filed it, claiming the insurer owed payment for unpaid medical bills. He alleged the injuries arose from a motor vehicle accident on February 28, 2017, and sought payment for medical treatments provided to him in the amount of \$92,043.28. His position was that the entire amount was owed as our client had not reimbursed the medical provider for the services/surgery rendered. The defense countered that the treatment rendered was not medically necessary and presented documentation from an independent medical peer review of the plaintiff's medical claims record to support that position. The arbitrator heard arguments, concluded that our argument was persuasive, and found in full favor of our client.

Arbitration Matter Resolved and Dismissed Due to Improper Venue

In an arbitration matter filed against our insurance company client, the applicant claimed our client owed him for the unpaid medical bills of the claimant totaling approximately \$20,000. The claimant was purportedly involved in a motor vehicle accident and sought payment for medical treatments/surgery. It was argued that our client owed the applicant's client for the medical services, despite New York State being the improper venue for hearing such a claim. The policy of insurance was written in Pennsylvania, the accident occurred in Pennsylvania and the claimant lived in Pennsylvania. The applicant, the provider of the medical services, and the medical facility where the services were rendered were all located in New Jersey. There was no apparent connection to the state of New York, other than the fact that the surgeon performing the surgery maintains an office there. The arbitrator agreed that this single contact was insufficient to confer jurisdiction on the New York State no-fault system to adjudicate these no-fault claims in the state of New York.

Thought Leadership

July 1, 2024

The Wild West on the East Coast: How the Fix Known as "No-Fault" Turned New York Into the O.K. Corral

