

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

In the Matter of the Arbitration between

(Claimant)

v.
NEW JERSEY RE-INSURANCE
(Respondent)

AAA CASE NO.: 18 Z 600 02446 01
INS. CO. CLAIMS NO.: 2000-652791
DRP NAME: Ronald I. Parker
NATURE OF DISPUTE: Fee Schedule,

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 January 30, 2002.
2. ALL PARTIES APPEARED at the oral hearing(s) .

NO ONE appeared telephonically.

3. Claims in the Demand for Arbitration were AMENDED and permitted by the DRP 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).

Claim reduced from \$3,751.50 to \$3,571.50.

4. FINDINGS OF FACTS AND CONCLUSIONS OF LAW:

Assignor was involved in an automobile accident on May 7, 2000. There is no dispute as causality or the reasonableness or medical necessity of the treatments given to the patient.

Claimant asserts that the Respondent incorrectly reduced its outstanding bills by treating the two separate providers as one provider and taking reductions for fees paid on the basis of a multiple modality since both providers were in the same building.

I FIND that these two Claimants are separate organizations though they are located in the same building. I further FIND that the treatments provided to the patient were separate and apart by each of the treating facilities and that the Respondent incorrectly applied the multiple modality fee reduction in paying for outstanding bills. I CONCLUDE that Respondent pay for 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
Walnut Medical Associates	\$1,238.00	\$1,238.00**	Walnut Medical Associates
Walnaka Acupuncture	\$2,333.50	\$2,333.50**	Walnaka Acupuncture

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 fee schedule, co-payment and deductible, if any.

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): \$1,000.00

(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.

3/21/02
Date

Ronald I. Parker, Esq.