

APPEAL PANEL DECISION FORM

I. CLAIMANT AND CLAIM INFORMATION

Claimant Name	Last/Name of Business ████████████████████	First ██████████	Middle ██████████
Claimant ID	██████████	Claim ID	██████████
Claim Type	Business Economic Loss		
Law Firm	████████████████████		

II. DECISION

Denial Upheld

Denial Overturned

III. PRIMARY BASIS FOR PANELIST DECISION

Please select the primary basis for your decision. You may also write a comment describing the basis for your decision.

- Claim should have been excluded.**
- Claim should have been denied.**
- Claim should not have been excluded.**
- Claim should not have been denied.**
- No error.**

Comment (optional):

████████████████████ filed this Business Economic Loss claim under the Settlement Agreement. The Claims Administrator denied the claim on the grounds that Claimant's business does not meet the definition of a "Facility" under the Settlement Agreement. Claimant sought reconsideration and the Claims Administrator again denied the claim. ██████████ appeals. The Settlement Agreement defines "Facility" as a "separate and distinct physical location of a Multi-Facility Business at which it performs or manages its operations." Ex. 5, at 2. To implement the Settlement Agreement, the Claims Administrator promulgated Policy 467. It defines a "Facility" as: (a) A separate and distinct physical structure or premises; (b) Owned, leased, or operated by the Business Entity; (c) At which the Business Entity performs and/or manages its operations. Policy 467, at 5. ██████████ is a professional corporation employing ██████████ radiologists. These physicians provide radiology services at five different hospitals. Claimant contends that the reading rooms within each of the five hospitals constitute separate facilities and meet the definition of "Facility" in the Settlement Agreement. Claimant submitted a signed statement from its CPA, ██████████, explaining the nature of its operations. ██████████ states that ██████████ has a contract with ██████████ to provide radiology services for all five of ██████████' imaging locations. ██████████ provides a reading room to Claimant. However, Claimant does not pay rent or lease expenses on the reading room. See Claimant's Opening Memorandum at 3, citing Doc.



ID [REDACTED]. There is no evidence that Claimant pays for janitorial services, electricity, or other items a tenant normally has. In fact, it is clear from the record, despite Claimant's excellent briefing, that the only service provided is the contracted for radiology service. Provision of the service alone does not permit Claimant to meet the definition of "Facility" under the Settlement Agreement. Claimant suggests Policy 467 is not binding on the Appeals Panel and it should be disregarded. It is true that Policy 467 is not binding; however, it is salient and sound. The Claims Administrator's denial is affirmed.