

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

In the Matter of the Arbitration between

(Claimant)

v.

Liberty Mutual Insurance Company
(Respondent)

AAA CASE NO.: 18 Z 600 15488 02

INS. CO. CLAIMS NO.: LA-000782586-02

DRP NAME: Barry K. Odell

NATURE OF DISPUTE: PPO Agreement

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: A.J.

1. ORAL HEARING held on April 17, 2003.
2. NO ONE APPEARED at the oral hearing(s) for Respondent.

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:

The within matter arises from an automobile accident which occurred on May 15, 2000. Based upon the date of the accident, I find that the provisions of the 1998 New Jersey “Automobile Insurance Cost Reduction Act” do apply to the within claim.

At issue are the bills of Allcare Medical and Rehabilitation Group. The insured, A.J., treated with this provider under the care of a Dr. Paul, who had been previously with Old Hook Medical Group, PA, a separate entity with a separate Tax ID Number. He later became the medical director of Allcare Medical and Rehabilitation Group. Allcare and CHN/PPO Network began negotiations to enter into a contract so Allcare Medical and Rehabilitation Group could join the CHN/PPO Network, but they were never finalized. However, CHN began to take PPO reductions in the bills of Allcare Medical and

Rehabilitation Group. It seems from the proofs presented that Old Hook Medical Group had been a CHN Member. Claimant argues that based on the proofs presented; certifications, contracts, billing information and correspondence, that it is clear that no contract existed between CHN and Allcare Medical and Rehabilitation Group and that the reductions were taken in error. The outstanding balance claimed is \$445.00

No opposition has been submitted to this Demand. Telephone calls were placed at the time of hearing to representatives of Respondent with no reply. As of the date of this award, nothing has been presented to contest the claim.

I make no findings as to the validity of any CHN/PPO agreement. I do find that based on the evidence provided, that it is uncontroverted that Allcare Medical and Rehabilitation Group was not a signatory to a contract with CHN and that Respondent was not entitled to any CHN/ PPO reduction. Dr. Paul did sign a PPO agreement on behalf of Old Hook, a separate employer and entity and this would in no way bind Allcare.

Based upon the uncontroverted evidence presented, I award the entire amount claimed, \$445.00. I also award interest as claimed in the amount of \$62.72.

Claimant has submitted a Certification of Services seeking counsel fees (\$1875.00) and costs (\$325.00) in this matter. I note that no discovery was engaged in, oral hearing was requested by Claimant, and that no complex or novel legal issues were involved in the handling of this matter. Based upon a review of the file, I find that a counsel fee in the amount of \$750.00 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

| | | | |
|--|----------|----------|----------|
| Allcare Medical and Rehabilitation Group | \$445.00 | \$445.00 | 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 adjustment.

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): \$750.00

(C) INTEREST is as follows: Awarded in the amount of \$62.72.

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

May 19, 2003
Date

Barry K. Odell, Esq.