

**AMERICAN ARBITRATION ASSOCIATION
NO-FAULT/ACCIDENT CLAIMS**

In the Matter of the Arbitration between

(Claimant)

v.
FIRST TRENTON INSURANCE COMPANY
(Respondent)

AAA CASE NO.: 18 Z 600 10487 02
INS. CO. CLAIMS NO.: BF136895
DRP NAME: Barry K. Odell
NATURE OF DISPUTE: REASONABLE
AND NECESSARY.

AWARD OF DISPUTE RESOLUTION PROFESSIONAL

I, THE UNDERSIGNED DISPUTE RESOLUTION PROFESSIONAL (DRP), designated by the American Arbitration Association under the Rules for the Arbitration of No-Fault Disputes in the State of New Jersey, adopted pursuant to the 1998 New Jersey "Automobile Insurance Cost Reduction Act" as governed by *N.J.S.A. 39:6A-5, et. seq.*, and, I have been duly sworn and have considered such proofs and allegations as were submitted by the Parties. The Award is **DETERMINED** as follows:

Injured Person(s) hereinafter referred to as: K.A.

1. ORAL HEARING held on APRIL 7, 2003.

2. ALL PARTIES APPEARED at the oral hearing(s)

Respondent appeared telephonically.

3. Claims in the Demand for Arbitration were NOT AMENDED at the oral hearing (Amendments, if any, set forth below). STIPULATIONS were made by the parties regarding the issues to be determined (Stipulations, if any, set forth below).

1. The parties stipulate that the provisions of AICRA apply to the within claim.

4. FINDINGS OF FACTS AND CONCLUSIONS OF LAW:

The within matter arises from an automobile accident which occurred on AUGUST 15, 2001. The parties have stipulated that the provisions of AICRA apply to the within claim.

At issue are the bills of Advanced Spinal Care Center for treatment provided to K.A., a five year old boy. The bills and assignments were annexed to the initial Demand. The amount claimed was amended by way of Claimant's Arbitration Statement dated April 7, 2003, to \$906.76, plus interest.

The first portion of the claim is in the amount of \$586.24 for treatment from September 5, to September 25, 2001. Claimant alleges that this amount, adjusted for the fee schedule, is unpaid. Respondent argues that this amount is paid and has produced a check in the amount of \$566.44 for these dates of treatment. An EOB was attached to the Respondent's statement showing the fee schedule adjustments to the \$704.00 bill. No contrary argument to contest this supplemental, post oral hearing submission has been received. I find that based upon the argument presented that this portion of the bill is paid in full.

The remaining issue is the three dates alleged to be unpaid after the termination of benefits. On February 7, 2002 Dr. Dudick, respondent's expert, authorized four more treatments. The three treatments claimed do not exceed that amount but are slightly outside the time allowed by Dr. Dudick. I find that this treatment is medically necessary. The February 8, 2002 letter from Respondent stated, "This authorization is for a total of 4 visits only. This is for physical therapy and chiropractic manipulation. The total amount of visits is not to exceed 4." The care provided did not exceed four visits. I award \$270.00, the fee schedule adjusted amount for the three denied visits. I find that Claimant at all times complied with the Pre-Certification requirements, and no Pre-Certification penalties were warranted. I also award interest as per claimant's computation. The amount awarded is subject to no further reductions.

Claimant has submitted a Certification of Services seeking counsel fees and costs in the amount of \$1,670.00 representing 8.35 hours of legal services at a rate of \$200.00 per hour. This is a form Certification of Services not specifically tailored to this particular file. Three hours is listed as being expended in preparing for, traveling to and attending this hearing. An Arbitration Statement was prepared. No discovery was engaged in. \$270 was recovered. An oral hearing was attended. Based upon a review of the file, I find that a counsel fee in the amount of \$900.00 would be consonant with both the amount of the award and with Rule 1.5 of the Supreme Court Rules of Professional Conduct. See, Enright v. Lubow, 215 N.J. Super. 306 (App. Div) cert. den. 108 N.J. 193 (1987). I also award reimbursement of costs in the amount of \$325.00 representing the filing fee only.

5. MEDICAL EXPENSE BENEFITS:

Awarded

Provider	Amount Claimed	Amount Awarded*	Payable to
Advanced Spinal Care Center	\$906.76	\$270.00	Provider

Explanations of the application of the medical fee schedule, deductibles, co-payments, or other particular calculations of Amounts Awarded, are set forth below.

*Amount awarded is subject to no further reduction.

6. INCOME CONTINUATION BENEFITS: Not In Issue

7. ESSENTIAL SERVICES BENEFITS: Not In Issue

8. DEATH BENEFITS: Not In Issue

9. FUNERAL EXPENSE BENEFITS: Not In Issue

10. I find that the CLAIMANT did prevail, and I award the following COSTS/ATTORNEYS FEES under N.J.S.A. 39:6A-5.2 and INTEREST under N.J.S.A. 39:6A-5h.

(A) Other COSTS as follows: (payable to counsel of record for CLAIMANT unless otherwise indicated): \$325.00

(B) ATTORNEYS FEES as follows: (payable to counsel of record for CLAIMANT unless otherwise indicated): \$900.00

(C) INTEREST is as follows: Awarded in the amount of \$21.37, payable to the provider

This Award is in **FULL SATISFACTION** of all Claims submitted to this arbitration.

May 26, 2003
Date

Barry K. Odell, Esq.