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**STATE OF MINNESOTA
IN COURT OF APPEALS
A10-2218**

Gustavo Rocha-Camacho,
Respondent,

vs.

Allstate Insurance Company,
Appellant.

**Filed June 20, 2011
Affirmed
Toussaint, Judge**

Hennepin County District Court
File No. 27-CV-10-20099

Harold J. Hitchcock, Woods & Thompson, P.A., Minneapolis, Minnesota (for respondent)

Richard S. Stempel, Stempel & Doty, PLC, Hopkins, Minnesota (for appellant)

Considered and decided by Klaphake, Presiding Judge; Toussaint, Judge; and Connolly, Judge.

UNPUBLISHED OPINION

TOUSSAINT, Judge

Appellant Allstate Insurance Company challenges the district court's order confirming an arbitration award of reasonable and necessary medical expenses to

respondent Gustavo Rocha-Camacho in this no-fault action. Appellant asserts that unresolved legal claims involving coverage and fraud allegedly committed by respondent's medical providers preclude confirmation of the arbitration award.

Because our scope of review is narrow and appellant has not alleged fraud against respondent and has failed to preserve the issue by applying for vacation or modification of the arbitration award or a stay of the proceedings, we affirm.

D E C I S I O N

In a no-fault automobile insurance arbitration proceeding, an arbitrator's findings of fact are final, but we review questions of law de novo. *State Farm v. Liberty Mut. Ins. Co.*, 678 N.W.2d 719, 721 (Minn. App. 2004), *review denied* (Minn. June 29, 2004). Under Minn. Stat. § 65B.525, subd. 1 (2010), all claims in an initial amount of \$10,000 or less are subject to mandatory binding arbitration.

No-fault arbitration procedure is governed by the provisions of Minn. Stat. §§ 572.10-.26 (2010). *See* Minn. R. No-Fault Arb. 38. "Upon application of a party, the court shall confirm an award, unless within the time limits hereinafter imposed grounds are urged for vacating or modifying or correcting the award." Minn. Stat. § 572.18. According to Minn. Stat. § 572.19, subd. 1, the district court may vacate an arbitration award if: (1) the award was procured by fraud or other bad practice; (2) the arbitrator showed evident partiality; (3) the arbitrator exceeded his powers; (4) the arbitrator conducted the hearing in such a manner as to substantially prejudice the rights of a party; or (5) there was no agreement to arbitrate. In any event, a motion to vacate the award must be made within 90 days after delivery of a copy of the award to the applicant. *Id.*,

subd. 2. A party may also move for modification of an award when there is a miscalculation of figures or an award is made on a matter not submitted to the arbitrator; an application for modification must be made within 90 days of delivery of the award. Minn. Stat. § 572.20, subd. 1. We reject appellant's challenge to confirmation of the award on both grounds asserted.

Here, more than 90 days elapsed between delivery of the arbitration award to respondent and respondent's application to the district court for confirmation of the award. During this time, appellant made no motion to the district court to vacate, modify, or correct the arbitration award pursuant to Minn. Stat. § 572.19 or § 572.20, nor did it seek determination of coverage issues by any other means, such as through a declaratory judgment action, or request a stay.¹ Appellant has failed to preserve its right to object to the arbitration award on the statutory bases.

With respect to the medical provider's alleged fraud, we have previously held that there is no precedent for vacating an arbitration award based on fraud committed by someone who is not a party to the arbitration proceeding. *In re Claims for No-Fault Benefits Against Progressive Ins. Co.*, 720 N.W.2d 865, 871-72 (Minn. App. 2006), review denied (Minn. Nov. 22, 2006). In that case, we affirmed the district court's denial of the insurer's request for a stay pending the outcome of the federal lawsuit, based on the purposes of the No-Fault Act, "to 'speed the administration of justice, to ease the burden of litigation on the courts of this state, and to create a system of small claims

¹ Appellant has filed a federal lawsuit against various medical providers, but respondent is not a party to that lawsuit and appellant has made no claim that respondent is a party to the alleged fraud.

arbitration to decrease the expense of and to simplify litigation.”” *Id.* at 873 (quoting Minn. Stat. § 65B.42(4) (2004)). We see no reason to deviate from this principle here.

Affirmed.