

## MATTHEW A. GRAY

ASSOCIATE



### AREAS OF PRACTICE

General Liability  
Fraud/Special Investigation  
Automobile Liability

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### ADMISSIONS

New York  
2015

### EDUCATION

Touro College Jacob D. Fuchsberg  
Law Center (J.D., 2015)

St. John's University (M.A., 2012)

St. John's University (B.A., magna  
cum laude, 2011)

### HONORS & AWARDS

The Best Lawyers: Ones to  
Watch®, Personal Injury Litigation  
- Defendants  
2021-2022

New York Metro Super Lawyers  
Rising Star  
2023

### YEAR JOINED

2017

### OVERVIEW

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 vast experience conducting Examinations Under Oaths/Depositions. Matthew also has expansive experience with motion practice, declaratory judgments and trial preparation/management. Matthew has also been instrumental to the formation the SIU Dec Action team, wherein he has helped by leading and supporting his colleagues to drafting of multiple 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 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.

## THOUGHT LEADERSHIP

### **Marshall Dennehey Announces 2023 New York Metro Super Lawyers and Rising Stars**

September 22, 2023

Seven attorneys from Marshall Dennehey's New York City, Westchester County, and Long Island offices have been selected to the 2023 edition of New York Metro Super Lawyers magazine.

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### **Three Marshall Dennehey Attorneys Selected 2022 “Lawyers of the Year” and 67 Attorneys Recognized Overall in the 2022 Editions of The Best Lawyers in America© and Best Lawyers: Ones to Watch©**

August 19, 2021

Marshall Dennehey is proud to announce that three of the firm's attorneys have been selected 2022 “Lawyers of the Year” and 67 attorneys have been recognized overall in the 2022 Editions of The Best Lawyers in America© and Best Lawyers: Ones to Wa

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## RESULTS

### Failure to provide requisite statutorily required medical assignment-of-benefits form results in dismissal of New York no-fault arbitration matter.

#### **Personal Injury Protection (PIP) Litigation January 3, 2024**

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.

### Successfully secured full dismissal of a New York no-fault litigation matter.

#### **Personal Injury Protection (PIP) Litigation April 17, 2023**

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.

### Dismissal of dual New York No-Fault/PIP arbitrations.

#### **Personal Injury Protection (PIP) Litigation April 22, 2022**

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.

### Dismissal of PIP arbitration matter.

#### **Personal Injury Protection (PIP) Litigation February 9, 2021**

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.

### Arbitration matter resolved and dismissed due to improper venue.

#### **Personal Injury Protection (PIP) Litigation November 23, 2020**

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.

## **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.