

AMERICAN ARBITRATION ASSOCIATION
NO-FAULT/ACCIDENT CLAIMS

In the Matter of the Arbitration between

(Claimant)

v.
OHIO CASUALTY GROUP
(Respondent)

AAA CASE NO.: 18 Z 600 12204 02
INS. CO. CLAIMS NO.: 01717657
DRP NAME: Ronald I. Parker
NATURE OF DISPUTE: Causation

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: Patient and assignor.

1. ORAL HEARING held on April 17, 2003.
2. ALL PARTIES APPEARED at the oral hearing(s) .

NO ONE appeared telephonically.

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

4. FINDINGS OF FACTS AND CONCLUSIONS OF LAW:

Assignor, a 21-year-old female, was involved in an automobile accident on November 6, 2001, and began seeing Claimant on November 13, 2001 with complaints of neck pain, low back pain, headaches, etc. Claimant submits hand-written notes regarding testing on that day as well as treatment notes from 12/4/01 through 3/26/02. The record also contains a physical therapy evaluation on November 14, 2001, a re-evaluation and a report from Dr. Edmund Matzal dated April 22, 2002.

Respondent initially argues that the patient's injuries may not be causally related to the accident since the patient's name was not on the original police report and the patient did not seek medical attention for one week after the accident. Subsequently,

Respondent acknowledge that in taking the testimony of the driver of the car that was in the accident with the patient's car, that person indicated that a woman with a small child was in the car that was struck and that the child was approximately the same age as the woman's whose car struck the patient's car. Patient in her testimony stated she was in the car and she did not know why the police did not put her name down but she has a child of the same age (approximately 3 years old) as the child in the car that struck hers and that the reason for her delay seeking medical attention was that she first sought medical attention for her child and then for herself. I therefore FIND that causation has been established.

Respondent next argues that the patient in her Affidavit of No Insurance set forth her birthday as April 13, 1990 and her Social Security Number as 584-81-3422. The individual who was driving the car stated that he had a woman in the car whose age was 37-years-old rather than 21 years of age, which was the patient's age. Patient, however, testified credibly that she was in the car. I therefore FIND that patient was the individual in the vehicle which was struck in the accident.

Respondent next argues that the patient's Social Security card was issued in Puerto Rico but that the patient herself stated that she received a Social Security card from her mother when she was about 14 years of age. Patient also states that it is possible that after she was born her mother returned to Puerto Rico temporarily and secured the Social Security card there before giving it to her when she was 19 years of age. Based upon the testimony given including an original Social Security card offered into evidence and an original birth certificate offered into evidence I FIND that the patient's correct Social Security Number was 584-81-3422 and that she was born in the United States.

Respondent also argues that in search of Social Security numbers it found the patient's name listed with different Social Security numbers or that other individuals have the patient's Social Security Number as being listed on a report from a search firm known as Choice Point. As indicated above, patient offered an original Social Security card bearing her name and the number. Patient also offers into evidence a Fraud Prevention Affidavit and a printout from the Social Security Administration indicating that for one "Farrah, Ortiz" their records indicate a Social Security Number of 584-81-4322.

I therefore FIND based upon all of the documentation submitted as well as the credible testimony of the patient that this patient was in a vehicle that was struck, did have complaints that were caused by the accident, was treated for those complaints and is the correct individual whose Social Security number is listed above. I therefore CONCLUDE that Respondent pay all outstanding bills.

N.J.A.C. 11:3-5.6 by Amendment adopted 10/13/00 provides that an "award may include attorney's fees for a successful claimant in the amount consonant with the award and with Rule 1.5 of the Supreme Court's Rule of Professional Conduct." Among the factors to be considered when determining the reasonableness of the fee are the time and labor required, the skill requisite to perform the legal services properly, the fee

customarily charged in locality for similar legal services, the amount involved and the results obtained. Claimant having prevailed, I award legal fees in accordance with AAA Rule 30 in Section 10(B) below.

5. MEDICAL EXPENSE BENEFITS:

Awarded

Provider	Amount Claimed	Amount Awarded	Payable to
Newark Rehab. Center	\$3,534.47	\$2,510.42**	Newark Rehab Center

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

**Subject to co-payment and deductible, if any since this amount has been fee scheduled.

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 plus \$2.50 for copies

(B) ATTORNEYS FEES as follows: (payable to counsel of record for CLAIMANT unless otherwise indicated): \$1,300.00

(C) INTEREST is as follows: No interest calculation has been provided and, thus, Claimant has been deemed to waive same.

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

5/9/03

Date

Ronald I. Parker, Esq.