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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNIVERSITY SPINE CENTER PC, *Plaintiff*, -against- UNITED HEALTHCARE INSURANCE COMPANY, *Defendant.*	Case No.: **NOTICE OF REMOVAL**

TO THE HONORABLE JUDGES OF THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY:

PLEASE TAKE NOTICE that Defendant UnitedHealthcare Insurance Company s/h/a United Healthcare Insurance Company ("United" and/or "Defendant") removes the above-entitled action filed by Plaintiff, University Spine Center PC ("Plaintiff"), presently of record at Civil Action No. PAS-L-002574-26 in the Superior Court of New Jersey, Law Division, Passaic County, to this Court pursuant to 28 U.S.C. §§ 1441 and 1446. In support of removal, Defendant would show unto the Court as follows:

1. On or about July 24, 2026, Plaintiff commenced an action against Defendant in the Superior Court of New Jersey, Law Division, Passaic County. The suit is styled *University Spine Center PC v. United Healthcare Insurance Company*, Civil Action No. PAS-L-002574-26.

2. Plaintiff served a copy of the Summons and Complaint on Defendant's registered agent, CT Corporation System, in the State of New Jersey via process server on July 30, 2026. A true and correct copy of the Summons and Complaint is attached hereto as **Exhibit A**.[1]

3. The Complaint ("Compl.") asserts eight (8) New Jersey state law-based causes of action against Defendant for unjust enrichment, quantum meruit, breach of express contract (click-wrap – NSA IDR), breach of implied covenant of good faith and fair dealing, declaratory judgment, account stated, third-party beneficiary (pled alternatively), and violation of New Jersey Prompt Payment of Claims Act. All of these causes of action are based on Defendant's purported failure to pay the written final determinations of a Certified Independent Dispute Resolution Entity ("CIDRE") as required by the Federal No Surprises Act, 42 U.S.C. §300gg-111 ("NSA"). (*See* Compl., ¶ 16). Specifically, Plaintiff seeks damages in the amount of $253,742.00 under its unjust enrichment and quantum meruit causes of action, and $226,477.60 in damages under its breach of express contract/click-wrap NSA IDR count. (*i.e.*, the amount of the CIDRE Awards at issue and "Plaintiff's billed charges and other objective indicators of value," together constituting "the full reasonable value of Plaintiff's services", "the fair and reasonable value for the medical services" rendered, and "the amount[s] determined by the CIDRE."). (*See id.*, ¶¶ 32, 41, 60).

4. Defendant removes this lawsuit to federal court based on federal question jurisdiction pursuant to 28 U.S.C. §§1331, 1441(a), and diversity of citizenship jurisdiction pursuant to 28 U.S.C. §§1332, 1441(b).

5. By filing this Notice of Removal, Defendant does not waive its right to object to venue, jurisdiction or service of process, and specifically reserves the right to assert any defenses and/or objections to which it may be entitled.

[1] All other documents included on the State Court's docket are attached hereto as **Exhibit B**.

THIS ACTION IS REMOVABLE ON THE BASIS OF FEDERAL QUESTION JURISDICTION UNDER 28 U.S.C. § 1441(a)

6. This case is removable to federal court because Plaintiff's claims in the Complaint give rise to jurisdiction under 28 U.S.C. § 1331 as this action posits a federal question that is necessarily raised, actually disputed, substantial, and capable of resolution in federal court without disrupting the federal-state balance approved by Congress. As such, the Court has federal question jurisdiction over this matter under 28 U.S.C. § 1331.

7. Federal jurisdiction exists when a federal question is presented on the face of the complaint. *See Caterpillar, Inc. v. Williams*, 482 U.S. 386, 392 (1987). Even if a complaint only asserts state-law claims, removal jurisdiction may be appropriate if "some substantial, disputed question of federal law is a necessary element of one of the well-pleaded state claims." *Franchise Tax Bd. v. Constr. Laborers Vacation Trust*, 463 U.S. 1, 13 (1983). Federal jurisdiction over a state law claim will exist if a federal issue is: (1) necessarily raised, (2) actually disputed, (3) substantial, and (4) capable of resolution in federal court without disrupting the federal-state balance approved by Congress. *Gunn v. Minton*, 568 U.S. 251, 258 (2013).

8. A complaint need not invoke a federal law in order to 'arise under' it for removal purposes. *U.S. Express Lines Ltd. v. Higgins*, 281 F.3d 383, 389 (3d Cir. 2002). Either a federal law creates the cause of action or the plaintiff's right to relief necessarily depends on resolution of a substantial question of federal law. *See Empire Healthchoice Assurance Inc. v. McVeigh*, 547 U.S. 677, 690 (2006) (citing *Franchise Tax Bd.*, 463 U.S. at 27-28). If a court concludes that a plaintiff has "artfully pleaded" claims, it may uphold removal even though no federal question appears on the face of the complaint if the court can "peer through what are ostensibly wholly state claims to discern the federal question lurking in the verbiage." *See U.S. Express*, 281 F.3d at 389.

9. The foregoing requirements for showing a substantial question of federal law giving rise to federal jurisdiction under Section 1331 are met in this case.

10. First, each of Plaintiff's claims necessarily states and raises a federal issue. Specifically, each of Plaintiff's claims is premised on an Independent Dispute Resolution ("IDR") award that was obtained under the No Surprises Act ("NSA"), 42 U.S.C. §300gg-111(c)—the federal regulatory framework for out-of-network providers, like Plaintiff, and health insurers, like United, to resolve certain out-of-network payment disputes. (Compl., ¶¶ 16-18, 20, 32, 37, 60, 65, 70.b, 76, 86, 92-95).

11. Plaintiff asserts that the NSA establishes a federal IDR process to determine the reimbursement for out-of-network and/or emergency services. (*Id.*, ¶¶ 16-17).

12. When Plaintiff disagreed with the initial payment determinations by United, it "sought proper reimbursement of those disputes pursuant to the NSA." (*Id.*, ¶ 18).

13. Plaintiff asserts that the NSA "provides an alternative, streamlined route to determine the amount owed between the parties," and cites *Modern Orthopaedics of NJ v. Premera Blue Cross*, No. 25-cv-1807 (BRM)(JSA), 2025 WL 3063648 (D.N.J. Nov. 3, 2025), in asserting that "Plaintiff's remedy lies in state law causes of action." (*Id.*, ¶ 20).

14. However, the NSA expressly bars judicial review of IDR awards except in limited situations that are inapplicable here. *See* 42 U.S.C. §300gg-111(c)(5)(E)(i)(II); *Freeman Pain Institute P.A. v. Horizon Blue Cross Blue Shield of N.J.*, No. 25-cv-2507 (SRC), 2025 WL 3268289, at *6 (D.N.J. Nov. 24, 2025).

15. Indeed, the "NSA establishes a clear administrative enforcement scheme, specifying the *exclusive* process for resolving out-of-network payment disputes and limiting judicial review to the narrow vacatur provisions set forth in FAA §10(a), none of which apply here." *Freeman Pain*, 2025 WL 3268289, at *7 (emphasis in original).

16. Nonetheless, Plaintiff asserts that the reimbursement it seeks is governed by the No Surprises Act (Compl., ¶ 16), but that it is able to enforce this purported federal right through state law causes of action. Specifically, Plaintiff's First Cause of Action for unjust enrichment and Second

Cause of Action for quantum meruit seek to recover, among "other objective indicators of value," "the amounts awarded through the IDR process." (*Id.*, ¶ 32). Plaintiff's Third Cause of Action for breach of contract requires this Court to determine whether Defendant's participation in a federally mandated IDR process creates a contractual relationship between the parties and its Fourth Cause of Action for breach of the covenant of good faith and fair dealing is entirely premised on this purported contractual relationship under the NSA. (Compl., ¶¶ 42-67). Plaintiff's Fifth Cause of Action seeks a declaratory judgment that Defendant is "obligated to reimburse Plaintiff in accordance with applicable law, governing agreements, and binding dispute resolution mechanisms, including those to which Defendant expressly assented through participation in the IDR process." (*Id.*, ¶ 70.b). Plaintiff's Sixth Cause of Action for account stated likewise asks the Court to conclude that, because Defendant did not issue on the original claims, it implicitly agreed as to the correctness of the amounts due, as supported by evidence of the IDR awards. (*Id.*, ¶ 76). Plaintiff's Seventh Cause of Action for third party beneficiary cites "Defendant's refusal to comply with the binding IDR determinations." (*Id.*, ¶ 86). Plaintiff's Eighth Cause of Action for violation of the New Jersey Prompt Payment of Claims Act is premised on United's purported failure to "comply with the IDR determinations." (*Id.*, ¶ 95). Thus, resolution of each of Plaintiff's claims necessarily requires the Court to analyze and apply the provisions of the NSA. In short, the entirety of this action turns on questions of federal law.

17. Second, the foregoing federal issues are substantial and disputed. Plaintiff does not possess a private right of action under the NSA. *See Guardian Flight LLC v. Health Care Service Corp.*, 140 F.4th 271 (5th Cir. 2025). Moreover, United disputes that Plaintiff has a right to enforce or confirm an IDR award under the NSA. *See Modern Orthopaedics of NJ*, *supra*; *Freeman Pain*, 2025 WL 3268289; *see also* Med-*Trans Corp. v. Capital Health Plans, Inc.*, No. 22-cv-1077 TJC-JBT, 2023 WL 7188935 (M.D. Fla. Nov. 1, 2023); *Guardian Flight, LLC, et al. v. Aetna Health Inc.*, No. 22-cv-03805-AHB, 2024 WL 484561 (S.D. Tex. Jan. 6, 2024). The NSA's comprehensive remedial scheme preempts Plaintiff's

state claims. *See, e.g.*, *Buckman Co. v. Plaintiffs' Legal Comm.*, 531 U.S. 341, 348 (2001); *Umland v. PLANCO Fin. Servs., Inc.*, 542 F.3d 59, 64 (3d Cir. 2008). Plaintiff cannot circumvent its lack of a private right of action and the NSA's exclusive administrative enforcement scheme by dressing up its IDR award enforcement lawsuit in state-law causes of action. *See*, *e.g.*, *Umland*, 542 F.3d at 66; *see also Astra U.S.A., Inc. v. Santa Clara Cnty., Cal.*, 563 U.S. 110, 118 (2011).

18. Third, the Court can exercise jurisdiction here without disturbing any congressionally approved balance of federal and state judicial responsibilities. Here, as detailed above, the complex regulatory and IDR process under the NSA is at the forefront of this dispute. Such a regulatory scheme requires a degree of national uniformity that only a federal court can provide. Indeed, several U.S. district courts around the country have held that out-of-network providers, like Plaintiff, do not have a right of action to enforce IDR awards outside of the NSA's existing administrative remedies.[2] In the wake of those decisions, Plaintiff and other out-of-network providers have run to state courts seeking to sidestep those courts' decisions and obtain inconsistent rulings to countenance their IDR enforcement lawsuits.

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[2] *See, e.g.*, *T.V. Seshan M.D., P.C. v. Blue Cross Blue Shield Association*, No. 25-cv-1522 (CS), 2025 WL 3496382 (S.D.N.Y. Dec. 5, 2025); *East Coast Advanced Plastic Surgery, LLC v. Cigna Health and Life Insurance Company*, 2025 WL 2371537, at *17 (S.D.N.Y., Aug 14, 2025); *Modern Orthopaedics of NJ*, 2025 WL 3063648, at *5-7; *Specialtycare Inc., et al. v. Aetna, Inc.*, No. 25-cv-224, 2025 WL 3719227 (M.D. Pa. Dec. 23, 2025); *Worldwide Aircraft Servs. Inc. v. Freedom Life Ins. Co. of Am.*, No. 25-cv-01158 (WFJ)(AEP), 2025 WL 3551397 (M.D. Fla. Dec. 11, 2025); *Mitchell F. Reiter MD PC v. Horizon Blue Cross Blue Shield of New Jersey*, No. 25-cv-12526 (WJM), 2025 WL 3514300, at *5 (D.N.J. Dec. 8, 2025); *Interventional Pain Management v. Horizon Blue Cross Blue Shield of New Jersey*, No. 25-cv-12032 (SRC), 2025 WL 3470569, at *9 (D.N.J. Dec. 3, 2025); *Gregory v. Horizon Blue Cross Blue Shield of New Jersey*, No. 25-cv-02022 (SRC), 2025 WL 3459708, at *8 (D.N.J. Dec. 2, 2025); *Douglas Spiel, MD, PA, v. Horizon Blue Cross Blue Shield of New Jersey*, No. 25-cv-14769 (SRC), 2025 WL 3459719, at *8 (D.N.J. Dec. 2, 2025); *Complete Medical Wellness LLC v. Horizon Blue Cross Blue Shield of New Jersey*, No. 25-cv-04177 (SRC), 2025 WL 3443620, at *8 (D.N.J. Dec. 1, 2025); *Garden State Pain Management v. Horizon Blue Cross Blue Shield of New Jersey*, No. 25-cv-05679 (SRC), 2025 WL 3443243, at *8 (D.N.J. Dec. 1, 2025); *Worldwide Aircraft Services, Inc. v. United Healthcare*, No. 24-2527 (TPB)(LSG), 2025 WL 3312169, at *2 (M.D. Fla. Nov. 28, 2025); *Northeast Neurosurgical Associates v. Horizon Blue Cross Blue Shield of New Jersey*, No. 25-cv-06288 (SRC), 2025 WL 3282210, at *6 (D.N.J. Nov. 25, 2025); *Freeman Pain Institute P.A. v. Horizon Blue Cross Blue Shield of N.J.*, No. 25-02507 (SRC), 2025 WL 3268289, *7 (D.N.J. Nov. 24, 2025).

19. For the foregoing reasons, the Complaint raises a substantial question of federal law that gives rise to jurisdiction under 28 U.S.C. §1331.

20. If there is a single federal question present in the complaint, then a district court "ha[s] supplemental jurisdiction over all other [related] claims." 28 U.S.C. §1367. Specifically, under 28 U.S.C. §1367(a), "in any civil action of which the district courts have original jurisdiction, the district courts shall have supplemental jurisdiction over all other claims that are so related to claims in the action within such original jurisdiction that they form part of the same case or controversy under Article III of the United States Constitution."

21. Thus, this Court has supplemental jurisdiction over any otherwise non-removable claims and/or causes of action at issue and may determine all issues therein. Likewise, the Court can and should exercise supplemental jurisdiction under 28 U.S.C. §1367 over any such claims. Accordingly, this Court has jurisdiction over this entire action, and removal of the entire action is proper even when removable claims are joined with non-removable ones.

THIS ACTION IS REMOVABLE ON THE BASIS OF DIVERSITY OF CITIZENSHIP JURISDICTION UNDER 28 U.S.C. § 1441(b)

22. 28 U.S.C. §1332(a)(1) provides, in pertinent part, that "[t]he district courts shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of $75,000, exclusive of interest and costs, and is between … citizens of different States." The party seeking removal bears the burden of establishing diversity jurisdiction. *See, e.g.*, *Rialto-Capitol Condo. Ass'n, Inc. v. Burlington Ins. Co.*, No. CV 19-12811 (KM), 2020 WL 9789866, at *2 (D.N.J. Jan. 28, 2020), *report and recommendation adopted*, No. CV 19-12811 (KM/JBC), 2020 WL 9789924 (D.N.J. Feb. 21, 2020) (citing *Johnson v. SmithKline Beecham Corp.*, 724 F.3d 337, 346 (3d Cir. 2013)).

A. This Action is Between Citizens of Different States

1. Defendant is a citizen of Connecticut.

23. Defendant UnitedHealthcare Insurance Company is a Connecticut corporation with its principal place of business in Hartford, Connecticut. It is well-settled that for purposes of diversity jurisdiction, "a corporation shall be deemed to be a citizen of any State by which it has been incorporated and of the State where it has its principal place of business." 28 U.S.C. §1332(c)(1); *Hertz Corp. v. Friend*, 559 U.S. 77 (2010).

24. Pursuant to the business record details publicly available on the Connecticut Department of State website, UnitedHealthcare Insurance Company is a Connecticut corporation with its principal place of business in Hartford, Connecticut. A true and correct copy of the relevant portion of the Business Record Details on the Connecticut Secretary of State website is attached hereto as **Exhibit C**. As such, UnitedHealthcare Insurance Company is a citizen of Connecticut for purposes of determining diversity jurisdiction. *See* 28 U.S.C. §1332(c)(1); *Hertz Corp., supra.*

2. Plaintiff is a citizen of New Jersey.

25. Plaintiff University Spine Center PC is registered with the New Jersey Department of the Treasury Division of Revenue & Enterprise Services as a New Jersey Professional Association with its principal place of business located in Wayne, NJ. (A true and correct copy of the printout related to the Plaintiff from the New Jersey Department of the Treasury Division of Revenue & Enterprise Services website attached hereto as **Exhibit D**; a true and correct copy of the short form standing certificate related to Plaintiff from the New Jersey Department of the Treasury Division of Revenue & Enterprise Services is attached hereto as **Exhibit E**; *see also* Compl., ¶ 1).

26. A professional association, like professional and other corporations, is a citizen of the state of incorporation and of the state where it has its principal place of business. *See Gov. Emps. Ins. Co. v. Menkin*, No. CV232184ZNQJBD, 2023 WL 9039567, at *6 (D.N.J. Dec. 30, 2023) (applying

professional corporation analysis to a professional association); *Dental Care of S. Jersey v. ACE Prop. & Cas. Ins. Co.*, No. CV 20-12480, 2020 WL 12188144, at *2 (D.N.J. Sept. 11, 2020) (same). Because Plaintiff is a New Jersey Professional Association with its principal place of business in New Jersey, it is a citizen of the State of New Jersey for diversity jurisdiction purposes. *See S. Freedman & Co. v. Raab,* 180 F. App'x 316, 320 (3d Cir. 2006) (holding that "a corporation is a citizen of both the state of its incorporation and the state in which it has its principal place of business"); *Dental Care of S. Jersey*, 2020 WL 12188144, at *1.

27. Accordingly, because Defendant is not a citizen of the State of New Jersey, there is complete diversity of citizenship sufficient for removal.

B. The Matter in Controversy Exceeds $75,000, Exclusive of Interest and Costs.

28. Plaintiff alleges that it is seeking damages in an amount of $253,742.00 under its unjust enrichment and *quantum meruit* causes of action, and $226,477.60 in damages under its breach of express contract/click-wrap NSA IDR count, plus fees, costs and interest. Based on the allegations of Plaintiff's Complaint, the amount in controversy exceeds the monetary threshold of $75,000, exclusive of interest and costs.

29. This case is therefore properly removed to this Court on the basis of diversity of citizenship. 28 U.S.C. §1332(a)(1).

30. By filing this Notice of Removal, Defendant does not waive its right to object to service, service of process, the sufficiency of process, venue or jurisdiction, and specifically reserves the right to assert any defenses and/or objections to which it may be entitled.

VENUE

31. The Superior Court of New Jersey, Law Division, Passaic County, is located within the District of New Jersey. Accordingly, removal to this Court complies with the venue requirements of 28 U.S.C. §1446(a).

TIMELY NOTICE OF REMOVAL

32. This Notice of Removal is timely filed in accordance with 28 U.S.C. §1446(b)(1) because the earliest date on which Defendant was served with process is July 30, 2026.

NOTICE OF FILING OF REMOVAL NOTICE

33. The written notice required pursuant to 28 U.S.C. §1446(d) will be timely filed in the Superior Court of New Jersey, Law Division, Passaic County, and served upon Plaintiff. A true and correct copy of the Notice to the State Court of Filing of Notice of Removal is attached as **Exhibit H**.

RESERVATION OF RIGHTS

34. Defendant does not waive – and hereby expressly reserves – its right to assert any and all available legal defenses, including the right to assert such defenses in subsequent proceedings.

35. Defendant does not admit any allegations in Plaintiff's Complaint.

36. Defendant reserves the right to file additional support for this Notice of Removal by way of affidavits, deposition testimony, expert testimony, discovery responses, supplemental memoranda, and legal argument.

EXECUTION UNDER FED. R. CIV. P. 11

37. This Notice of Removal is signed pursuant to Rule 11 of the Federal Rules of Civil Procedure, as required by 28 U.S.C. §1446(a).

WHEREFORE, Defendant, in this action described herein currently pending in the Superior Court of New Jersey, Law Division, Passaic County, prays that this action be removed from that court to this Honorable Court.

Dated: August 28, 2026

Respectfully submitted,

By: */s/ Matthew P. Mazzola*

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EXHIBIT A

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UNIVERSITY SPINE CENTER PC, Plaintiff, v. UNITED HEALTHCARE INSURANCE COMPANY, Defendant.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: PASSAIC COUNTY DOCKET NO.: CIVIL ACTION **COMPLAINT**

Plaintiff University Spine Center PC, by way of Complaint against Defendant United Healthcare Insurance Company, alleges as follows:

THE PARTIES

A. The Plaintiff

1. Plaintiff University Spine Center PC ("Plaintiff") is a medical practice specializing in spinal surgery, with its primary office located at 504 Valley Road, Suite 203, Wayne, New Jersey 07470. At all relevant times, Plaintiff was an out-of-network, or non-participating, healthcare provider that provided medical and surgical services to three patients[1] (the "Patients") who are covered under healthcare plans sponsored, funded, operated, controlled and/or administered by Defendant.

[1] To comply with HIPAA confidentiality and patient privacy, each patient will be identified herein only by initials.

B. The Defendant

2. Defendant United Healthcare Insurance Company maintains its corporate offices at 9900 Bren Road East, Minnetonka, Minnesota 55343. Defendant offers plans that provide healthcare coverage to its members and their dependents, as well as administrative services to self-funded plans. Its plans provide out-of-network health and medical coverage in New Jersey to patients of Plaintiff, including the Patients referenced herein.

JURISDICTION & VENUE

3. The Court has jurisdiction over Defendant because it (a) conducts business in the State of New Jersey and so derives benefits and privileges from this State, including but not limited to, contracting to provide healthcare plans to residents of New Jersey or contracting to provide plans that permit members or dependents to obtain medical care in New Jersey, and so are subject to New Jersey law, regulation, and oversight governing Defendant's health insurance plans; and/or (b) has consented to the jurisdiction of New Jersey by registering and being authorized to do business in this State.

4. The medical services at issue in this matter were rendered in New Jersey.

5. Venue is proper pursuant to Rule 4:3-2, as Plaintiff's office is located in Passaic County, New Jersey.

SUBSTANTIVE ALLEGATIONS

6. At all relevant times, Plaintiff was an out-of-network, or non-participating, healthcare provider that rendered medical and surgical services to the Patients.

7. On April 7, 2025, Plaintiff provided medical treatment to Patient I.G. at St. Joseph's Hospital, located in Paterson, New Jersey, and expected appropriate payment. At the time of treatment, Patient I.G. was a member of a health plan insured and/or administered by Defendant.

After treating Patient I.G., Plaintiff submitted a Health Insurance Claim Form ("HCFA") medical bill to Defendant seeking payment for the medical treatment rendered, itemized under Current Procedural Terminology ("CPT") code 69990 in the amount of $6,555.00.

8. In response to Plaintiff's HCFA, Defendant denied payment to Plaintiff.

9. On May 13, 2025, Plaintiff provided medical treatment to Patient M.K. at Morristown Hospital, located in Morristown, New Jersey. At the time of treatment, Patient M.K. was a member of a health plan insured and/or administered by Defendant. After treating Patient M.K., Plaintiff submitted a HCFA medical bill to Defendant seeking payment for the medical treatment rendered, itemized under the following CPT codes:

a. $55,233.10 for CPT code 22845; and

b. $58,880.90 for CPT code 22853.

10. In response to Plaintiff's HCFA, Defendant denied payment to Plaintiff.

11. On May 5, 2025, Plaintiff provided medical treatment to Patient M.M. at St. Joseph's Hospital, located in Paterson, New Jersey. At the time of treatment, Patient M.M. was a member of a health plan insured and/or administered by Defendant. After treating Patient M.M., Plaintiff submitted a HCFA medical bill to Defendant seeking payment for the medical treatment rendered, itemized under the following CPT codes:

a. $90,586.00 for CPT code 22853; and

b. $42,487.00 for CPT code 22845.

12. In response to Plaintiff's HCFA, Defendant denied payment to Plaintiff.

13. Plaintiff required the Patients to complete forms or other documents providing their insurance information. Plaintiff also generated medical records detailing the procedures performed, including operative reports and insurance claim forms referencing the amounts due.

Thereafter, Plaintiff submitted timely and appropriate claims to Defendant that included the required information and supporting documents.

14. Defendant routinely receives, processes, and partially pays claims submitted by Plaintiff, thereby acknowledging both the validity of the services rendered and its obligation to provide reimbursement.

15. At all relevant times Defendant provided the Patients with out-of-network coverage and/or emergency services coverage, thus permitting the Patients to seek treatment from Plaintiff.

16. Defendant is obligated to provide reasonable and appropriate reimbursement for out-of-network and/or emergency services in accordance with applicable state and federal law. Because Plaintiff's services were rendered emergently and/or inadvertently in a participating network facility, reimbursement for those services is governed, in part, by the No Surprises Act ("NSA"), which establishes a framework for determining reimbursement for certain out-of-network services. *See* 42 U.S.C. § 300gg-111 *et seq*. However, Plaintiff's right to recover in this action arises from independent state law causes of action and the parties' contractual and quasi-contractual obligations.

17. The NSA precludes medical providers from billing patients for amounts beyond applicable in-network cost-sharing obligations and establishes a process for determining appropriate reimbursement for out-of-network services. Under that process, when an issuer makes an initial payment or denial of payment and the provider disputes that amount, the parties must engage in a period of negotiation. If the dispute is not resolved by the end of the negotiation period, either party may initiate an Independent Dispute Resolution ("IDR") proceeding before a neutral third-party certified IDR entity ("CIDRE"), which evaluates the parties' submissions and selects

one proposed payment amount as the appropriate reimbursement. The non-prevailing party is then required to remit payment consistent with that determination within thirty (30) days.

18. With respect to the Patients and claims referenced herein, as a matter of regular business practice, Plaintiff engaged in the negotiation of disputes with Defendant and sought proper reimbursement of those disputes pursuant to the NSA. However, Defendant systematically failed to issue proper payment for the medical and surgical services rendered by Plaintiff. Instead, Defendant issued no payment at all. Defendant's actions or inactions were unlawful, improper and arbitrary. Defendant's conduct reflects a pattern and practice of systematically minimizing reimbursement obligations to out-of-network providers.

19. While Plaintiff made repeated and exhaustive efforts to address Defendant's systematic failure to issue proper payment and/or comply with state and federal law, Defendant has refused to remit payment consistent with the IDR determinations.

20. The District Court of New Jersey has repeatedly held that no private right of action exists for medical providers to compel payment of IDR determinations through the Court. *See Mod. Orthopedics of NJ v. Premera Blue Cross*, Case No. 2:25-cv-01807 (BRM) (JSA), 2025 U.S. Dist. LEXIS 215824 at * 23 (D.N.J. Nov. 3, 2025). The NSA, however, does not "preclude a provider from bringing a suit under traditional state-law causes of action." *Id*. "Far from expressing preclusive intent, the NSA's preemption clause is clear:

> [The NSA] shall not be construed to supersede any provision of State law which establishes, implements, or continues in effect any standard or requirement solely relating to health insurance issuers in connection with individual or group health insurance coverage except to the extent that such standard or requirement prevents the application of a requirement of [the NSA.]

42 U.S.C. § 300gg-23. The IDR is an opt-in process, it provides an alternative, streamlined route to determine the amount owed between the parties – it does not displace traditional state-law

remedies like unjust enrichment. *Kennedy v. UnitedHealth Grp. Inc.*, No. 25 CIV, 432, 2025 WL 1725147, at *8-9 (S.D.N.Y. June 20, 2025) (holding breach of contract and unjust enrichment claims for failure to pay for patient emergency care were not preempted by the NSA). Thus, where Plaintiff is statutorily prohibited from balance billing its patients, Plaintiff's only method of reimbursement is from Defendant, and Defendant has failed to issue proper payment for out-of-network medical services rendered by Plaintiff, Plaintiff's remedy lies in state law causes of action.

21. Plaintiff seeks damages due to Defendant's actions.

22. Plaintiff's claims are not predicated on an assignment of benefits from the Patients. Because the NSA protects a patient from balance billing, the patient has not sustained any damage and therefore does not have an Employee Retirement Income Security Act ("ERISA") cause of action (or any other) to assign to Plaintiff.

23. Notwithstanding any reference herein to the IDR process established under the NSA, Plaintiff does not seek to enforce a federal statutory right or to assert a private cause of action under the NSA. Rather, Plaintiff asserts independent causes of action arising under New Jersey statutory, regulatory and common law. Any IDR determinations referenced herein are pled as evidence of the reasonable value of services rendered and Defendant's obligations, and not as the sole basis for liability.

FIRST COUNT

UNJUST ENRICHMENT

24. Plaintiff repeats and realleges each and every allegation set forth above as if set forth in full herein.

25. Defendant received the benefits of the underlying medical services Plaintiff rendered to Defendant's members. These medical services were provided at Plaintiff's expense

and under circumstances that would make it unjust for Defendant to retain the benefits without commensurate compensation.

26. Defendant had reasonable notice that Plaintiff expected payment for the benefits conferred as it received HCFAs from Plaintiff that set forth the amounts billed for the medical services Plaintiff rendered to Defendant's members. Defendant appreciates, realizes and knows that the benefits were conferred because it issued Explanations of Benefits ("EOB") and denied payment. Thus, there was a direct connection between Plaintiff's impoverishment and Defendant's enrichment.

27. At all relevant times, Defendant refused to render appropriate payment to Plaintiff for the medical services rendered to its members covered under plans sponsored, funded, insured and/or administered by Defendant, contrary to the insurance provided by the respective plans to its members and dependents, and contrary to the common law, statutory and regulatory obligations of Defendant.

28. Defendant was paid premiums by its members for out-of-network and/or emergency services coverage and, pursuant to those premiums, Defendant was legally obligated to provide such coverage to plan members and their dependents.

29. To satisfy its coverage and legal obligations, Defendant required the services of Plaintiff to render medical services, including emergency and urgent medical care where applicable. Plaintiff did, in fact, render such medical services to Defendant's members.

30. Defendant has, therefore, received and retained a benefit as a result of Plaintiff rendering medical services that remain underpaid. Thus, Defendant has been unjustly enriched through the use of funds that earned interest or otherwise added to its profits when that money

should have been paid in a timely and appropriate manner to Plaintiff. It is against equity and good conscience to deprive Plaintiff of the funds Defendant owes.

31. As a result of Defendant's unjust enrichment, Plaintiff has suffered damages.

32. The damages sought under this Count include the full reasonable value of Plaintiff's services, as reflected by Plaintiff's billed charges and other objective indicators of value, including the amounts awarded through the IDR process.

WHEREFORE, Plaintiff demands judgment against Defendant for:

a) Compensatory damages in the amount of $253,742.00;

b) Alternatively compensatory damages in an amount that is just and equitable;

c) Interest;

d) Costs of suit;

e) Attorneys' fees; and

f) Such other relief as the Court deems equitable and just.

SECOND COUNT

QUANTUM MERUIT

33. Plaintiff repeats and realleges each and every allegation set forth above as if set forth in full herein.

34. Plaintiff conferred a valuable benefit upon Defendant by providing good faith medical services to Defendant's members at Plaintiff's expense, with the reasonable expectation of payment.

35. Defendant knowingly accepted and retained the benefit from the medical services Plaintiff rendered to its members under the plans sponsored, funded, insured and/or administered by Defendant.

36. Defendant had a reasonable expectation that Plaintiff expected payment for the medical services provided to Defendant's members as Defendant received HCFAs from Plaintiff that set forth the amounts billed for the medical services provided. Defendant appreciates, realizes and knows that Plaintiff expected payment for the medical services provided to its members because it issued EOBs and denied payment.

37. At all relevant times, Defendant refused to render appropriate payment to Plaintiff for the medical services provided to its members covered under plans sponsored, funded, insured and/or administered by Defendant, contrary to the insurance provided by the respective plans to its members, and contrary to the common law, statutory and regulatory obligations of Defendant.

38. It is inequitable for Defendant to retain the benefit of Plaintiff's medical services without paying the reasonable value for Plaintiff's services.

39. Plaintiff is therefore entitled to recover under the doctrine of quantum meruit the fair and reasonable value of the medical services rendered by Plaintiff to Defendant's members.

40. Plaintiff seeks recovery under this Count for the fair and reasonable value of its services, including its billed charges, as an alternative to its contractual claims.

41. As a result of Defendant's failure to pay the fair and reasonable value for the medical services Plaintiff rendered to Defendant's members, Plaintiff has suffered damages.

WHEREFORE, Plaintiff demands judgment against Defendant for:

a) Compensatory damages in the amount of $253,742.00;

b) Alternatively compensatory damages in an amount that is just and equitable;

c) Interest;

d) Costs of suit;

e) Attorney's fees; and

f) Such other relief as the Court deems equitable and just.

THIRD COUNT

BREACH OF EXPRESS CONTRACT (CLICK-WRAP – NSA IDR)

42. Plaintiff repeats and realleges each and every allegation set forth above as if set forth in full herein.

43. In each instance, Plaintiff initiated the NSA's IDR process by submitting a Notice of IDR Initiation to the Department of Health and Human Services via the NSA's federal IDR portal. Thereafter, the parties were presented with IDR participation terms, including the federal IDR portal's Terms of Use, the CIDRE's participation agreement.

44. The Offer Process states:

1. Submit both administrative fee and IDR entity fee directly to the certified IDR entity.

2. Complete and submit the Notice of Offer form and supporting documentation.

3. You will receive an acknowledgment email once the form is submitted and communications for the certified IDR entity if more information is needed related to your offer.

4. After a certified IDR entity makes a payment determination, the amount due to the prevailing party must be paid no later than 30 calendar days after the determination.

45. Before submitting its Notice of Offer, uploading documents and proceeding with the IDR, each party was required to affirmatively manifest its assent to the following terms and conditions and to acknowledge its assent with an electronic signature:

I agree to

- Pay the administrative fee.
- Pay the IDR entity fee if my dispute is found eligible for the IDR process.
- Pay the outstanding amount (if any) of the out-of-network rate that is my responsibility as determined by the certified IDR entity.

- I also understand that the final payment determination made by the certified IDR entity is binding upon the parties and **not subject to judicial review except under certain limited circumstances**.

46. The parties' mutual agreement to accept and comply with the CIDRE determinations is sufficient consideration.

47. Under the express terms of the click-wrap agreements, Defendant is required to pay the outstanding amount as determined by the CIDRE.

48. The parties' agreement to be bound by the IDR process constitutes an independent contractual obligation, separate and apart from any statutory framework.

49. On September 19, 2025, a CIDRE issued a written final determination in Plaintiff's favor under IDR reference number DISP-3852592, awarding Plaintiff $6,400.00 for CPT code 69990.

50. On September 10, 2025, a CIDRE issued a written final determination in Plaintiff's favor under IDR reference number DISP-3798401, awarding Plaintiff $37,570.00 for CPT code 22845.

51. On September 18, 2025, a CIDRE issued a written final determination in Plaintiff's favor under IDR reference number DISP-3795926, awarding Plaintiff $54,351.60 for CPT code 22853.

52. On September 18, 2025, a CIDRE issued a written final determination in Plaintiff's favor under IDR reference number DISP-3842587, awarding Plaintiff $90,586.00 for CPT code 22853.

53. On September 30, 2025, a CIDRE issued a written final determination in Plaintiff's favor under IDR reference number DISP-3842589, awarding Plaintiff $37,570.00 for CPT code 22845.

54. Despite Defendant's agreement to pay any outstanding amount as determined by the CIDRE, Defendant has failed to pay any of the CIDRE determinations.

55. Defendant's failure to remit payment within thirty (30) days of the issuance of the CIDRE determinations constitutes an additional and independent breach of its obligations under the parties' agreements. Defendant's failure to comply with the CIDRE determinations deprived Plaintiff of the benefit of its bargain under the parties' agreements. Defendant's refusal to comply with the CIDRE determinations further undermines the agreed-upon dispute resolution process and frustrates the purpose of the parties' agreement.

56. The click-wrap agreements constitute valid express contracts under New Jersey law, supported by mutual consideration, including Plaintiff's opportunity to obtain binding dispute resolution and Defendant's participation in the NSA's IDR process and agreement to be bound by the outcome.

57. Plaintiff seeks, under this Count, to recover the amounts awarded through the IDR process, as Defendant expressly agreed to be bound by such determinations through the parties' click-wrap agreements.

58. These damages arise from Defendant's contractual obligation to comply with the binding determinations issued by the CIDRE, independent of Plaintiff's alternative claims for the reasonable value of the services rendered.

59. Defendant breached the express click-wrap agreements by failing to pay the amounts determined by the CIDRE.

60. In each instance, Defendant's failure to pay the amount determined by the CIDRE constitutes a material breach of contract.

61. As a result of Defendant's breach of contract, Plaintiff has suffered damages.

WHEREFORE, Plaintiff demands judgment against Defendant for:

a) Compensatory damages in the amount of $226,477.60;

b) Interest;

c) Costs of suit;

d) Attorneys' fees; and

e) Such other relief as the Court deems equitable and just.

FOURTH COUNT

BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

62. Plaintiff repeats and realleges each and every allegation set forth above as if set forth in full herein.

63. The click-wrap agreements constitute valid express contracts under New Jersey law governing the parties' agreement to participate in the NSA's IDR process and to pay the amount determined by the CIDRE.

64. The law implies in every contractual relationship, including the click-wrap agreements between Plaintiff and Defendant, a covenant of good faith and fair dealing. Defendant is required to act in a manner that is consistent with Plaintiff's reasonable expectations.

65. Defendant breached this covenant by engaging in bad faith conduct including, but not limited to:

- Failing to honor binding payment determinations; and
- Delaying payment without justification;

66. Defendant acted with an improper motive and violated Plaintiff's rights and benefits under the contract and breached the contract through acts of commission and omission described herein that are wrongful and without justification.

67. As a direct and proximate result of Defendant's breach, Plaintiff has suffered damages.

WHEREFORE, Plaintiff demands judgment against Defendant for:

a) Compensatory damages;

b) Interest;

c) Costs of suit;

d) Attorneys' fees; and

e) Such other relief as the Court deems equitable and just.

FIFTH COUNT

DECLARATORY JUDGMENT

68. Plaintiff repeats and realleges each and every allegation set forth above as if set forth in full herein.

69. An actual and justiciable controversy exists between the parties regarding Defendant's obligation to reimburse Plaintiff for medical services rendered to its members.

70. Plaintiff seeks a declaration that:

a. Defendant is obligated to pay for the medical services provided;

b. Defendant is obligated to reimburse Plaintiff in accordance with applicable law, governing agreements, and binding dispute resolution mechanisms, including those to which Defendant expressly assented through participation in the IDR process.

c. Defendant's failure to comply with such determinations is unlawful and improper; and

d. Plaintiff is entitled to payment in accordance with applicable law and governing agreements.

71. A declaratory judgment will resolve uncertainty and guide the parties' future conduct.

WHEREFORE, Plaintiff demands judgment against Defendant for:

a) Compensatory damages;

b) Interest;

c) Costs of suit;

d) Attorneys' fees; and

e) Such other relief as the Court deems equitable and just.

SIXTH COUNT

ACCOUNT STATED

72. Plaintiff repeats and realleges each and every allegation set forth above as if set forth in full herein.

73. Plaintiff rendered medical services to Defendant's members and submitted HCFAs to Defendant reflecting the amounts due.

74. Defendant received and retained those HCFAs.

75. Defendant failed to object to the HCFAs within a reasonable time, acknowledging the validity of the charges, without disputing the underlying services.

76. Defendant's conduct constitutes an implied agreement as to the correctness of the amounts due.

77. An account stated exists for the outstanding balance.

78. Defendant has failed to pay the agreed-upon amount.

79. Plaintiff is entitled to recover the balance due.

WHEREFORE, Plaintiff demands judgment against Defendant for:

a) Compensatory damages;

b) Interest;

c) Costs of suit;

d) Attorneys' fees; and

e) Such other relief as the Court deems equitable and just.

SEVENTH COUNT

THIRD-PARTY BENEFICIARY (Pled Alternatively)

80. Plaintiff repeats and realleges each and every allegation set forth above as if set forth in full herein.

81. The IDR process established under the No Surprises Act requires both providers and insurers to enter into binding agreements with the Centers for Medicare and Medicaid Services ("CMS") as a condition of participation.

82. These agreements require both parties to be bound by the resulting payment determinations.

83. The click-wrap agreement entered into with CMS for the IDR process is expressly intended to benefit both healthcare providers and healthcare insurance carriers by ensuring fair and enforceable reimbursement for medical services rendered.

84. The requirement that providers who prevail in the IDR process be paid in accordance with IDR determinations demonstrates that healthcare providers were intended, not incidental, beneficiaries of those agreements.

85. Plaintiff is a member of the class of intended beneficiaries of Defendant's click-wrap agreements with CMS.

86. Defendant's refusal to comply with the binding IDR determinations frustrates the purpose of the click-wrap agreements and deprives Plaintiff of the benefits intended to be conferred.

87. Accordingly, Plaintiff is entitled to enforce Defendant's obligations as an intended third-party beneficiary.

WHEREFORE, Plaintiff demands judgment against Defendant for:

a) Compensatory damages;

b) Interest;

c) Costs of suit;

d) Attorneys' fees; and

e) Such other relief as the Court deems equitable and just.

EIGHTH COUNT

VIOLATION OF NEW JERSEY PROMPT PAYMENT OF CLAIMS ACT

88. Plaintiff repeats and realleges each and every allegation set forth above as if set forth in full herein.

89. Plaintiff avers this cause of action to the extent Defendant is an insurer subject to the requirements of the New Jersey Prompt Payment of Claims Act.

90. Plaintiff submitted clean claims to Defendant for medical services rendered to Defendant's insureds, including, but not limited to, the claims described herein.

91. In response to Plaintiff's claims, Defendant denied payment.

92. Plaintiff then proceeded to dispute Defendant's payment denials via the NSA's IDR process, resulting in IDR determinations in Plaintiff's favor.

93. Under the NSA, a CIDRE issued final and binding determinations establishing the proper reimbursement amount for the out-of-network claims described herein.

94. Defendant opted not to remit the IDR determination payments. Thus, Defendant utilized the NSA for purposes of calculating its initial payments only to "opt out" of the NSA following the IDR determinations.

95. By failing to comply with the IDR determinations, Defendant no longer has any justification for its initial payment denials.

96. Accordingly, claims herein were ultimately not processed within the timeframes required by law, including but not limited to thirty (30) days for electronically submitted claims and/or forty (40) days for paper claims.

97. Defendant further failed to timely provide proper notice of any alleged deficiencies in the submitted claims as required by statute.

98. Defendant instead denied payments without justification, in violation of its statutory obligations.

99. As a result, Defendant is liable for the unpaid amounts due, together with statutory interest and any additional relief permitted under the Act.

WHEREFORE, Plaintiff demands judgment against Defendant for:

a) Compensatory damages;

b) Interest;

c) Costs of suit;

d) Attorneys' fees; and

e) Such other relief as the Court deems equitable and just.

CLAIM FOR RELIEF

WHEREFORE, Plaintiff demands judgment against Defendant for:

a) Compensatory damages;

b) Punitive damages;

c) Interest;

d) Injunctive relief;

e) Costs of suit;

f) Attorneys' fees; and

g) Such other relief as the Court deems equitable and just.

GOTTLIEB & GREENSPAN, LLC
Attorneys for Plaintiff

/s/ Daniel Palgon
Daniel Palgon, Esq.

Dated: July 24, 2026

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, Daniel Palgon, Esq. is hereby designated as trial counsel in the above-captioned litigation on behalf of the law firm of Gottlieb & Greenspan, LLC.

JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

CERTIFICATION PURSUANT TO RULE 1:38-7(b)

I certify that confidential personal identifiers have been redacted from documents now submitted to the Court and will be redacted from all documents submitted in the future.

CERTIFICATION PURSUANT TO RULE 4:5-1

The matter in controversy is not the subject of any other action pending in any other Court. There are no pending arbitration proceedings. No other action or arbitration proceedings are contemplated. No non-party is known who would be subject to joinder because of potential liability.

GOTTLIEB & GREENSPAN, LLC
Attorneys for Plaintiff

/s/ Daniel Palgon
Daniel Palgon, Esq.

Dated: July 24, 2026

Civil Case Information Statement

Case Details: PASSAIC | Civil Part Docket# L-002574-26

Case Caption: UNIVERSITY SPINE CEN TER PC VS UNITED HEALTHCARE
Case Initiation Date: 07/24/2026
Attorney Name: DANIEL MAX PALGON
Firm Name: GOTTLIEB AND GREENSPAN LLC
Address: 17-17 ROUTE 208 SUITE 250
FAIR LAWN NJ 07410
Phone: 2016440894
Name of Party: PLAINTIFF : UNIVERSITY SPINE CENTER PC
Name of Defendant's Primary Insurance Company (if known): None

Case Type: OTHER INSURANCE CLAIM (INCLUDING DECLARATORY JUDGMENT ACTIONS)
Document Type: Complaint with Jury Demand
Jury Demand: YES - 6 JURORS
Is this a professional malpractice case? NO
Related cases pending: NO
If yes, list docket numbers:
Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO
Does this case involve claims related to COVID-19? NO

Are sexual abuse claims alleged by: UNIVERSITY SPINE CENTER PC? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? NO

If yes, is that relationship:

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO
If yes, please identify the requested accommodation:

Will an interpreter be needed? NO
If yes, for what language:

Please check off each applicable category: Putative Class Action? NO **Title 59?** NO **Consumer Fraud?** NO **Medical Debt Claim?** NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b)

07/24/2026
Dated

/s/ DANIEL MAX PALGON
Signed

EXHIBIT B

Civil Part Case Summary

Case Number: PAS L-002574-26

Case Caption: University Spine Cen Ter Pc Vs United Healthcare

Court: Civil Part
Venue: Passaic
Case Initiation Date: 07/24/2026
Case Type: Other Insurance Claim (Including Declaratory Judgment Actions)
Case Status: Active
Jury Demand: 6 Jurors
Case Track: 1
Judge: Adam J Adrignolo
Team: 2
Original DED:
Current DED:
# of DED Extensions: 0
Original Arb Date:
Current Arb Date:
# of Arb Adjournments: 0
Original Trial Date:
Current Trial Date:
# of Trial Adjournments: 0
Disposition Date:
Case Disposition: Open
Statewide Lien:

Plaintiffs

University Spine Center Pc

Party Description: Business
Phone:
Address Line 1:
Address Line 2:
City:
State:
Zip: 00000
Attorney Name: Palgon Daniel M
Attorney Bar ID: 387882022
Attorney Email:

Defendants

United Healthcare Insurance Company

Party Description: Business
Phone:
Address Line 1: 820 Bear Tavern Road
Address Line 2:
City: West Trenton
State: NJ
Zip: 08628
Attorney Name:
Attorney Bar ID:
Attorney Email:

ACMS Documents

Filed Date	Doc Number	Document Type	Filing Party	Doc Status	CO ID	Type	Date Served	Service Status	Party Served
07/24/2026	001	COMP JRY DEMAND	UNIVERSITY SPINE CEN						
08/06/2026	002	AFFDVT SRV	UNIVERSITY SPINE CEN						

Case Actions

Filed Date	Docket Text	Transaction ID	Entry Date
07/24/2026	Complaint with Jury Demand for PAS-L-002574-26 submitted by PALGON, DANIEL MAX, GOTTLIEB AND GREENSPAN LLC on behalf of UNIVERSITY SPINE CENTER PC against UNITED HEALTHCARE INSURANCE COMPANY	LCV20261950026	07/24/2026
07/25/2026	TRACK ASSIGNMENT Notice submitted by Case Management	LCV20261952037	07/25/2026
08/07/2026	AFFIDAVIT OF SERVICE submitted by PALGON, DANIEL, MAX of GOTTLIEB AND GREENSPAN LLC on behalf of UNIVERSITY SPINE CENTER PC against UNITED HEALTHCARE INSURANCE COMPANY	LCV20262081637	08/07/2026

Daniel Palgon, Esq. (Attorney ID No.: 387882022)
GOTTLIEB & GREENSPAN, LLC
17-17 Route 208, Suite 250
Fair Lawn, New Jersey 07410
Phone Number: (201) 644-0890
Fax Number: (201) 633-3521
Attorneys for Plaintiff

UNIVERSITY SPINE CENTER PC, Plaintiff, v. UNITED HEALTHCARE INSURANCE COMPANY, Defendant.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION: PASSAIC COUNTY DOCKET NO.: CIVIL ACTION **COMPLAINT**

Plaintiff University Spine Center PC, by way of Complaint against Defendant United Healthcare Insurance Company, alleges as follows:

THE PARTIES

A. The Plaintiff

1. Plaintiff University Spine Center PC ("Plaintiff") is a medical practice specializing in spinal surgery, with its primary office located at 504 Valley Road, Suite 203, Wayne, New Jersey 07470. At all relevant times, Plaintiff was an out-of-network, or non-participating, healthcare provider that provided medical and surgical services to three patients[1] (the "Patients") who are covered under healthcare plans sponsored, funded, operated, controlled and/or administered by Defendant.

[1] To comply with HIPAA confidentiality and patient privacy, each patient will be identified herein only by initials.

B. The Defendant

2. Defendant United Healthcare Insurance Company maintains its corporate offices at 9900 Bren Road East, Minnetonka, Minnesota 55343. Defendant offers plans that provide healthcare coverage to its members and their dependents, as well as administrative services to self-funded plans. Its plans provide out-of-network health and medical coverage in New Jersey to patients of Plaintiff, including the Patients referenced herein.

JURISDICTION & VENUE

3. The Court has jurisdiction over Defendant because it (a) conducts business in the State of New Jersey and so derives benefits and privileges from this State, including but not limited to, contracting to provide healthcare plans to residents of New Jersey or contracting to provide plans that permit members or dependents to obtain medical care in New Jersey, and so are subject to New Jersey law, regulation, and oversight governing Defendant's health insurance plans; and/or (b) has consented to the jurisdiction of New Jersey by registering and being authorized to do business in this State.

4. The medical services at issue in this matter were rendered in New Jersey.

5. Venue is proper pursuant to Rule 4:3-2, as Plaintiff's office is located in Passaic County, New Jersey.

SUBSTANTIVE ALLEGATIONS

6. At all relevant times, Plaintiff was an out-of-network, or non-participating, healthcare provider that rendered medical and surgical services to the Patients.

7. On April 7, 2025, Plaintiff provided medical treatment to Patient I.G. at St. Joseph's Hospital, located in Paterson, New Jersey, and expected appropriate payment. At the time of treatment, Patient I.G. was a member of a health plan insured and/or administered by Defendant.

After treating Patient I.G., Plaintiff submitted a Health Insurance Claim Form ("HCFA") medical bill to Defendant seeking payment for the medical treatment rendered, itemized under Current Procedural Terminology ("CPT") code 69990 in the amount of $6,555.00.

8. In response to Plaintiff's HCFA, Defendant denied payment to Plaintiff.

9. On May 13, 2025, Plaintiff provided medical treatment to Patient M.K. at Morristown Hospital, located in Morristown, New Jersey. At the time of treatment, Patient M.K. was a member of a health plan insured and/or administered by Defendant. After treating Patient M.K., Plaintiff submitted a HCFA medical bill to Defendant seeking payment for the medical treatment rendered, itemized under the following CPT codes:

a. $55,233.10 for CPT code 22845; and

b. $58,880.90 for CPT code 22853.

10. In response to Plaintiff's HCFA, Defendant denied payment to Plaintiff.

11. On May 5, 2025, Plaintiff provided medical treatment to Patient M.M. at St. Joseph's Hospital, located in Paterson, New Jersey. At the time of treatment, Patient M.M. was a member of a health plan insured and/or administered by Defendant. After treating Patient M.M., Plaintiff submitted a HCFA medical bill to Defendant seeking payment for the medical treatment rendered, itemized under the following CPT codes:

a. $90,586.00 for CPT code 22853; and

b. $42,487.00 for CPT code 22845.

12. In response to Plaintiff's HCFA, Defendant denied payment to Plaintiff.

13. Plaintiff required the Patients to complete forms or other documents providing their insurance information. Plaintiff also generated medical records detailing the procedures performed, including operative reports and insurance claim forms referencing the amounts due.

Thereafter, Plaintiff submitted timely and appropriate claims to Defendant that included the required information and supporting documents.

14. Defendant routinely receives, processes, and partially pays claims submitted by Plaintiff, thereby acknowledging both the validity of the services rendered and its obligation to provide reimbursement.

15. At all relevant times Defendant provided the Patients with out-of-network coverage and/or emergency services coverage, thus permitting the Patients to seek treatment from Plaintiff.

16. Defendant is obligated to provide reasonable and appropriate reimbursement for out-of-network and/or emergency services in accordance with applicable state and federal law. Because Plaintiff's services were rendered emergently and/or inadvertently in a participating network facility, reimbursement for those services is governed, in part, by the No Surprises Act ("NSA"), which establishes a framework for determining reimbursement for certain out-of-network services. *See* 42 U.S.C. § 300gg-111 *et seq*. However, Plaintiff's right to recover in this action arises from independent state law causes of action and the parties' contractual and quasi-contractual obligations.

17. The NSA precludes medical providers from billing patients for amounts beyond applicable in-network cost-sharing obligations and establishes a process for determining appropriate reimbursement for out-of-network services. Under that process, when an issuer makes an initial payment or denial of payment and the provider disputes that amount, the parties must engage in a period of negotiation. If the dispute is not resolved by the end of the negotiation period, either party may initiate an Independent Dispute Resolution ("IDR") proceeding before a neutral third-party certified IDR entity ("CIDRE"), which evaluates the parties' submissions and selects

one proposed payment amount as the appropriate reimbursement. The non-prevailing party is then required to remit payment consistent with that determination within thirty (30) days.

18. With respect to the Patients and claims referenced herein, as a matter of regular business practice, Plaintiff engaged in the negotiation of disputes with Defendant and sought proper reimbursement of those disputes pursuant to the NSA. However, Defendant systematically failed to issue proper payment for the medical and surgical services rendered by Plaintiff. Instead, Defendant issued no payment at all. Defendant's actions or inactions were unlawful, improper and arbitrary. Defendant's conduct reflects a pattern and practice of systematically minimizing reimbursement obligations to out-of-network providers.

19. While Plaintiff made repeated and exhaustive efforts to address Defendant's systematic failure to issue proper payment and/or comply with state and federal law, Defendant has refused to remit payment consistent with the IDR determinations.

20. The District Court of New Jersey has repeatedly held that no private right of action exists for medical providers to compel payment of IDR determinations through the Court. *See Mod. Orthopedics of NJ v. Premera Blue Cross*, Case No. 2:25-cv-01807 (BRM) (JSA), 2025 U.S. Dist. LEXIS 215824 at * 23 (D.N.J. Nov. 3, 2025). The NSA, however, does not "preclude a provider from bringing a suit under traditional state-law causes of action." *Id*. "Far from expressing preclusive intent, the NSA's preemption clause is clear:

> [The NSA] shall not be construed to supersede any provision of State law which establishes, implements, or continues in effect any standard or requirement solely relating to health insurance issuers in connection with individual or group health insurance coverage except to the extent that such standard or requirement prevents the application of a requirement of [the NSA.]

42 U.S.C. § 300gg-23. The IDR is an opt-in process, it provides an alternative, streamlined route to determine the amount owed between the parties – it does not displace traditional state-law

remedies like unjust enrichment. *Kennedy v. UnitedHealth Grp. Inc.*, No. 25 CIV, 432, 2025 WL 1725147, at *8-9 (S.D.N.Y. June 20, 2025) (holding breach of contract and unjust enrichment claims for failure to pay for patient emergency care were not preempted by the NSA). Thus, where Plaintiff is statutorily prohibited from balance billing its patients, Plaintiff's only method of reimbursement is from Defendant, and Defendant has failed to issue proper payment for out-of-network medical services rendered by Plaintiff, Plaintiff's remedy lies in state law causes of action.

21. Plaintiff seeks damages due to Defendant's actions.

22. Plaintiff's claims are not predicated on an assignment of benefits from the Patients. Because the NSA protects a patient from balance billing, the patient has not sustained any damage and therefore does not have an Employee Retirement Income Security Act ("ERISA") cause of action (or any other) to assign to Plaintiff.

23. Notwithstanding any reference herein to the IDR process established under the NSA, Plaintiff does not seek to enforce a federal statutory right or to assert a private cause of action under the NSA. Rather, Plaintiff asserts independent causes of action arising under New Jersey statutory, regulatory and common law. Any IDR determinations referenced herein are pled as evidence of the reasonable value of services rendered and Defendant's obligations, and not as the sole basis for liability.

FIRST COUNT

UNJUST ENRICHMENT

24. Plaintiff repeats and realleges each and every allegation set forth above as if set forth in full herein.

25. Defendant received the benefits of the underlying medical services Plaintiff rendered to Defendant's members. These medical services were provided at Plaintiff's expense

and under circumstances that would make it unjust for Defendant to retain the benefits without commensurate compensation.

26. Defendant had reasonable notice that Plaintiff expected payment for the benefits conferred as it received HCFAs from Plaintiff that set forth the amounts billed for the medical services Plaintiff rendered to Defendant's members. Defendant appreciates, realizes and knows that the benefits were conferred because it issued Explanations of Benefits ("EOB") and denied payment. Thus, there was a direct connection between Plaintiff's impoverishment and Defendant's enrichment.

27. At all relevant times, Defendant refused to render appropriate payment to Plaintiff for the medical services rendered to its members covered under plans sponsored, funded, insured and/or administered by Defendant, contrary to the insurance provided by the respective plans to its members and dependents, and contrary to the common law, statutory and regulatory obligations of Defendant.

28. Defendant was paid premiums by its members for out-of-network and/or emergency services coverage and, pursuant to those premiums, Defendant was legally obligated to provide such coverage to plan members and their dependents.

29. To satisfy its coverage and legal obligations, Defendant required the services of Plaintiff to render medical services, including emergency and urgent medical care where applicable. Plaintiff did, in fact, render such medical services to Defendant's members.

30. Defendant has, therefore, received and retained a benefit as a result of Plaintiff rendering medical services that remain underpaid. Thus, Defendant has been unjustly enriched through the use of funds that earned interest or otherwise added to its profits when that money

should have been paid in a timely and appropriate manner to Plaintiff. It is against equity and good conscience to deprive Plaintiff of the funds Defendant owes.

31. As a result of Defendant's unjust enrichment, Plaintiff has suffered damages.

32. The damages sought under this Count include the full reasonable value of Plaintiff's services, as reflected by Plaintiff's billed charges and other objective indicators of value, including the amounts awarded through the IDR process.

WHEREFORE, Plaintiff demands judgment against Defendant for:

a) Compensatory damages in the amount of $253,742.00;

b) Alternatively compensatory damages in an amount that is just and equitable;

c) Interest;

d) Costs of suit;

e) Attorneys' fees; and

f) Such other relief as the Court deems equitable and just.

SECOND COUNT

QUANTUM MERUIT

33. Plaintiff repeats and realleges each and every allegation set forth above as if set forth in full herein.

34. Plaintiff conferred a valuable benefit upon Defendant by providing good faith medical services to Defendant's members at Plaintiff's expense, with the reasonable expectation of payment.

35. Defendant knowingly accepted and retained the benefit from the medical services Plaintiff rendered to its members under the plans sponsored, funded, insured and/or administered by Defendant.

36. Defendant had a reasonable expectation that Plaintiff expected payment for the medical services provided to Defendant's members as Defendant received HCFAs from Plaintiff that set forth the amounts billed for the medical services provided. Defendant appreciates, realizes and knows that Plaintiff expected payment for the medical services provided to its members because it issued EOBs and denied payment.

37. At all relevant times, Defendant refused to render appropriate payment to Plaintiff for the medical services provided to its members covered under plans sponsored, funded, insured and/or administered by Defendant, contrary to the insurance provided by the respective plans to its members, and contrary to the common law, statutory and regulatory obligations of Defendant.

38. It is inequitable for Defendant to retain the benefit of Plaintiff's medical services without paying the reasonable value for Plaintiff's services.

39. Plaintiff is therefore entitled to recover under the doctrine of quantum meruit the fair and reasonable value of the medical services rendered by Plaintiff to Defendant's members.

40. Plaintiff seeks recovery under this Count for the fair and reasonable value of its services, including its billed charges, as an alternative to its contractual claims.

41. As a result of Defendant's failure to pay the fair and reasonable value for the medical services Plaintiff rendered to Defendant's members, Plaintiff has suffered damages.

WHEREFORE, Plaintiff demands judgment against Defendant for:

a) Compensatory damages in the amount of $253,742.00;

b) Alternatively compensatory damages in an amount that is just and equitable;

c) Interest;

d) Costs of suit;

e) Attorney's fees; and

f) Such other relief as the Court deems equitable and just.

THIRD COUNT

BREACH OF EXPRESS CONTRACT (CLICK-WRAP – NSA IDR)

42. Plaintiff repeats and realleges each and every allegation set forth above as if set forth in full herein.

43. In each instance, Plaintiff initiated the NSA's IDR process by submitting a Notice of IDR Initiation to the Department of Health and Human Services via the NSA's federal IDR portal. Thereafter, the parties were presented with IDR participation terms, including the federal IDR portal's Terms of Use, the CIDRE's participation agreement.

44. The Offer Process states:

1. Submit both administrative fee and IDR entity fee directly to the certified IDR entity.

2. Complete and submit the Notice of Offer form and supporting documentation.

3. You will receive an acknowledgment email once the form is submitted and communications for the certified IDR entity if more information is needed related to your offer.

4. After a certified IDR entity makes a payment determination, the amount due to the prevailing party must be paid no later than 30 calendar days after the determination.

45. Before submitting its Notice of Offer, uploading documents and proceeding with the IDR, each party was required to affirmatively manifest its assent to the following terms and conditions and to acknowledge its assent with an electronic signature:

I agree to

- Pay the administrative fee.
- Pay the IDR entity fee if my dispute is found eligible for the IDR process.
- Pay the outstanding amount (if any) of the out-of-network rate that is my responsibility as determined by the certified IDR entity.

- I also understand that the final payment determination made by the certified IDR entity is binding upon the parties and **not subject to judicial review except under certain limited circumstances**.

46. The parties' mutual agreement to accept and comply with the CIDRE determinations is sufficient consideration.

47. Under the express terms of the click-wrap agreements, Defendant is required to pay the outstanding amount as determined by the CIDRE.

48. The parties' agreement to be bound by the IDR process constitutes an independent contractual obligation, separate and apart from any statutory framework.

49. On September 19, 2025, a CIDRE issued a written final determination in Plaintiff's favor under IDR reference number DISP-3852592, awarding Plaintiff $6,400.00 for CPT code 69990.

50. On September 10, 2025, a CIDRE issued a written final determination in Plaintiff's favor under IDR reference number DISP-3798401, awarding Plaintiff $37,570.00 for CPT code 22845.

51. On September 18, 2025, a CIDRE issued a written final determination in Plaintiff's favor under IDR reference number DISP-3795926, awarding Plaintiff $54,351.60 for CPT code 22853.

52. On September 18, 2025, a CIDRE issued a written final determination in Plaintiff's favor under IDR reference number DISP-3842587, awarding Plaintiff $90,586.00 for CPT code 22853.

53. On September 30, 2025, a CIDRE issued a written final determination in Plaintiff's favor under IDR reference number DISP-3842589, awarding Plaintiff $37,570.00 for CPT code 22845.

54. Despite Defendant's agreement to pay any outstanding amount as determined by the CIDRE, Defendant has failed to pay any of the CIDRE determinations.

55. Defendant's failure to remit payment within thirty (30) days of the issuance of the CIDRE determinations constitutes an additional and independent breach of its obligations under the parties' agreements. Defendant's failure to comply with the CIDRE determinations deprived Plaintiff of the benefit of its bargain under the parties' agreements. Defendant's refusal to comply with the CIDRE determinations further undermines the agreed-upon dispute resolution process and frustrates the purpose of the parties' agreement.

56. The click-wrap agreements constitute valid express contracts under New Jersey law, supported by mutual consideration, including Plaintiff's opportunity to obtain binding dispute resolution and Defendant's participation in the NSA's IDR process and agreement to be bound by the outcome.

57. Plaintiff seeks, under this Count, to recover the amounts awarded through the IDR process, as Defendant expressly agreed to be bound by such determinations through the parties' click-wrap agreements.

58. These damages arise from Defendant's contractual obligation to comply with the binding determinations issued by the CIDRE, independent of Plaintiff's alternative claims for the reasonable value of the services rendered.

59. Defendant breached the express click-wrap agreements by failing to pay the amounts determined by the CIDRE.

60. In each instance, Defendant's failure to pay the amount determined by the CIDRE constitutes a material breach of contract.

61. As a result of Defendant's breach of contract, Plaintiff has suffered damages.

WHEREFORE, Plaintiff demands judgment against Defendant for:

a) Compensatory damages in the amount of $226,477.60;

b) Interest;

c) Costs of suit;

d) Attorneys' fees; and

e) Such other relief as the Court deems equitable and just.

FOURTH COUNT

BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

62. Plaintiff repeats and realleges each and every allegation set forth above as if set forth in full herein.

63. The click-wrap agreements constitute valid express contracts under New Jersey law governing the parties' agreement to participate in the NSA's IDR process and to pay the amount determined by the CIDRE.

64. The law implies in every contractual relationship, including the click-wrap agreements between Plaintiff and Defendant, a covenant of good faith and fair dealing. Defendant is required to act in a manner that is consistent with Plaintiff's reasonable expectations.

65. Defendant breached this covenant by engaging in bad faith conduct including, but not limited to:

- Failing to honor binding payment determinations; and
- Delaying payment without justification;

66. Defendant acted with an improper motive and violated Plaintiff's rights and benefits under the contract and breached the contract through acts of commission and omission described herein that are wrongful and without justification.

67. As a direct and proximate result of Defendant's breach, Plaintiff has suffered damages.

WHEREFORE, Plaintiff demands judgment against Defendant for:

a) Compensatory damages;

b) Interest;

c) Costs of suit;

d) Attorneys' fees; and

e) Such other relief as the Court deems equitable and just.

FIFTH COUNT

DECLARATORY JUDGMENT

68. Plaintiff repeats and realleges each and every allegation set forth above as if set forth in full herein.

69. An actual and justiciable controversy exists between the parties regarding Defendant's obligation to reimburse Plaintiff for medical services rendered to its members.

70. Plaintiff seeks a declaration that:

a. Defendant is obligated to pay for the medical services provided;

b. Defendant is obligated to reimburse Plaintiff in accordance with applicable law, governing agreements, and binding dispute resolution mechanisms, including those to which Defendant expressly assented through participation in the IDR process.

c. Defendant's failure to comply with such determinations is unlawful and improper; and

d. Plaintiff is entitled to payment in accordance with applicable law and governing agreements.

71. A declaratory judgment will resolve uncertainty and guide the parties' future conduct.

WHEREFORE, Plaintiff demands judgment against Defendant for:

a) Compensatory damages;

b) Interest;

c) Costs of suit;

d) Attorneys' fees; and

e) Such other relief as the Court deems equitable and just.

SIXTH COUNT

ACCOUNT STATED

72. Plaintiff repeats and realleges each and every allegation set forth above as if set forth in full herein.

73. Plaintiff rendered medical services to Defendant's members and submitted HCFAs to Defendant reflecting the amounts due.

74. Defendant received and retained those HCFAs.

75. Defendant failed to object to the HCFAs within a reasonable time, acknowledging the validity of the charges, without disputing the underlying services.

76. Defendant's conduct constitutes an implied agreement as to the correctness of the amounts due.

77. An account stated exists for the outstanding balance.

78. Defendant has failed to pay the agreed-upon amount.

79. Plaintiff is entitled to recover the balance due.

WHEREFORE, Plaintiff demands judgment against Defendant for:

a) Compensatory damages;

b) Interest;

c) Costs of suit;

d) Attorneys' fees; and

e) Such other relief as the Court deems equitable and just.

SEVENTH COUNT

THIRD-PARTY BENEFICIARY (Pled Alternatively)

80. Plaintiff repeats and realleges each and every allegation set forth above as if set forth in full herein.

81. The IDR process established under the No Surprises Act requires both providers and insurers to enter into binding agreements with the Centers for Medicare and Medicaid Services ("CMS") as a condition of participation.

82. These agreements require both parties to be bound by the resulting payment determinations.

83. The click-wrap agreement entered into with CMS for the IDR process is expressly intended to benefit both healthcare providers and healthcare insurance carriers by ensuring fair and enforceable reimbursement for medical services rendered.

84. The requirement that providers who prevail in the IDR process be paid in accordance with IDR determinations demonstrates that healthcare providers were intended, not incidental, beneficiaries of those agreements.

85. Plaintiff is a member of the class of intended beneficiaries of Defendant's click-wrap agreements with CMS.

86. Defendant's refusal to comply with the binding IDR determinations frustrates the purpose of the click-wrap agreements and deprives Plaintiff of the benefits intended to be conferred.

87. Accordingly, Plaintiff is entitled to enforce Defendant's obligations as an intended third-party beneficiary.

WHEREFORE, Plaintiff demands judgment against Defendant for:

a) Compensatory damages;

b) Interest;

c) Costs of suit;

d) Attorneys' fees; and

e) Such other relief as the Court deems equitable and just.

EIGHTH COUNT

VIOLATION OF NEW JERSEY PROMPT PAYMENT OF CLAIMS ACT

88. Plaintiff repeats and realleges each and every allegation set forth above as if set forth in full herein.

89. Plaintiff avers this cause of action to the extent Defendant is an insurer subject to the requirements of the New Jersey Prompt Payment of Claims Act.

90. Plaintiff submitted clean claims to Defendant for medical services rendered to Defendant's insureds, including, but not limited to, the claims described herein.

91. In response to Plaintiff's claims, Defendant denied payment.

92. Plaintiff then proceeded to dispute Defendant's payment denials via the NSA's IDR process, resulting in IDR determinations in Plaintiff's favor.

93. Under the NSA, a CIDRE issued final and binding determinations establishing the proper reimbursement amount for the out-of-network claims described herein.

94. Defendant opted not to remit the IDR determination payments. Thus, Defendant utilized the NSA for purposes of calculating its initial payments only to "opt out" of the NSA following the IDR determinations.

95. By failing to comply with the IDR determinations, Defendant no longer has any justification for its initial payment denials.

96. Accordingly, claims herein were ultimately not processed within the timeframes required by law, including but not limited to thirty (30) days for electronically submitted claims and/or forty (40) days for paper claims.

97. Defendant further failed to timely provide proper notice of any alleged deficiencies in the submitted claims as required by statute.

98. Defendant instead denied payments without justification, in violation of its statutory obligations.

99. As a result, Defendant is liable for the unpaid amounts due, together with statutory interest and any additional relief permitted under the Act.

WHEREFORE, Plaintiff demands judgment against Defendant for:

a) Compensatory damages;

b) Interest;

c) Costs of suit;

d) Attorneys' fees; and

e) Such other relief as the Court deems equitable and just.

CLAIM FOR RELIEF

WHEREFORE, Plaintiff demands judgment against Defendant for:

a) Compensatory damages;

b) Punitive damages;

c) Interest;

d) Injunctive relief;

e) Costs of suit;

f) Attorneys' fees; and

g) Such other relief as the Court deems equitable and just.

GOTTLIEB & GREENSPAN, LLC
Attorneys for Plaintiff

/s/ Daniel Palgon
Daniel Palgon, Esq.

Dated: July 24, 2026

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, Daniel Palgon, Esq. is hereby designated as trial counsel in the above-captioned litigation on behalf of the law firm of Gottlieb & Greenspan, LLC.

JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury on all issues so triable.

CERTIFICATION PURSUANT TO RULE 1:38-7(b)

I certify that confidential personal identifiers have been redacted from documents now submitted to the Court and will be redacted from all documents submitted in the future.

CERTIFICATION PURSUANT TO RULE 4:5-1

The matter in controversy is not the subject of any other action pending in any other Court. There are no pending arbitration proceedings. No other action or arbitration proceedings are contemplated. No non-party is known who would be subject to joinder because of potential liability.

GOTTLIEB & GREENSPAN, LLC
Attorneys for Plaintiff

/s/ Daniel Palgon
Daniel Palgon, Esq.

Dated: July 24, 2026

Civil Case Information Statement

Case Details: PASSAIC | Civil Part Docket# L-002574-26

Case Caption: UNIVERSITY SPINE CEN TER PC VS UNITED HEALTHCARE
Case Initiation Date: 07/24/2026
Attorney Name: DANIEL MAX PALGON
Firm Name: GOTTLIEB AND GREENSPAN LLC
Address: 17-17 ROUTE 208 SUITE 250
FAIR LAWN NJ 07410
Phone: 2016440894
Name of Party: PLAINTIFF : UNIVERSITY SPINE CENTER PC
Name of Defendant's Primary Insurance Company (if known): None

Case Type: OTHER INSURANCE CLAIM (INCLUDING DECLARATORY JUDGMENT ACTIONS)
Document Type: Complaint with Jury Demand
Jury Demand: YES - 6 JURORS
Is this a professional malpractice case? NO
Related cases pending: NO
If yes, list docket numbers:
Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO
Does this case involve claims related to COVID-19? NO

Are sexual abuse claims alleged by: UNIVERSITY SPINE CENTER PC? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? NO

If yes, is that relationship:

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO
If yes, please identify the requested accommodation:

Will an interpreter be needed? NO
If yes, for what language:

Please check off each applicable category: Putative Class Action? NO **Title 59?** NO **Consumer Fraud?** NO **Medical Debt Claim?** NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b)

07/24/2026
Dated

/s/ DANIEL MAX PALGON
Signed

PASSAIC SUPERIOR COURT
PASSAIC COUNTY COURTHOUSE
77 HAMILTON STREET
PATERSON NJ 07505

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (973) 653-2910
COURT HOURS 8:30 AM - 4:30 PM

DATE: JULY 24, 2026
RE: UNIVERSITY SPINE CEN TER PC VS UNITED HEALTHCARE
DOCKET: PAS L -002574 26

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 1.

DISCOVERY IS 150 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON ADAM J. ADRIGNOLO

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 002 AT: (973) 653-2910 EXT 24379.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE WITH R.4:5A-2.

ATTENTION:
ATT: DANIEL M. PALGON
GOTTLIEB AND GREENSPAN LLC
17-17 ROUTE 208
SUITE 250
FAIR LAWN NJ 07410

ECOURTS

8 5 8 2 8 9

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION:
PASSAIC COUNTY

DOCKET NO. PAS-L-002574-26

Plaintiff
UNIVERSITY SPINE CENTER PC

Defendant vs
UNITED HEALTHCARE INSURANCE COMPANY

AFFIDAVIT OF SERVICE
(for use by Private Service)

Cost of Service pursuant to R4:4-30
$ _____

Person to be served: UNITED HEALTHCARE INSURANCE COMPANY
C/O CT CORPORATION SYSTEM, REGISTERED AGENT
Address:
820 BEAR TAVERN ROAD
WEST TRENTON NJ 08628

Attorney:
GOTTLIEB & GREENSPAN
17-17 ROUTE 208 SUITE 250
FAIR LAWN NJ 07410

Papers Served:
SUMMONS, COMPLAINT & CASE INFORMATION STATEMENT

Service Data:

Served Successfully ✓ Not Served _____ Date: 7.30.26 Time: 10:06a.m. Attempts: _____

_____ Delivered a copy to him/her personally

_____ Left a copy with a competent household member over 14 years of age residing therein at place of abode.

✓ Left a copy with a person authorized to accept service, e.g. managing agent, registered agent, etc.

Name of Person Served and relationship/title
Rasheeda Sampson
PERSON IN CHARGE AT THE OFFICE OF THE REGISTERED AGENT OF THE CORPORATION

Description of Person Accepting Service:

Age: 28 Height: 5'6 Weight: 145 Hair: Black Sex: Female Race: Black

Non-Served:

( ) Defendant is unknown at the address furnished by the attorney
( ) All reasonable inquiries suggest defendant moved to an undetermined address
( ) No such street in municipality
( ) No response on: _____ Date _____ Time
_____ Date _____ Time
_____ Date _____ Time
( ) Other: _____ Comments or Remarks _____

Subscribed and Sworn to me this
3 day of August 2026

I, AZIZA AMER, was at time of service a competent adult not having a direct interest in the litigation. I declare under penalty of perjury that the foregoing is true and correct.

Patricia Knapp
Notary Signature

PATRICIA E KNAPP
Notary Public, State of New Jersey
Comm. # 2447530
My Commission Expires 06/25/2029

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

Aziza Amer 08/03/2026 11:09 AM EDT
Signature of Process Server Date

DGR LEGAL, INC.
1359 Littleton Road, Morris Plains, NJ 07950-3000
(973) 403-1700 Fax (973) 403-9222

Work Order No. 858289
File No. PAS-L-002574-26

Daniel Palgon, Esq.
Attorney ID No.: 387882022
GOTTLIEB & GREENSPAN, LLC
17-17 Route 208, Suite 250
Fair Lawn, New Jersey 07410
Phone Number: 201-644-0845
Fax Number: 201-644-0845
Attorneys for Plaintiff

UNIVERSITY SPINE CENTER PC,

Plaintiff(s)

vs.

UNITED HEALTHCARE INSURANCE COMPANY,

Defendant(s)

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: PASSAIC COUNTY

DOCKET NO. PAS-L-002574-26

Civil Action

SUMMONS

From The State of New Jersey, To The Defendant(s) Named Above:

UNITED HEALTHCARE INSURANCE COMPANY

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons stated the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof or service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (The address of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.judiciary.state.nj.us. If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, New Jersey 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with the fee and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available http://www.judiciary.state.nj.us.

/S/ Michelle M. Smith
Michelle M. Smith, Clerk
Superior Court of New Jersey

Dated: July 28, 2026

Name of Defendant to be Served: United Healthcare Insurance Company c/o CT Corporation System, Registered Agent
820 Bear Tavern Road, West Trenton, NJ 08628

*** $105.00 For Chancery Division Cases or $135.00 for Law Division Cases**

EXHIBIT C

UNITEDHEALTHCARE INSURANCE COMPANY

ACTIVE

No information provided

Business Details

General Information

Business Name
UNITEDHEALTHCARE INSURANCE COMPANY

Business status
ACTIVE

Citizenship/place of formation
Domestic/Connecticut

Business address
No information provided

Requires Annual Filing?
Yes

Annual report due

Public substatus
Current

NAICS code

Business ALEI
0505990

Date formed
12/27/1994

Business type
Stock

Mailing address

Last report filed

NAICS sub code

Principal Details

None

Agent details

Agent name
UNITED AGENT GROUP INC.

Agent Business address
6 LANDMARK SQUARE, 4TH FLOOR, STAMFORD, CT, 06901, United States

Agent Mailing address
6 LANDMARK SQUARE, 4TH FLOOR, STAMFORD, CT, 06901, United States

Filing History

Domestication - Certificate of Redomestication

0001508845

Filing date: 12/27/1994 Filing time: View details

Volume Type
B

Volume
2

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283

Pages
8

Date generated
12/27/1994

Digital copy
View as PDF

Merger - Certificate of Merger

0001606911

Filing date: 5/15/1996 Filing time: View details

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Volume
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5/15/1996

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View as PDF

Merger - Certificate of Merger

0001609278

Filing date: 5/31/1996 Filing time: View details

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Date generated
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Merger - Certificate of Merger

0001618727

Filing date: 7/30/1996 Filing time: View details

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7/30/1996

Digital copy
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Merger - Certificate of Merger

0002498043

Filing date: 10/30/2002 Filing time: View details

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Date generated
10/30/2002

Digital copy
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Amendment - Amend Name

0003824275

Filing date: 12/4/2008 Filing time:

Volume Type
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Volume
1230

Start page
1202

Pages
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Date generated
12/4/2008

Digital copy
View as PDF

Change of Agent - Agent Change

0004231313

Filing date: 9/2/2010 Filing time:

Volume Type
B

Volume
1442

Start page
884

Pages
2

Date generated
9/2/2010

Digital copy
View as PDF

Change of Agent Address - Agent Address Change

0004483575

Filing date: 12/1/2011 Filing time:

Volume Type

Volume

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Date generated
12/1/2011

Merger - Certificate of Merger

0004557077

Filing date: 3/27/2012 Filing time: View details

Volume Type
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Volume
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Pages
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Date generated
3/27/2012

Digital copy
View as PDF

Mass Agent Change – Address - Agent Address Change

0013274088

Filing date: 12/2/2024 Filing time: 12:00 PM

Volume Type

Volume

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Date generated
12/2/2024

Digital copy
View as PDF

Change of Agent - Amendment

0013723517

Filing date: 11/7/2025 Filing time: 07:30 AM

Volume Type

Volume

Start page

Pages

Date generated
11/7/2025

Digital copy
View as PDF

Name History

Filing Number: 0001618727
METRAHEALTH INSURANCE COMPANY
Filing date: 7/30/1996

Filing Number: 0003824275
UNITED HEALTHCARE INSURANCE COMPANY
Filing date: 12/4/2008

Trade Names

None

Shares

1000 total shares

Shares Class: COMMON

1000 Shares

Value per share: $6000

EXHIBIT D

Business Name Search

Required Fields [*]

Search Criteria

Business Name *

university spine center

Use "%" as a wildcard

Search Cancel

Show 10 **entries**

Business Name	Entity Id	City	Type	Incorporated Date
UNIVERSITY SPINE CENTER, P.C.	0100956527	WAYNE	PA (Professional Corporation)	1/4/2006

Showing 1 to 1 of 1 entries « Previous Next »

Support

Division of Revenue & Enterprise Services Web Site
Help

Policies & Procedures

Privacy Policy
Accessibility Policy
Security Policy

Department of the Treasury
P.O. Box 450
Trenton, N.J. (New Jersey) 08646-0303

EXHIBIT E

STATE OF NEW JERSEY

DEPARTMENT OF THE TREASURY

DIVISION OF REVENUE AND ENTERPRISE SERVICES

SHORT FORM STANDING

UNIVERSITY SPINE CENTER, P.C.

0100956527

I, the Treasurer of the State of New Jersey, do hereby certify that the above-named New Jersey Domestic Professional Corporation was registered by this office on January 04, 2006.

As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.

I further certify that the registered agent and office are:

LOTA & BERNARD LLC
6 PROSPECT STREET
SUITE 3A
MIDLAND PARK, NJ 07432

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 26th day of August, 2026

Aaron Binder

Aaron Binder
State Treasurer

Certificate Number : 6180642108

Verify this certificate online at

https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

JS 44 (Rev. 03/24)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

UNIVERSITY SPINE CENTER PC,

(b) County of Residence of First Listed Plaintiff PASSAIC
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*

Daniel Palgon; Gottlieb & Greenspan, LLC, 17-17 Route 208, Suite 250, Fair Lawn, NJ 07410; (201) 255-4460

DEFENDANTS

UNITED HEALTHCARE INSURANCE COMPANY

County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*

Matthew P. Mazzola; Robinson & Cole LLP
666 Third Ave, New York, NY 10017; (212) 451-2913

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☒ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*

(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☒ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☐ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☒ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

Click here for: Nature of Suit Code Descriptions.

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☒ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- ☐ 360 Other Personal Injury
- ☐ 362 Personal Injury - Medical Malpractice

PERSONAL INJURY
- ☐ 365 Personal Injury - Product Liability
- ☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 440 Other Civil Rights
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 448 Education

PRISONER PETITIONS

Habeas Corpus:
- ☐ 463 Alien Detainee
- ☐ 510 Motions to Vacate Sentence
- ☐ 530 General
- ☐ 535 Death Penalty

Other:
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition
- ☐ 560 Civil Detainee - Conditions of Confinement

FORFEITURE/PENALTY
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Management Relations
- ☐ 740 Railway Labor Act
- ☐ 751 Family and Medical Leave Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Employee Retirement Income Security Act

IMMIGRATION
- ☐ 462 Naturalization Application
- ☐ 465 Other Immigration Actions

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

INTELLECTUAL PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 835 Patent - Abbreviated New Drug Application
- ☐ 840 Trademark
- ☐ 880 Defend Trade Secrets Act of 2016

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 375 False Claims Act
- ☐ 376 Qui Tam (31 USC 3729(a))
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit (15 USC 1681 or 1692)
- ☐ 485 Telephone Consumer Protection Act
- ☐ 490 Cable/Sat TV
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 893 Environmental Matters
- ☐ 895 Freedom of Information Act
- ☐ 896 Arbitration
- ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN *(Place an "X" in One Box Only)*

- ☐ 1 Original Proceeding
- ☒ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District *(specify)*
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing ***(Do not cite jurisdictional statutes unless diversity)***:
28 U.S.C. §§ 1331, 1332, 1441, 1446, and 42 U.S.C. § 300gg-111

Brief description of cause:
Defendant's alleged underpayment of medical claims.

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

DEMAND $ $253,742.00

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE _____ DOCKET NUMBER _____

DATE: August 28, 2026

SIGNATURE OF ATTORNEY OF RECORD: /s/ Matthew P. Mazzola

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I.(a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below**; NOTE: federal question actions take precedence over diversity cases.**)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: Nature of Suit Code Descriptions.

V. Origin. Place an "X" in one of the seven boxes.
Original Proceedings. (1) Cases which originate in the United States district courts.
Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441.
Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service.

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference related cases, if any. If there are related cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.