

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

In the Matter of the Arbitration between

(Claimant)

NJM

(Respondent)

v.

AAA CASE NO.: 18 Z 600 03347 01

INS. CO. CLAIMS NO.: 99-591486-02

DRP NAME:

Maureen McGovern Johnston

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: BS.

1. ORAL HEARING held on February 11, 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:

Claimant seeks the outstanding billing for services provided to BS for treatment of injuries sustained in an auto accident on September 8, 1999. The outstanding testing at issue represents three MRIs, the left shoulder, left humerus and right forearm. Respondent appeared at the hearing advising that, upon review, the left shoulder MRI should have been paid at 50%. Claimant does not have proof of such payment to date. Therefore, that portion of the demand is awarded. I note, and Respondent admits that there is no proof of pre-certification of any of the MRI testing. Because it is

approximately one year after the date of the accident, it was beyond the AICRA Carepaths and the pre-certification would have been necessary.

The other testing was to the left humerus and the right forearm. The Claimant provided the following medical documentation: 9/10/99 doctor's note referencing a left arm injury. Notes from Dr. Jazcult dated 6/1/00 indicate "nerve damage, stiff left arm from 9 mos. ago pain with physical (activity?) L arm upper" On 8/14/01 the same doctor diagnosed post traumatic syndrome, HND/neuropathy, migraine depression. Dr. Jazcult's narrative report was also considered. There is a report from Dr. Robbins. It appears to be an IME from June 2002. He was not convinced of any arm injury. On September 20, 2000 Dr. Brand consulted with this patient. He noted only left- sided complaints and determined that it may be post-traumatic but considered underlying inflammatory changes.

Respondent provided a neurological IME by Dr. Vaccaro on December 26, 2000. he notes that EMG studies revealed a compressive neuropathy of the left median nerve . A cervical MRI indicated cervical bulging. His neurological exam showed decreased pin prick in the left forearm and mild breakaway weakness. He opined that the injury to the left median nerve may have occurred from the car accident.

Based on my review of all of the medicals submitted I find that the MRIs to the left humerus and shoulder should be paid. That portion of the claim is awarded at 50%. There is little connection between the right arm complaints and the auto accident. Accordingly, that portion of the claim is denied.

Attorney fees are awarded in accordance with RPC 1.5. I am compelled to comment affidavit of services is extremely thorough and complete. I disagree with Respondent that some of the later charges were unnecessary. Clearly, the claim would not have been paid at all without the effort of Counsel in obtaining the documentation, no matter when it was produced.

5. MEDICAL EXPENSE BENEFITS:

Awarded

Provider	Amount Claimed	Amount Awarded	Payable to
MRNJ	\$3,150	\$920.00	provider

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

No further reductions

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

(B) ATTORNEYS FEES as follows: (payable to counsel of record for CLAIMANT unless otherwise indicated): \$1,240

(C) INTEREST is as follows: waived per the Claimant. Because no calculation of interest was submitted. Same is deemed waived.

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

Maureen McGovern Johnston, Esq.

DATE: May 12, 2003