

CASE NO.

defenses raised were considered by this DRP. Among the records and reports made part of the record were those of Peter Cerenzo, DC, submitted by claimant.

Respondent relies on the peer review report of Marie Addesa, DC for the termination of benefits.

A fair review of the credible medical evidence before me discloses that LR suffered from knee, lower back, neck and shoulder complaints, including pain, stiffness and significant limitation of range of motion. LR testified at the time of the hearing, and I find her testimony to be credible, consistent and helpful in arriving at a determination in this matter. LR testified that she experienced pain extending from her low back into her left leg, which was "very intense" at times, as well as neck pain and stiffness. LR further testified that the benefit from Dr. Cerenzo's treatment increased progressively over time, particularly after the first month, and it ultimately helped restore range of motion and decrease pain. Any break in treatment over the relevant time period, according to LR, would result in a "flare up" of symptoms with increased pain and limitation of function. The credible medical evidence discloses that LR realized benefit and advances in the healing process from the treatment rendered which is at issue in this arbitration.

I do not find the medical opinion expressed in respondent's submission to be persuasive. According deference to the opinions of the treating care providers as provided for by law, and based on the credible medical evidence in the record before me, I find that the treatment at issue in this arbitration was reasonable and medically necessary to treat accident related injuries. I conclude the bills at issue are payable as medical expense benefits by the respondent subject to relevant fee schedule, co-pay and deductible, if any.

Claimant's attorney is entitled to reasonable attorney's fees, and by application of RPC 1.5, and in view of the time and skill necessary to reasonably prepare and present this case, I find that fee to be \$1,100.00.

##### 5. MEDICAL EXPENSE BENEFITS:

Awarded

Provider	Amount Claimed	Amount Awarded	Payable to
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Provider	Amount Claimed	Amount Awarded	Payable to
Cerenzo Chiropractic	\$3,500.00	\$3,500.00	Provider

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

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): \$1,100.00

(C) INTEREST is as follows: waived per the Claimant. \$ .

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

October 3, 2003

Date

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Michael F. Carnevale II, Esq.