

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

Matthew Brown, individually and on behalf of
all those similarly situated,

Plaintiff,

v.

CareCentrix, Inc. and DJO Global, Inc.,

Defendants.

**CIVIL ACTION NO. 1:25-cv-23534
(CLASS ACTION)**

NOTICE OF REMOVAL

Defendant CareCentrix, Inc. (“CareCentrix”) hereby provides notice pursuant to 28 U.S.C. §§ 1332, 1441, 1446, and 1453 of the removal to this Court of the action commenced by Plaintiff Matthew Brown (“Plaintiff”). Plaintiff, an aspiring class representative, filed suit against Defendants CareCentrix and DJO Global, Inc. (“DJO Global”) in the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida. His action is styled *Matthew Brown, individually and on behalf of all those similarly situated, v. CareCentrix, Inc. and DJO Global, Inc.*, Case No. 2025-012704-CA-01 (the “State Court Action”). True and correct copies of the filings in the State Court Action are attached as **Exhibits A** (Complaint) and **B** (other filings).¹ CareCentrix denies the allegations contained in the underlying state court pleadings and files this Notice of Removal without waiving any claims, rights, or defenses. In support of removal, CareCentrix states:

I. Removal is Timely.

¹ Pursuant to Rule 5.2 of the Federal Rules of Civil Procedure, CareCentrix has redacted the personally identifiable information in the Complaint’s exhibits. The exhibits to Plaintiff’s Complaint are available in unredacted form on the State Court Action’s docket.

1. This Notice of Removal is timely. CareCentrix waived service of the Complaint within the last thirty days. 28 U.S.C. § 1446(b).

2. Counsel for CareCentrix executed a waiver of service of process of the Complaint on CareCentrix's behalf on July 17, 2025.

II. This Action Is Properly Removed on the Bases of Diversity Jurisdiction and the Class Action Fairness Act of 2005.

3. Defendants may remove any state court civil action over which the District Courts of the United States have original jurisdiction. 28 U.S.C. § 1441(a).

4. The Court has original jurisdiction over this dispute because there is complete diversity of citizenship between the parties and the amount in controversy exceeds the jurisdictional minimum. 28 U.S.C. §1332(a).

5. This action is also within the original jurisdiction of the Court pursuant to 28 U.S.C. § 1332(d), the Class Action Fairness Act of 2005 ("CAFA"). Pursuant to CAFA, federal courts have jurisdiction over any putative class action in which (1) the citizenship of at least one putative class member is different from that of at least one of the defendants—*i.e.*, in which there is minimal diversity; (2) the putative class action consists of at least 100 proposed class members; and (3) the aggregate amount placed in controversy by the claims of plaintiff and the proposed class members exceeds the sum or value of \$5,000,000, exclusive of interest and costs.

A. The Parties Are Diverse.

6. Plaintiff is a citizen and resident of the state of Florida.

7. CareCentrix is a Delaware corporation with a principal place of business in Connecticut. *See* 28 U.S.C. § 1332(c)(1) ("[A] corporation shall be deemed to be a citizen of every State and foreign state by which it has been incorporated and of the State or foreign state

where it has its principal place of business....”); *see also ECB USA, Inc. v. Chubb Ins. Co. of New Jersey*, 113 F.4th 1312, 1318 (11th Cir. 2024) (same).

8. DJO Global is a Delaware corporation with its principal place of business in Texas.²

9. There is sufficient diversity for removal under the relaxed CAFA requirements because at least one member of the putative class of plaintiffs is a citizen of a different state from Defendants. 28 U.S.C. § 1332(d)(2)(A).

10. The more stringent citizenship requirements of traditional diversity jurisdiction are also satisfied, as there is complete diversity of citizenship between the parties. The parties are citizens of different states.

B. The Putative Class Exceeds 100 Proposed Members.

11. The Complaint, on its face, satisfies CAFA’s 100-class-member numerosity requirement. *See* 28 U.S.C. § 1332(d)(5)(B).

12. Plaintiff alleges that his desired class consists of “*hundreds, if not thousands*, of individuals....” (Ex. A ¶ 31 (emphasis added).)

C. The Amount-in-Controversy Exceeds Threshold Requirements on the Face of the Complaint.

13. The Complaint, on its face, also satisfies CAFA’s amount-in-controversy requirement. 28 U.S.C. § 1332(d)(2); *Dart Cherokee Basin Operating Co., LLC v. Owens*, 574 U.S. 81, 89 (2014) (explaining that CAFA liberally favors removal as Congress enacted it to facilitate adjudication of class actions in federal court); *Miedema v. Maytag Corp.*, 450 F.3d 1322,

² Plaintiff sued CareCentrix, Inc. and DJO Global, Inc. He identified these incorporated entities by their legal names in the summons, the caption, and throughout his Complaint (using his defined terms), notwithstanding his aberrant reference to Defendants as limited liability companies in Paragraphs 13 and 14 of the Complaint.

1330 (11th Cir. 2006) (explaining that courts “first examine[] whether ‘it is facially apparent from the complaint that the amount in controversy exceeds the jurisdictional requirement’”) (citation omitted).

14. Plaintiff alleges that the value of his individual claims “exceed[] \$50,000, exclusive of interest, attorneys’ fees, and costs.” (Ex. A ¶ 9.) Plaintiff asserts that these supposed damages are similar to those incurred by “hundreds, if not thousands,” of other prospective class members. (*Id.* ¶¶ 31 & 33.) Adopting the most conservative construction of Plaintiff’s claimed class—no less than one hundred class members—and the most conservative interpretation of his professed damages—no less than \$50,000—100 multiplied by \$50,000 equals \$5,000,000.

15. Indeed, Plaintiff claims that his desired class of plaintiffs have sustained “*millions [more than one million]* of dollars” in damages “*per year*” throughout “the applicable statute of limitations [*no less than four years*].” (*Id.* ¶¶ 1 & 30 (emphasis added); Fla. Stat. Ann. § 95.11(3)(e) & (k) (limitations periods).) Again, adopting the most conservative construction of Plaintiff’s allegations, no less than two million dollars in yearly damages multiplied by no less than four years equals \$8,000,000.

16. Plaintiff also seeks additional prospective and retroactive relief, including statutory damages of \$1,000 per person (Fla. Stat. § 559.77), injunctive relief, declaratory relief, expert witness fees, and attorney’s fees. (Ex. A ¶¶ 44, 45, 51-52.)

17. The Complaint, on its face, seeks damages exceeding CAFA’s \$5 million threshold. Even without aggregation under CAFA, the same allegations also demonstrate that the amount in controversy on Plaintiff’s individual claims exceeds \$75,000.³

³ District courts may “employ their ‘judicial experience’” and make “reasonable deductions, reasonable inferences, or other reasonable extrapolations” to determine the amount in controversy. *Roe v. Michelin N. Am., Inc.*, 613 F.3d 1058, 1061-62 (11th Cir. 2010) & *Feliciano v. Aventus Ins.*

III. All Other Removal Requirements Have Been Satisfied.

18. Pursuant to 28 U.S.C. § 1446(a) and this Court's Civil Filing Requirements, true and accurate copies of all pleadings, records, orders, and proceedings from the Florida Circuit Court are attached as *Exhibits A* and *B*. CareCentrix and Plaintiff have no motions or other filings pending the State Court Action. DJO Global filed a motion to dismiss for lack of personal jurisdiction on August 4, 2025, which this Court can consider upon removal.

19. Contemporaneous with the filing of this Notice, CareCentrix will provide notice to Plaintiff and DJO Global, and will notify the Florida Circuit Court of this Removal. A true and accurate copy of the notice to the Florida Circuit Court is attached hereto as *Exhibit C*.

WHEREFORE, notice is given that this Action is removed from the Circuit Court of the 11th Judicial Circuit in and for Miami-Dade County, Florida, to the United States District Court for the Southern District of Florida.⁴

[Signature Page Follows]

Co., 2023 WL 8699439, at *4 (M.D. Fla. Dec. 15, 2023) (citing, *inter alia*, *Dudley v. Eli Lilly & Co.*, 778 F.3d 909, 913 (11th Cir. 2014)); *see also, e.g., Soares v. Scottsdale Ins. Co.*, 2019 WL 3773649, at *3 (S.D. Fla. Aug. 12, 2019) ("When a statute authorizes the recovery of attorney's fees, a reasonable amount of those fees is included in the amount in controversy.").

⁴ If removal is challenged, CareCentrix requests the opportunity to submit briefs and be heard at oral argument on this matter.

Dated: August 6, 2025

Respectfully submitted,

By: /s/ Jeannine C. Jacobson
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Attorneys for CareCentrix, Inc.

CERTIFICATE OF SERVICE

I, Jeannine C. Jacobson, hereby certify that this document filed through the ECF system will be sent electronically to all registered participants as identified on the Notice of Electronic Filing (NEF), and electronic copies will be sent to those indicated as non-registered participants on this date, including Plaintiff Matthew Brown and Defendant DJO Global, Inc.

/s/ Jeannine C. Jacobson

Jeannine C. Jacobson
(Florida Bar No. 58777)

Dated: August 6, 2025

Exhibit A

**IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

MATTHEW BROWN, *individually and on
behalf of all those similarly situated,*

Plaintiff,

vs.

Case No.: _____

CARECENTRIX, INC. and
DJO GLOBAL, INC.,

Defendants.

_____ /

CLASS ACTION COMPLAINT

Plaintiff Matthew Brown (“Plaintiff”), individually and on behalf of all those similarly situated, sues Defendants CareCentrix, Inc. (“CareCentrix”) and DJO Global, Inc. (“DJO”) (collectively “Defendants”) and states as follows:

1. Plaintiff files this consumer class action against Defendants to seek justice for their fraudulent abuse of the U.S. healthcare system through a scheme that bilks millions of dollars per year from unsuspecting consumers by overcharging them for medical devices they need. Defendants’ scheme violates Florida’s Deceptive and Unfair Trade Practices Act (“FDUTPA”) and Florida’s Consumer Collection Practices Act (“FCCPA”).

2. This case is not about a routine debt collection. It targets a deceptive scheme by Defendants to inflate patients’ medical bills, conceal kickback arrangements, and continue to attempt to collect monies from patients after the supplier of medical equipment has been paid in full.

3. In a nutshell, Defendants’ scheme works like this: A consumer gets injured and visits a medical practitioner. The practitioner prescribes durable medical equipment made by DJO,

like a brace. The patient agrees to pay DJO if anything is owed after the patient's insurer pays its portion. The consumer is not informed that any other parties are involved in the transaction or that they are being charged substantially more than retail.

4. Then, after a claim is submitted, the insurer makes payment, DJO is paid in full, and DJO closes its file. The payment made by the insurer, however, first goes to an undisclosed third party, CareCentrix, who keeps a portion of the payment before making payment to DJO. With these payments, the amount disbursed for the durable medical equipment already significantly exceeds the retail price of the equipment through Amazon and from reputable durable medical equipment providers.

5. But the scheme doesn't end there. Despite having no relationship with the consumer, and even though DJO has already been paid in full and CareCentrix has kept a portion of the insurance payment for itself, CareCentrix then also bills the consumer for additional amounts, including any deductible. In this manner, by the time the durable medical equipment sold by DJO reaches the American consumer, Defendants extract many multiples of its retail cost from injured persons. The mechanism that allows them to do this is manufactured confusion.

6. That is exactly what happened here: Plaintiff's son was fitted with an approximately \$100 DJO knee brace during a medical visit. Plaintiff contracted with DJO only. After DJO received full payment for the brace and closed its account, CareCentrix kept demanding more money from Plaintiff, even though Plaintiff had no relationship with CareCentrix and had never interacted with it. Even after Plaintiff disputed the debt and sent documentation from DJO confirming that DJO had been paid in full, CareCentrix still attempted to collect more money from Plaintiff. And it did so notwithstanding that, unbeknownst to Plaintiff, both DJO and CareCentrix had already received many multiples of what the brace was worth from Plaintiff's insurer.

7. This conduct is not just dishonest – it is predatory. It erodes public trust in our healthcare system, exploits consumers during vulnerable moments, and weaponizes the complexities of insurance and medical billing to extract maximum profit under the guise of legitimate care.

8. Plaintiff brings this action under the FCCPA and FDUTPA to expose and stop a practice that is harming not just him, but countless other consumers who unknowingly fall into the same trap. This lawsuit seeks to hold Defendants accountable for failing to disclose material facts, for misleading billing practices, and for seeking payment to which they are not legally entitled.

JURISDICTION AND VENUE

9. This Court has subject matter jurisdiction pursuant to Florida Rule of Civil Procedure 1.220 and Fla. Stat § 26.012(2). The matter in controversy exceeds \$50,000, exclusive of interest, attorneys' fees, and costs.

10. This Court has personal jurisdiction over the defendants because the defendants' conduct out of which Plaintiff's claim arose occurred within Miami-Dade County, Florida.

11. Venue is proper in this Court because the acts and transactions giving rise to this cause of action occurred in Miami-Dade County, Florida.

12. Plaintiff has standing to maintain this action because Plaintiff suffered a legal injury as a result of Defendants' violations of the FCCPA and FDUTPA, and because Plaintiff is not requesting an advisory opinion from this Court. Thus, Plaintiff has a sufficient stake in a justiciable controversy and seeks to obtain judicial resolution of that controversy.

PARTIES

13. Defendant CareCentrix is a Connecticut limited liability company, with its principal place of business located in Hartford, Connecticut.

14. Defendant DJO is a Texas limited liability company, with its principal place of business located in Lewisville, Texas.

ALLEGATIONS

15. On September 12, 2024, Plaintiff and his wife obtained medical treatment for their minor son at a pediatric medical facility located in Miami, Florida, which was within Plaintiff's insurance network.

16. During the visit, the treating doctor prescribed a basic knee brace, manufactured by DJO, to Plaintiff's son.

17. As of May 1, 2025, the DJO Deluxe Hinged Knee Brace was priced at \$112.99 on Amazon.com. Attached as Exhibit "A" is a picture of this listing.

18. Plaintiff's wife signed an agreement with DJO to be responsible for any outstanding balance due to DJO after Plaintiff's insurer, Anthem, paid DJO. No other parties with a financial interest in the transaction were disclosed. Attached as Exhibit "B" is a copy of the DJO agreement.

19. Plaintiff's insurer, Anthem, paid \$501.15 for the brace. As a result, DJO closed out its account and considered the brace paid in full, though Plaintiff did not know it at the time.

20. After DJO received full payment and closed its account, CareCentrix, which had never been disclosed and with which Plaintiff had no agreement, demanded more money from Plaintiff for the brace.

21. For example, on October 12, 2024, Defendant CareCentrix sent collections communications seeking \$250.00 from Plaintiff. This communication is attached as Exhibit "C". That would bring the total payment on an approximately \$100 knee brace to a staggering \$750.

22. In light of this, and because Plaintiff had no contractual relationship with CareCentrix and no knowledge of its role in the knee brace transaction, Plaintiff contacted DJO to inquire about the billing.

23. DJO disclosed that it had been paid \$386.00 from insurance proceeds, which DJO considered full payment for the brace. The Explanation of Benefits provided by Anthem, however, showed that payment by Anthem was made to CareCentrix in the amount of \$501.15, and thus the additional \$115.15 over the amount accepted as payment in full by DJO for the brace went to CareCentrix—a payment structure and payee never disclosed to Plaintiff. DJO confirmed it had been paid in full and had closed its file. DJO also provided Plaintiff the statement showing that the brace had been paid in full and that nothing more was owed. That is attached as Exhibit “D”.

24. Plaintiff then disputed any further billing from CareCentrix, both on the phone and in writing. For example, Plaintiff wrote: “DJO has accepted payment of \$386 as payment in full of their claim and has closed their account for this matter (with a \$0 balance due). CareCentrix has already received payment in the amount of \$501.15 from Anthem, exceeding the amount paid to DJO, and therefore nothing else should be due to CareCentrix at this time. Please confirm in writing that nothing further is due and that this matter is closed. Thank you.” A copy of this email is attached as Exhibit “E”.

25. CareCentrix never responded to this email. Instead, CareCentrix continued attempting to collect additional monies from Plaintiff, including sending collections notices as late as March 1, 2025. The subsequent collection attempts are attached as Exhibits “F” and “G” (collectively with Exhibit “C”, the “Collections Communications”).

26. As a result of this, Plaintiff retained counsel. During a discussion with CareCentrix’s counsel aimed at understanding CareCentrix’s billing practices, CareCentrix’s

counsel offered to provide Plaintiff's counsel with legal authority purportedly supporting the legality of CareCentrix's practices. Though more than a month has passed, CareCentrix's counsel failed to provide any such materials.

27. At no time did DJO or CareCentrix inform Plaintiff that: (a) CareCentrix was involved in the transaction; (b) CareCentrix would retain a portion of the payment for the brace; or (c) the true cost/value of the knee brace was significantly less than the amount billed.

28. Had Plaintiff known that he would be billed many multiples of the cost of the brace, and that an undisclosed third party would receive a substantial portion of the inflated payment, he would not have agreed to the transaction.

CLASS REPRESENTATION ALLEGATIONS

29. Pursuant to Florida Rules of Civil Procedure 1.220(b)(1)(B) and 1.220(b)(3), Plaintiff brings this action individually and on behalf of all others similarly situated.

30. The proposed classes are defined as follows:

- a. All persons in Florida who, within the applicable statute of limitations period through the date of certification, were billed by CareCentrix for equipment or services.
- b. All persons in Florida who, within the applicable statute of limitations period through the date of certification, were billed by CareCentrix for equipment or services despite having no contract with CareCentrix.

31. ***Numerosity***: The class consists of hundreds, if not thousands, of individuals across Florida who were subjected to the Defendants' unlawful and deceptive billing practices. Joinder of all members is impracticable.

32. **Commonality:** There are numerous questions of law and fact common to the class, including but not limited to:

- a. Whether CareCentrix attempted to collect money from individuals with whom it had no contractual relationship, in violation of the FCCPA;
- b. Whether DJO and CareCentrix failed to disclose material facts about the costs and billing process for medical equipment, in violation of FDUTPA;
- c. Whether DJO misrepresented or omitted the true cost of the medical equipment to consumers;
- d. Whether Defendants' conduct was likely to mislead reasonable consumers; and
- e. Whether Defendants pursued monies from patients that were not actually owed.

33. **Typicality:** Plaintiff's claims are typical of the claims of the other class members because all class members were exposed to the same course of conduct by Defendants—they were subjected to deceptive collection efforts after purchasing medical equipment from DJO and they received inflated medical bills from CareCentrix.

34. **Adequacy:** Plaintiff will fairly and adequately protect the interests of the class. Plaintiff has no interests that conflict with the class and has retained counsel experienced in prosecuting complex class actions and consumer protection cases.

35. **Ascertainability:** The class is readily ascertainable through objective criteria, including records maintained by DJO and CareCentrix identifying Florida patients who were billed by CareCentrix for equipment supplied by DJO.

36. ***Predominance:*** Common questions of law and fact predominate over any individual questions. The claims of the class arise from the same course of conduct by Defendants, including uniform billing and collection practices, and will be proven using common evidence. The central issues—such as whether Defendants misrepresented or failed to disclose material billing information, and whether they attempted to collect amounts not actually owed—are capable of class-wide resolution.

37. ***Superiority:*** A class action is superior to other available methods for the fair and efficient adjudication of this controversy. The damages suffered by each individual class member are relatively small, making individual litigation impracticable. Class treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense.

COUNT I
Violation of FCCPA

38. Plaintiff, on his behalf and the members of the proposed Classes, adopts and re-alleges the foregoing paragraphs as if fully set forth herein.

39. Defendant CareCentrix is a “debt collector” as defined by Fla. Stat. § 559.55(7).

40. Plaintiff is a “consumer” within the meaning of Fla. Stat. § 559.55(8).

41. As set forth above, CareCentrix attempted to collect a consumer debt from Plaintiff without possessing legal authority, valid documentation, or a contractual relationship entitling it to collect such a debt, in violation of Fla. Stat. § 559.72(9).

42. CareCentrix’s continued collection efforts—despite failing to respond to Plaintiff’s inquiry regarding the validity of the debt and knowing that the debt was invalid—constitute unlawful conduct under the FCCPA.

43. As a result of CareCentrix's violations, Plaintiff has suffered actual damages, including mental distress, inconvenience, and expenses incurred.

44. Plaintiff is entitled to statutory damages, actual damages, attorneys' fees, and costs pursuant to Fla. Stat. § 559.77(2).

45. **WHEREFORE**, Plaintiff, for himself and the proposed classes defined herein, and for whom he represents, prays for judgment against CareCentrix for violation of the FCCPA, and requests that the Court:

- a. Certify this action as a class action pursuant to Florida Rule of Civil Procedure 1.220;
- b. Appoint the undersigned as Class counsel;
- c. Appoint Plaintiff as Class representative;
- d. Declare that Defendant's conduct and/or practices described herein violate § 559.72(9) with respect to Plaintiff and the FCCPA Class;
- e. Award Plaintiff and members of the Class statutory damages pursuant to Fla. Stat. § 559.77(2);
- f. Enjoin Defendant from future violations of Fla. Stat. § 559.72(9) with respect to Plaintiff and the FCCPA class;
- g. Award Plaintiff and members of the FCCPA Class reasonable attorneys' fees and costs, including expert fees, pursuant to Fla. Stat. § 559.77(2); and
- h. Issue any and all other relief as the Court deems just and proper under the circumstances.

COUNT II
Violation of the FDUTPA

46. Plaintiff, on his behalf and the members of the proposed Classes, adopts and re-alleges the foregoing paragraphs as if fully set forth herein.

47. Defendants engaged in “trade” and “commerce” within the meaning of Fla. Stat. § 501.203(8).

48. Defendants engaged in unfair and deceptive acts and practices beginning with Plaintiff’s son’s medical visit in Miami, Florida on September 12, 2024, during which Plaintiff’s wife signed an agreement for their son’s knee brace. These practices continued through subsequent debt collection communications sent by CareCentrix to Plaintiff. Specifically, Defendants:

- a. Failed to disclose that a third-party company (CareCentrix) would receive compensation for the brace, and that the actual cost of the knee brace was significantly lower than the amount billed;
- b. Failed to disclose material facts about their billing arrangement, including that a large part of Plaintiff’s payment would be allocated to an undisclosed third party, CareCentrix;
- c. Represented that Plaintiff would owe DJO for the knee brace, while failing to disclose that CareCentrix would seek additional amounts;
- d. Knowingly and intentionally withheld the fact that CareCentrix would pursue additional payments for the knee brace, thereby misleading Plaintiff into believing that the inflated billed amount was accurate and legitimately owed;
- e. Misrepresented or omitted the true cost and value of the knee brace; and

- f. Attempted to collect amounts that had already been satisfied or that were inflated beyond reasonable market value.

49. Plaintiff reasonably relied on Defendants' material omissions and misrepresentations to his detriment.

50. As a direct and proximate result of Defendants' conduct, Plaintiff suffered actual damages, including financial loss, confusion, and other economic harm.

51. Plaintiff is entitled to recover actual damages, attorneys' fees, and costs pursuant to Fla. Stat. § 501.2105.

52. **WHEREFORE**, Plaintiff, for himself and the proposed classes defined herein, and for whom he represents, prays for judgment against CareCentrix and DJO, for violation of the FDUTPA, and requests that the Court:

- a. Certify this action as a class action pursuant to Florida Rule of Civil Procedure 1.220;
- b. Appoint the undersigned as Class counsel;
- c. Appoint Plaintiff as Class representative;
- d. Enjoin Defendants from future violations of Fla. Stat. § 501.204 with respect to Plaintiff and the FDUTPA Class;
- e. Award Plaintiff and members of the Class damages and/or award Plaintiff and the members of the Class restitution;
- f. Declare that DJO and CareCentrix failed to disclose material facts about the costs and billing process for medical equipment, in violation of FDUTPA;
- g. Award attorneys' fees and costs to compensate Plaintiff's counsel for the time and litigation expenses incurred on behalf of the class; and

h. Issue any and all other relief as the Court deems just and proper.

COUNT III
Unjust Enrichment

53. Plaintiff, on his behalf and the members of the proposed class, adopts and re-alleges the foregoing paragraphs as if fully set forth herein.

54. Plaintiff conferred a direct monetary benefit on Defendants by paying or being asked to pay money that Defendants were not legally entitled to collect, including sums demanded for medical equipment or services purportedly owed to CareCentrix.

55. Defendants knew of this benefit, as they directly requested payment from Plaintiff and other consumers and retained or sought to retain funds they knew were not rightfully theirs.

56. Defendants voluntarily accepted and retained the benefit conferred by Plaintiff, despite having no contractual relationship with Plaintiff that authorized such collection, and despite knowing that Plaintiff had not agreed to pay them any deductible or other amounts.

57. Under the circumstances, it would be inequitable for Defendants to retain the benefit conferred by Plaintiff and similarly situated consumers, because the collection and retention of such payments were obtained through deceptive, misleading, or unfair conduct, including but not limited to the failure to disclose the true nature of the financial arrangements between DJO, CareCentrix, Anthem and the consumer.

58. As a result, Defendants have been unjustly enriched at the expense of Plaintiff and the putative class.

WHEREFORE, Plaintiff, individually and on behalf of the proposed classes, demands judgment against Defendants for restitution of the monies unjustly retained, interest as permitted by law, and such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff respectfully requests a trial by jury on all issues so triable.

Dated: July 2, 2025

Respectfully Submitted,

/s/ Ryan Watstein

Ryan Watstein

Florida Bar No.: 93945

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Ashley Futrell Hinkson*

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WATSTEIN TEREPAK LLP

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Miami, FL 33127

Phone: 404-905-9830

**pro hac vice* forthcoming

Attorneys for Plaintiff

EXHIBIT A

amazon Delivering to Atlanta 30309 [Update location](#) Health, Household & Baby Care donjoy deluxe hinged knee brace

Health & Personal Care Household Supplies Vitamins & Diet Supplements Baby & Child Care Health Care Sports Nutrition Sexual Wellness Health & Wellness Medical Supplies & Equipment FSA Eligible Items Sales & Special Offers Subscribe & Save

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 3 VIDEOS

DonJoy Deluxe Hinged Knee Brace, Drytex Sleeve, Open Popliteal, Large
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List Price: \$449.99

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Available at a lower price from [other sellers](#) that may not offer free Prime shipping.

Style: **Drytex Sleeve**

 \$112.99 (\$112.99 / count) \$112.99	 \$110.11 (\$110.11 / count) \$110.11
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Size: **Large (Pack of 1)**

X-Small (Pack of 1)	Small (Pack of 1)	Medium (Pack of 1)
Large (Pack of 1)	X-Large (Pack of 1)	2X-Large (Pack of 1)
3X-Large (Pack of 1)		

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Payment Secure transaction

Seller Certifications:
Minority-Owned Business
FSA or HSA eligible Details

EXHIBIT B



IMPORTANT PATIENT INFORMATION: PLEASE READ!

Your physician has prescribed either durable medical equipment (DME) or an orthosis (brace) for you and the product will be supplied to you by DJO, a medical device company that is a separate company from your health care provider's office. DJO manufactures and provides products that include braces, splints, supports or other medical supplies that are dispensed at a health care provider's office or other facility. As an additional service to patients and health care providers, DJO or a Contract Supplier (for affected Medicare beneficiaries) will bill your insurance company or Medicare for this product.

PLEASE REVIEW YOUR OPTIONS BEFORE SIGNING THE ATTACHED PATIENT PRODUCT AGREEMENT FORM AND AGREEING TO ACCEPT THE DJO PRODUCT:

OPTION 1: You may receive the product now, at the time of treatment and, if the item is covered/paid by your plan, DJO or the Contract Supplier will submit a claim to your insurance company. If your policy does not cover the cost of the product you receive, you will be responsible for any amount determined to be your financial responsibility either due to deductibles, coinsurance or determinations of non-coverage after a claim has been submitted to your health plan. Please be sure to provide DJO or the Contract Supplier with your current health insurance information to ensure that a claim can be filed to your insurance.

PLEASE NOTE: THE FOLLOWING ITEMS ARE NOT COVERED BY MEDICARE AND MAY NOT BE COVERED BY SOME INSURANCE COMPANIES. IF YOUR INSURANCE COMPANY DOES NOT COVER/PAY FOR THE ITEM YOU RECEIVED, YOU WILL BE RESPONSIBLE FOR THE COST OF THE ITEM.

ARM SLINGS	ELASTIC GARMENTS	LUMBAR PILLOWS
SHOULDER ABDUCTORS	(e.g., KNEE SLEEVES, WRIST	CERVICAL PILLOWS
BUNION SPLINTS	SUPPORTS, ANKLE WRAPS, AND	HIP ABDUCTION PILLOWS
CALF SUPPORTS	SPINAL GARMENTS)	POST OP SHOE STANDARD
CAST COVERS	EDEMA GLOVES	INSOLES THIGH SUPPORT
CAST SHOES	EXERCISE PULLEYS	
COLD THERAPY PRODUCTS	HEEL CUPS & LIFTS	
COMPRESSION STOCKINGS	HEEL/ELBOW PROTECTORS	

OPTION 2: Non-Covered Items. You may choose to pay for the item in full, at the time of service, and receive a "Time of Service" discount. Payment must be made at time of service, by check or credit card only. Please refer to the time of service discount rate posted in the health care provider's office for more information. If payment is not made in full at the time of service, the item will be billed at the normal/full billing rate.

OPTION 3: Rental To Purchase Option: DJO does not rent DME items to patients.

RETURNS / EXCHANGES: DJO or the Contract Supplier accepts returns only within 14 days from the date of service. For returns, please call Customer Service at 888-225-4398. Product exchanges must be made within 14 days from the date of service in the health care provider's office or facility where you received your product.

BILLING QUESTIONS: For billing questions or to discuss payment options, please call 888-225-4398

ATTENTION MEDICARE PATIENTS: For information about DJO or a Contract Supplier, HIPAA Privacy, product or billing related questions, or for any complaints, please visit <https://www.djoglobal.com/MedicareSupplierInfo> or call Customer Service at 888-225-4398

ATTENTION PROVIDERS: Please provide each patient with a complete copy of all attached pink forms

Rev 2/21

Estimated Patient Financial Responsibility (BASED ON CURRENT YEAR MEDICARE ALLOWABLE/PAYMENT AMOUNTS)

ATTENTION - the Medicare Ceiling and the 20% Co-Pay amounts included in the following table are based on current Medicare allowable/payment amounts. These amounts are provided to you, either as a Medicare beneficiary or as a patient covered by another insurer, to assist you with better understanding your potential out-of-pocket costs. Generally, insurers like Medicare will pay 80% of the amount your insurer determines is allowable for the covered item (after you have met any annual deductible amounts). You generally are responsible for payment of the remaining 20% coinsurance amount (shown as the 20% Co-Pay amount in the table). If you have a secondary insurer, DJO and/or the Contract Supplier will submit a claim to that insurer for your 20% coinsurance amount. You will be responsible for any unpaid balance due after your primary and/or secondary insurer have processed the claim. If you are not covered by Medicare, we recommend that you check your individual plan coverage limits with your insurer's Member Benefits department.

HCPCS	Medicare Ceiling	Product Description	20% Co-Pay	HCPCS	Medicare Ceiling	Product Description	20% Co-Pay
E0100	\$24.54	Cane - Adjustable W/Fixed Tip	\$4.91	L3050	\$56.27	Foot-Arch Support W/Metatarsal Support	\$11.25
E0114	\$54.94	Crutches - Underarm Style	\$10.99	L3060	\$88.18	Foot-Arch Support W/Metatarsal & Longit. Support	\$17.64
E0135	\$55.61	Walker - Adjustable Folding	\$11.12	L3100	\$51.69	Hallux-Valgus Night Splint	\$10.34
E0143	\$66.03	Walker - Adjustable Folding W/Wheels	\$13.21	L3170	\$60.84	Heel Stabilizer - Plastic	\$12.17
E0191	\$11.63	Heel/Elbow Protector	\$2.33	L3332	\$88.18	Heel Lifts - Plastic or Leather	\$17.64
L0120	\$33.21	Cervical Collar, Foam Style	\$6.64	L3510	\$34.98	Orthopedic shoe add rub inl	\$7.00
L0150	\$135.24	Cervical Collar, Semi Rigid	\$27.05	L3650	\$72.63	Clavicle Support/Shoulder Immobilizer	\$14.53
L0172	\$158.89	Cervical Collar, Philadelphia Type	\$31.78	L3660	\$125.87	Shoulder Immobilizer Orthosis	\$25.17
L0174	\$343.79	Cervical Collar, Semi Rigid with Thoracic Extension	\$68.76	L3670	\$138.48	UltraSling/Acromioclavicular Brace	\$27.70
L0621	\$81.41	SacroLac (SI) Belt	\$16.28	L3675	\$190.96	Shoulder Orthosis/Abduction Restrainer	\$38.19
L0641	\$62.60	Lumbar Orthosis W/Stays/Panels	\$12.52	L3710	\$151.39	Elbow Brace - Elastic W/Metal Joints	\$30.28
L0642	\$330.13	Lumbar Orthosis, Sagittal Control	\$66.03	L3761	\$544.18	Elbow Brace - Range of Motion	\$108.84
L1812	\$91.32	Knee Orthosis W/Joints	\$18.26	L3809	\$272.09	Wrist/Hand/Finger Orthosis, No Joints	\$54.42
L1820	\$162.27	Knee Orthosis W/Condylar Pads	\$32.45	L3908	\$73.37	Wrist Brace, Cock-Up Style	\$14.67
L1830	\$80.20	Knee Immobilizer	\$16.04	L3924	\$106.53	Hand/Finger Orthosis	\$21.31
L1833	\$584.64	Knee Orthosis W/Adjustable ROM Hinge	\$116.93	L3980	\$378.59	Upper Extremity Fracture Orthosis, Humeral	\$75.72
L1851	\$747.00	Knee Orthosis - Single Upright	\$149.40	L3984	\$421.51	Upper Extremity Fracture Orthosis, Wrist	\$84.30
L1852	\$732.99	Knee Orthosis - Double Upright	\$146.60	L4350	\$111.87	Ankle Brace, Stirrup Style	\$22.37
L1902	\$99.90	Ankle/Foot Orthosis, Lace-Up or Gaitlet Style	\$19.98	L4361	\$346.52	Walking Boot, Pneumatic	\$69.30
L1906	\$150.51	Ankle/Foot Orthosis, Multi Ligament Style	\$30.10	L4370	\$236.26	Leg Brace, Pneumatic	\$47.25
L1930	\$296.05	Ankle/Foot Orthosis, Rigid Plastic Style	\$59.21	L4387	\$189.56	Walking Boot, Non Pneumatic	\$37.91
L3040	\$56.27	Foot Arch Support - Longitudinal	\$11.25	L4397	\$200.30	Ankle Foot Orthosis, Night Splint, Dynamic	\$40.06

Current Medicare Fee Schedule

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PATIENT PRODUCT AGREEMENT & RX		 POWERING MOTION	
DO NOT COVER BARCODE T 8162933 00065		Dispensing Location** (Required for Medicare) NCPS AT PINECREST (OC) 11521 SOUTH DIXIE HIGHWAY PINECREST, FL 33156	
☐ BILL ONLY Do Not Replenish Product		NAME ANDREZ (DJ), RAYMOND - OCEAN O	
Place Product Bar Code Labels Here		1 PRESCRIPTION Provider's Name: First <u>Roger</u> Last <u>Saldana</u> Provider NPI _____ Order / Prescription Date: <u>09 / 12 / 2024</u> An Order Date must be on or before the Date of Service Provider's Signature _____ No signature stamps By my signature, I am prescribing the item(s) listed. In my judgment the prescribed item(s) is medically indicated, necessary and consistent with the current accepted standards of medical practice and treatment of this patient's physical condition. A qualified individual has performed the proper fitting, adjustment, and education of the product(s) with the patient. Do not substitute product. ICD-10 Code: _____ REQUIRED: QTY Items Ordered 1 2 3 4 5 LIMB: LT ☐ RT ☒ N/A ☐	
PATIENT INFORMATION (MANDATORY)			
Patient Last Name: <u>[REDACTED]</u> MI: _____ Patient First Name: <u>[REDACTED]</u> Date of Birth: <u>[REDACTED]</u> / <u>[REDACTED]</u> / <u>[REDACTED]</u> Billing Address: _____ Apt. # City _____ State _____ Zip _____ Phone (Home) (_____) (_____) _____ (Cell) (_____) (_____) _____ Sex ☐ M ☐ F Emergency Contact Name & Phone: _____		6 Date of Injury <u>09 / 12 / 2024</u> Required for all injury claims. ATTACHMENTS ☐ Chart Notes ☐ TOS Receipt ☐ INPATIENT*/SNF* ☐ Insurance/Demos ☐ ABN ☐ TOS Discount Declined ☐ Pre-Auth Faxed - Date: _____ **Dispensing Location If Other Than Clinic Address (Required for Medicare) ☐ Drop Ship to Patient ☐ Other Name _____ Address _____ Apt. # _____ City _____ State _____ Zip _____	
2 MEDICARE PATIENTS (REQUIRED FOR COMPETITIVE BIDDING ITEMS) Zip Code where product will be used (if other than above) _____ If DJO is Subcontractor, Contract Supplier Auth Received Y / N			
3 Guarantor's Name _____ Relationship to Insured _____ ☐ Self ☐ Spouse ☐ Child Primary Insurance Name _____ Primary Insurance Policy ID _____ Group # _____ Insurance Address _____ City _____ ST _____ Zip _____ Secondary Insurance Name _____ Insurance Address _____ City _____ ST _____ Zip _____ Work Comp/Auto Adjuster Name _____ Adjuster Phone _____ Email _____			
4 I permit a copy of this authorization to be as valid as the original. I agree to use all products only in the manner for which they were intended and not to attempt to make any modifications or changes of any kind to the product(s). Some products prescribed by your health care provider are prescription only. All products are to be used only as directed by your health care provider. I agree that DJO is not responsible for defects in or damage caused by non-DJO products. CONSENT FOR TREATMENT, PROOF OF DELIVERY, AUTHORIZATION TO RELEASE INFORMATION AND PERMIT PAYMENT OF INSURANCE BENEFITS TO YOUR HEALTH CARE PROVIDER, DJO OR TO THE CONTRACT SUPPLIER I acknowledge and authorize DJO, its Business Partners and/or the Contract Supplier to deliver, provide, transport, administer or perform (as necessary), the product(s) and/or services prescribed by my health care provider. I acknowledge that I have received the product(s) and services prescribed. I authorize DJO, its Business Partners, or the Contract Supplier to submit a claim for such product(s) and services to my insurer on my behalf, and I assign the benefits payable by my insurer for such product(s) and services to my health care provider, DJO, DJO's Business Partners, or to the Contract Supplier. I authorize my health care provider and DJO, its Business Partners or the Contract Supplier to release any of my medical information required for treatment, payment and health care operations to my insurer to process the claim. I understand that any patient responsibility amount provided to me by DJO, its representatives, Business Partners or the Contract Supplier is an ESTIMATE only. I understand there is no guarantee of payment by my insurance company. I further understand that I am solely responsible for contacting my insurance company if I have any questions about my potential financial obligations for the product(s) and services provided. I understand that DJO or the Contract Supplier do not waive patient financial responsibilities that are responsible for, and agree to pay, any portion of the amount due for such product(s) and services to my insurer, whether resulting from certain medical conditions, injuries, or other reasons. I acknowledge that DJO's Business Partners and/or the Contract Supplier are not responsible for the payment of any portion of the amount due for such product(s) and services to my insurer. I agree to pay all costs, including reasonable attorney's fees, incurred by DJO, its Business Partners or the Contract Supplier. I acknowledge that I have received and understand my Patient Rights and Responsibilities, the DJO Supplier Standards, the Notice of Privacy Practices, the product warranty information, the package insert instructions and instructions on how to reach DJO, its Business Partners or the Contract Supplier if I have any questions, problems or complaints. I also authorize DJO, its Business Partners and/or the Contract Supplier to contact me through my mobile phone using an automated device to broadcast messages for additional information that may be necessary to process my claim and/or a good reason for my absence. If paying by check, I authorize DJO, its Business Partners or the Contract Supplier to process the check electronically. I acknowledge that I have been advised of my right to request the proper operation, care, handling, safety, storage and disposal of the product(s). I have been instructed to consult my health care provider for any questions or concerns related to my medical care or status. I understand some products are not reusable and cannot be re-used or used on multiple patients. These products are to be used only as intended by your health care provider. I also acknowledge that I understand the above-referenced terms and conditions of my agreement. For Medicare Patients Only: I acknowledge that I have not previously received a same or similar product as the product I am receiving today while covered by Medicare.			
DATE RECEIVED (REQUIRED) <u>9/12/24</u>		PATIENT OR GUARANTOR'S SIGNATURE (REQUIRED) <u>[Signature]</u>	
5 PAYMENT FORM ☐ Visa ☐ Mastercard ☐ Discover ☐ American Express ☐ Check (make payable to DJO, LLC and attach to form)		RELATIONSHIP TO PATIENT, IF OTHER THAN SELF <u>Other</u>	
Cardholder _____ Card Number _____ Amount _____ Expiration Date _____		Cardholder _____ Signature _____ Payment Authorization # _____	

* Checked box means patient was later determined to be an inpatient; clinic will be billed directly for this product.

Rev 2/22 PATIENT COPY

MEDICARE DMEPOS SUPPLIER STANDARDS

Note: This is an abbreviated version of the supplier standards every Medicare DMEPOS supplier must meet in order to obtain and retain their billing privileges. These standards, in their entirety, are listed in 42 C.F.R. 424.57(c).

1. A supplier must be in compliance with all applicable Federal and State licensure and regulatory requirements.
2. A supplier must provide complete and accurate information on the DMEPOS supplier application. Any changes to this information must be reported to the National Supplier Clearinghouse within 30 days.
3. A supplier must have an authorized individual (whose signature is binding) sign the enrollment application for billing privileges.
4. A supplier must fill orders from its own inventory, or contract with other companies for the purchase of items necessary to fill orders. A supplier may not contract with any entity that is currently excluded from the Medicare program, any State health care programs, or any other Federal procurement or non-procurement programs.
5. A supplier must advise beneficiaries that they may rent or purchase inexpensive or routinely purchased durable medical equipment, and of the purchase option for capped rental equipment.
6. A supplier must notify beneficiaries of warranty coverage and honor all warranties under applicable State law, and repair or replace free of charge Medicare covered items that are under warranty.
7. A supplier must maintain a physical facility on an appropriate site and must maintain a visible sign with posted hours of operation. The location must be accessible to the public and staffed during posted hours of business. The location must be at least 200 square feet and contain space for storing records.
8. A supplier must permit CMS or its agents to conduct on-site inspections to ascertain the supplier's compliance with these standards.
9. A supplier must maintain a primary business telephone listed under the name of the business in a local directory or a toll free number available through directory assistance. The exclusive use of a beeper, answering machine, answering service or cell phone during posted business hours is prohibited.
10. A supplier must have comprehensive liability insurance in the amount of at least \$300,000 that covers both the supplier's place of business and all customers and employees of the supplier. If the supplier manufactures its own items, this insurance must also cover product liability and completed operations.
11. A supplier is prohibited from direct solicitation to Medicare beneficiaries. For complete details on this prohibition see 42 CFR § 424.57 (c) (11).
12. A supplier is responsible for delivery of and must instruct beneficiaries on the use of Medicare covered items, and maintain proof of delivery and beneficiary instruction.
13. A supplier must answer questions and respond to complaints of beneficiaries, and maintain documentation of such contacts.
14. A supplier must maintain and replace at no charge or repair cost either directly, or through a service contract with another company, any Medicare-covered items it has rented to beneficiaries.
15. A supplier must accept returns of substandard (less than full quality for the particular item) or unsuitable items (inappropriate for the beneficiary at the time it was fitted and rented or sold) from beneficiaries.
16. A supplier must disclose these standards to each beneficiary it supplies a Medicare-covered item.
17. A supplier must disclose any person having ownership, financial, or control interest in the supplier.
18. A supplier must not convey or reassign a supplier number, i.e., the supplier may not sell or allow another entity to use its Medicare billing number.
19. A supplier must have a complaint resolution protocol established to address beneficiary complaints that relate to these standards. A record of these complaints must be maintained at the physical facility.
20. Complaint records must include: the name, address, telephone number and health insurance claim number of the beneficiary, a summary of the complaint, and any actions taken to resolve it.
21. A supplier must agree to furnish CMS any information required by the Medicare statute and regulations.
22. All suppliers must be accredited by a CMS-approved accreditation organization in order to receive and retain a supplier billing number. The accreditation must indicate the specific products and services for which the supplier is accredited in order for the supplier to receive payment for those specific products and services (except for certain exempt pharmaceuticals).
23. All suppliers must notify their accreditation organization when a new DMEPOS location is opened.
24. All supplier locations, whether owned or subcontracted, must meet the DMEPOS quality standards and be separately accredited in order to bill Medicare.
25. All suppliers must disclose upon enrollment all products and services, including the addition of new product lines for which they are seeking accreditation.
26. A supplier must meet the surety bond requirements specified in 42 CFR § 424.57 (d).
27. A supplier must obtain oxygen from a state-licensed oxygen supplier.
28. A supplier must maintain ordering and referring documentation consistent with provisions found in 42 CFR § 424.516(f).
29. A supplier is prohibited from sharing a practice location with other Medicare providers and suppliers.
30. A supplier must remain open to the public for a minimum of 30 hours per week except physicians (as defined in section 1846(i) (3) of the Act) or physical and occupational therapists or a DMEPOS supplier working with custom made orthotics and prosthetics.

PATIENT BILL OF RIGHTS AND RESPONSIBILITIES**You have the right to:**

- Be fully informed in advance about care/service to be provided, including the disciplines that furnish care and the frequency of visits, as well as any modifications to the plan of care
- Receive information about the scope of services that the organization will provide and specific limitations on those services
- Participate in the development and periodic revision of the plan of care
- Refuse care or treatment after the consequences of refusing care or treatment are fully presented
- Be informed of client/patient rights under state law to formulate an Advanced Directive, if applicable
- Choose a healthcare provider, including an attending physician, if applicable
- Have one's property and person treated with respect, consideration, and recognition of client/patient dignity and individuality
- Receive appropriate care without discrimination in accordance with physician's orders, if applicable
- Receive clear instructions in the use of all products and equipment and the treatment plan designated and ordered by your physician
- Be informed, in advance of care/service being provided and their financial responsibility
- Be fully informed of one's responsibilities
- Be able to identify visiting personnel members through proper identification
- Be free from mistreatment, neglect, or verbal, mental, sexual, and physical abuse, including injuries of unknown source, and misappropriation of client/patient property
- Confidentiality and privacy of all information contained in the client/patient record and of Protected Health Information (PHI)
- Be advised on the agency's policies and procedures regarding the disclosure of clinical records
- Be informed of any financial benefits when referred to an organization
- Receive service without regard to race, religion, color, age, gender, handicap, sexual orientation, veteran status or lifestyle
- Know that the company does not engage in any relationships that may result in profit for the referring organization
- Know the company's liability insurance is utilized when the corporation is found to be legally liable
- Voice grievances/complaints regarding treatment or care or lack of respect of property, or recommend changes in policy, personnel, or care/service without restraint, interference, coercion, discrimination, or reprisal
- Have grievances/complaints regarding treatment or care that is (or fails to be) furnished, or lack of respect of property investigated
- Express satisfaction, concerns, or dissatisfaction with any aspect of care, employee interaction, product or equipment or any DJO related services by calling DJO Customer Support at 800-548-3370 (MONDAY - FRIDAY 8:00am to 5:00pm Central Time) or by writing to DJO, LLC, Attn: Patient Advocate, 2900 Lake Vista Drive, Suite 200, Lewisville, TX 75067. You may also contact the Accreditation Commission for Health Care at 919-785-1214, the State of California Department of Consumer Affairs at 800-952-5210, or the Centers for Medicare and Medicaid Services (CMS), if applicable, at 800-MEDICARE (800-633-4227).

Your responsibilities include the following:

- Caring for and using the device as instructed by a DJO representative
- Not modifying any equipment without the prior written consent of the Company
- Not allowing the use of any equipment by anyone other than you, the patient
- Notifying the Company promptly in the case of any equipment malfunctions and allowing a Company representative to repair or provide replacement equipment within an agreed upon timeframe
- Understanding that DJO is able to provide you with estimates only of the amount your insurance company may pay for the product
- If you are impacted by a disaster or emergency and have questions about your equipment please contact DJO at 1-888-225-4398. For more information about emergency preparedness please visit <https://www.ready.gov/>
- Accepting responsibility for payment of any balance due on equipment or services supplied by DJO, LLC if your insurance carrier(s) do not pay the entire billed amount and understanding that you may be financially responsible in the event of a determination of noncoverage
- Understanding that this product is single patient use only

Product Returns: DJO accepts returns only within 14 days from the date of service. Please call 1-888-225-4398 and a Return Specialist will help you. Product exchanges are handled at the clinic within 14 days from the date of service.

OFC Rev 2/22

NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

DJO/contract supplier are committed to protecting your privacy and understands the importance of safeguarding your medical information. We are required by federal law to maintain the privacy of health information that identifies you or that could be used to identify you (known as Protected Health Information or "PHI"). We also are required to provide you with this Notice of Privacy Practices, which explains our legal duties and privacy practices, as well as your rights, with respect to PHI that we collect and maintain. DJO/contract supplier is required by federal law to abide by this Notice. However, we reserve the right to change the privacy practices described in this Notice and make the new practices effective for all PHI that we maintain. Should we make such a change, you may obtain a revised Notice by calling our office and requesting a revised copy be sent in the mail or accessing our website at www.djoglobal.com.

USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

A. Routine Uses and Disclosures of Protected Health Information

We are permitted under federal law to use and disclose PHI, without your written authorization, for certain routine uses and disclosures, such as those made for treatment, payment, and the operation of our business. The following are examples of the types of routine uses and disclosures of PHI that we are permitted to make. While this list is not exhaustive, it should give you an idea of the routine uses and disclosures we are permitted to make.

For Treatment: We will use and disclose your PHI to provide, coordinate, or manage your treatment. For example, we will disclose your PHI, as necessary, to the physician that referred you to us.

For Payment: Your PHI will be used, as needed, to obtain payment for the health care services we provide you. For example, we may tell your health plan about an orthotic device you will receive to determine whether your plan will cover the device.

For Health Care Operations: We may use or disclose your PHI in order to support the business activities of this facility. These activities include, but are not limited to, quality assessment, employee review, legal services, licensing, and conducting or arranging for other business activities.

Treatment Alternatives: We may use or disclose your PHI or contact you to provide you with information about treatment alternatives or other health-related benefits and services that may be of interest to you.

Sale of the Business: If we decide to sell, transfer or merge all or part of our business to or with another entity, we may share your PHI with the new owners.

B. Uses and Disclosures That May Be Made Without Your Authorization or Opportunity to Object

We may use or disclose your PHI in the following situations without your authorization or providing you the opportunity to object.

Required by the Secretary of Health and Human Services: We may be required to disclose your PHI to the Secretary of Health and Human Services to investigate or determine our compliance with the requirements of the final rule on Standards for Privacy of Individually Identifiable Health Information.

Required by Law: We may use or disclose your PHI to the extent that the use or disclosure is otherwise required by federal, state or local law.

Public Health: We may disclose your PHI for public health activities, such as disclosures to a public health authority or other government agency that is permitted by law to collect or receive the information (e.g., the Food and Drug Administration).

Health Oversight: We may disclose PHI to a health oversight agency for activities authorized by law, such as audits, investigations, and inspections. Oversight agencies include government agencies that oversee the health care system, government benefit programs, other government regulatory programs and civil rights laws.

Abuse or Neglect: If you have been a victim of abuse, neglect, or domestic violence, we may disclose your PHI to a government agency authorized to receive such information. In addition, we may disclose your PHI to a public health authority that is authorized by law to receive reports of child abuse or neglect.

Judicial and Administrative Proceedings: We may disclose your PHI in response to an order of a court or administrative tribunal (to the extent such disclosure is expressly authorized), and, in certain conditions, in response to a subpoena, discovery request or other lawful process.

Law Enforcement: We may disclose your PHI, so long as applicable legal requirements are met, for law enforcement purposes, such as providing information to the police about the victim of a crime.

Coroners and Funeral Directors: We may disclose your PHI to a coroner, medical examiner, or funeral director if it is needed to perform their legally authorized duties.

Organ Donation: If you are an organ donor, we may disclose your PHI to organ procurement organizations as necessary to facilitate organ donation or transplantation.

Research: Under certain circumstances, we may disclose your PHI to researchers when their research has been approved by an institutional review board that has reviewed the research proposal and established protocols to ensure the privacy of your PHI.

Serious Threat to Health or Safety: We may disclose your PHI if we believe it is necessary to prevent a serious and imminent threat to the public health or safety and it is to someone we reasonably believe can prevent or lessen the threat.

Specialized Government Functions: When the appropriate conditions apply, may disclose PHI for purposes related to military or national security concerns, such as for the purpose of a determination by the Department of Veterans Affairs of your eligibility for benefits.

Workers' Compensation: We may disclose your PHI as necessary to comply with workers' compensation laws and other similar programs.

Inmates: We may use or disclose your PHI if you are an inmate of a correctional facility and we created or received your PHI while providing care to you.

C. Uses and Disclosures That May Be Made Either with Your Agreement or the Opportunity to Object

Unless you object, we may disclose to a member of your family, a relative, a close friend or any other person you identify, orally or in writing, your PHI that directly relates to that person's involvement in your health care. If you are unable to agree or object to such disclosure, we may disclose such information as necessary if we determine that it is in your best interest based on our professional judgment. We may use or disclose your PHI to notify or assist in notifying a family member, personal representative or any other person that is responsible for your care of your location or general condition.

D. Uses and Disclosures of Protected Health Information Based Upon Your Written Authorization

Marketing: We must obtain your written authorization to use and disclose your PHI for most marketing purposes.

Sale of PHI: We must obtain your written authorization for any disclosure of your PHI which constitutes a sale of PHI.

Other Uses: Other uses and disclosures of your PHI, not described above, will be made only with your written authorization. You may revoke your authorization, at any time, in writing, except to the extent that we have taken action in reliance on the authorization.

YOUR RIGHTS REGARDING HEALTH INFORMATION ABOUT YOU

You have certain rights regarding your PHI, which are explained below. You may exercise these rights by submitting request in writing to the Privacy Officer.

A. You have the right to inspect and copy your PHI. If you would like to see or copy your PHI that is contained in a designated record set (e.g., medical and billing records), we are required to provide you access to such PHI for inspection and copying within 30 days after receipt of your request (60 days if the information is stored off-site). We may charge you a reasonable fee to cover duplication, mailing and other costs incurred by us in complying with your request. In addition, there are situations where we may deny your request for access to your PHI. For example, we may deny your request if we believe the disclosure will endanger your life or that of another person. Depending on the circumstances of the denial, you may have a right to have this decision reviewed.

B. You have the right to request a restriction of your PHI. This means you may ask us not to use or disclose any part of your PHI for purposes of treatment, payment or health care operations. You may also request that any part of your PHI not be disclosed to family members or friends who may be involved in your care or for notification purposes as described in this Notice. Your request must state the specific restriction requested and to whom you want the restriction to apply. We are not required to agree to a restriction that you may request. If we agree to the requested restriction, we may not use or disclose your PHI in violation of that restriction unless it is needed to provide emergency treatment. However, we must agree not to disclose your PHI to your health plan if the disclosure is for payment or health care operations and relates to a health care item or service which you paid for in full out of pocket.

C. You have the right to request to receive confidential communications from us by alternative means or at an alternative location. We will accommodate reasonable requests. We may also condition this accommodation by asking you for information as to how payment will be handled or specification of an alternative address or other method of contact.

D. You have the right to amend your PHI. This means you may request an amendment of your PHI in our records that is contained in a designated record set (e.g., medical and billing records) for as long as we maintain the PHI. We will respond to your request within 60 days (with up to a 30-day extension if needed). We may deny your request if, for example, we determine that your PHI is accurate and complete. If we deny your request, we will send you a written explanation and allow you to submit a written statement of disagreement.

E. You have the right to receive an accounting of certain disclosures that we have made of your PHI. You have the right to receive an accounting of certain disclosures we have made, many, of your PHI. This right only applies to disclosures for purposes other than treatment, payment or health care operations as described in this Notice. It also excludes disclosures we may have made to you, your family members or friends involved in your care. The right to receive this information is subject to certain exceptions, restrictions and limitations. You must specify a time period, which may not be longer than 6 years and cannot include any date before April 14, 2003. You may request a shorter timeframe. You have the right to one free request within any 12-month period, but we may charge you for any additional requests in the same 12-month period. We will notify you about any such charges, and you are free to withdraw or modify your request in writing before any charges are incurred.

F. You have the right to obtain a paper copy of this notice from us.

G. You have the right to be notified if you are affected by a breach of unsecured PHI.

H. You have the right to opt out of receiving fundraising communications from us. We may contact you for fundraising purposes. You have the right to opt out of receiving these communications.

COMPLAINTS

If you believe that we have violated your privacy rights, you may file a complaint with us by notifying the Privacy Officer. DJO's Privacy Officer can be contacted in writing at the following address:

DJO, LLC
5919 Sea Otter Place, Ste. 200
Carlsbad, CA 92010

Attn: Corporate Compliance/Privacy Officer

Addresses and phone numbers for Contract Supplier Privacy Officers can be found at <https://www.djoglobal.com/MedicareSupplierInfo> or by calling 888-225-4398.

We will not retaliate against you in any way for filing a complaint. You may also submit your complaint to the Secretary of Health and Human Services.

This is a revision to a notice that was first published and effective April 14, 2003. This Notice is effective on January 1, 2020.

EXHIBIT C



PAY ONLINE OR BY PHONE (24/7) AT:

[carecentrix.com/patients](https://www.carecentrix.com/patients) 877-989-5919

To speak to a representative, call 877-561-9910

Print Date: 10/12/2024 Statement Date: 10/12/2024

CareCentrix now offers automatic payments. It's easy and won't cost you anything extra. Enroll today by visiting <https://www.carecentrix.com/patients/> or call us today at 1-877-461-3148 to get started!

SIMPLE, SEAMLESS AND SECURE



Create a healthcare Account today and simplify the way you manage and pay your healthcare bills. Plus, view payment history and eStatements, set up automatic payments and manage payment methods 24/7.

Get started now at www.carecentrix.com/patients

► Services for J [REDACTED] B [REDACTED] - BCBS FL - XXXXXXXX2626

DATE OF SERVICE	HCPC CODE	SERVICE PROVIDER	DESCRIPTION OF SERVICE	CHARGES
Account #: 3748-MRQ52	Invoice #: 3748-0004815182	Intake Patient ID: 10543972		
09/12/24	L1833	DJO, LLC	KO ADJ JNT POS R SUP PRE OTS	\$751.15
PLEASE SEE REVERSE SIDE FOR IMPORTANT MESSAGES				
The balance due reflects your responsibility after insurance consideration. If you have any questions concerning your benefits, contact your insurance company. For billing questions call Customer Service at our toll free number 877-561-9910. Monday - Friday 8am to 6pm EST.				
Total Insurance Charges				\$751.15
Total Payments Received				\$501.15
Insurance Pending				\$0.00
Adjustments				\$0.00

Patient Payment Amount Due by 11/11/2024: \$250.00

IMPORTANT PLAN INFORMATION

Federal members log in at fepblue.org, all other Florida Blue members login at floridablue.com for health plan benefits and claims payment details.

IMPORTANT MESSAGE

If you had government program secondary coverage (for example, Medicare, Medicaid) on the above date(s) of service, you are not required to pay this bill, but you must submit your secondary insurance information to CareCentrix. Please visit www.carecentrix.com/patients for further instructions on how to send your information to us via email or fax. If you have additional questions, you can contact us at 877-561-9910.

9542-02-61-0009347-0001-0001 090902-0016946 RID-1080511



CareCentrix works for you and your health plan to coordinate your home care needs through our network of qualified home healthcare providers.

Who is CareCentrix?

CareCentrix is an expert in home health care coordination. We work on behalf of your health plan to help ensure your covered home health care is delivered by network providers with the appropriate training. CareCentrix is also responsible to collect home health care payments as specified by your health plan.

Who do I call if I have questions?

If you have a medical question, please call your local doctor, nurse or health care provider. CareCentrix cannot answer medical questions. If you have a medical emergency, call 911.

For questions about your home health benefits, contact your health insurance plan by calling the number on the back of your insurance card.

For Billing questions, call our toll free Customer Service number at 877-561-9910.

If you suspect fraudulent or other illegal activity, call our toll free Compliance Hotline at 877-848-8229.

How do I pay my co-pay, co-insurance or deductible?

If your plan requires you pay a co-pay, deductible or coinsurance for home health care services, you are required to pay CareCentrix this amount at the time of your service.

There are three ways you can pay:



Mail: Complete the payment portion of this statement and mail it back with payment in the enclosed envelope.



Pay by Phone: 877-989-5918.



On-line: visit www.carecentrix.com/patients

CareCentrix accepts all major credit cards and check payments over the phone or online.

Why don't I pay this amount to my care provider?

CareCentrix has paid your home health provider for these covered services. Per our agreement with your provider, CareCentrix is responsible for collecting the copay, coinsurance, and/or deductible on these services.



9842-02-51-0003347-0001-000200002-0018045 RID-1080511

The CareCentrix Approach

CareCentrix provides scalable solutions for cost-effective, patient-centered Home Health & Home DME through a national provider network of over 8,000 locations.



Provides expertise and experience

- Coordinated more than 1 million home health visits in 2016, and more than 4 million orders for home medical equipment



Coordinates services and eliminates silos

- The average patient leaving the hospital may need between 3 and 4 services delivered in the home, usually provided by different agencies

Be sure to visit carecentrix.com/home-health-dme



EXHIBIT D

AM-0001



PO Box 660852 | Dallas TX 75266-0852

Summary of Charges

Statement Date	11/05/2024
Account Number	D9197675
Patient Name	J [REDACTED] B [REDACTED]
Payments and Adjustments	-\$598.00
Due Date	Upon Receipt

Amount Due	\$0.00
------------	--------



Mobile Quick Pay

Make an instant payment by using the camera on your smartphone!



PO Box 660852 | Dallas TX 75266-0852

Patient Statement

① For help with billing questions, please use our chat feature at PersonasPay.com/DJO or call us at 1-888-225-4398 Office Hours: M-F 8:00 AM - 5:30 PM CST

ADDRESSEE:

PARENT/GUARDIAN OF J [REDACTED] B [REDACTED]
6740 SW 133RD TER
PINECREST FL 33156-8959



08052 00000005

☐ Check if address/insurance changes are on back

AMOUNT DUE
\$0.00

Online Bill Pay

Make a quick and easy payment online with your checking account.



PersonasPay.com/DJO

Manage Your Account



Online Bill Pay

Make a fast, secure one-time payment today!
PersonasPay.com/DJO



Chat Feature or Talk to a Live Agent

Chat with us at PersonasPay.com/DJO or call 1-888-225-4398 Office Hours: M-F 8:00 AM - 5:30 PM CST



Enroll For Text Notifications

A friendly reminder that your statement is on the way!
Enroll today at PersonasPay.com/DJO

Patient Name:	J [REDACTED] B [REDACTED]
Account Number:	D9197675
Due Date:	Upon Receipt
Amount Due:	\$0.00



Make a one-time payment today!

PersonasPay.com/DJO

MAKE CHECKS PAYABLE AND REMIT TO:

DJO, LLC
PO Box 660852
Dallas TX 75266-0852

00000091976750000000000000009

Date	Billing Code/HCPC Product Desc	Charges	Adjustments	Insurance Payments	Patient Payments	Balance Due
9/12/24	PRESCRIBING PHYSICIAN: ROGER SALDANA L1833 DRYTEX HINGED KNEE WITH	\$598.00	\$0.00	\$0.00	\$0.00	\$0.00
10/10/24	INVOICE TOTAL CARECENTRIX BCBS FL BGS	\$598.00 \$0.00	\$0.00 -\$212.00	\$0.00 -\$386.00	\$0.00 \$0.00	\$598.00 \$0.00

DJO Global provided the above product(s) as prescribed by your health care provider. Where applicable, insurance has been billed.

- For work-related injury cases, please contact us with your claim information at 1-888-225-4398 or email workcomp@enovis.com.
- Payments made within 10 days prior to this statement may not be reflected in the account balance.
- The balance indicated is now your responsibility. Prompt payment is appreciated.
- For insured patients who have opted for self-pay, insurance was not billed based on your elections.

Payment Options

- Online Payments - Visit www.personapay.com/djo
- Make checks payable to DJO, LLC. Please write your account number on your check and include payment coupon in enclosed return envelope.
- IVR Payments can be made by phone by calling 1-888-225-4398 and follow automated prompts.

Change of Address

Name (Last, First, Middle Initial)

Address

City

State

ZIP

Telephone

If Paying By Credit Card, Fill Out Below

CHECK CARD USING FOR PAYMENT



CARD NUMBER

SIGNATURE

PRINT NAME

EXP. DATE

AMOUNT PAID

Primary Insurance Updates

Primary Insured Name

Primary Insurance Name

Effective Date

Primary Insurance Street Address

City

State

ZIP

Telephone

Employer Name

Group Number

Subscriber ID #

Policyholder's Date of Birth

Secondary Insurance Updates

Secondary Insured Name

Secondary Insurance Name

Effective Date

Secondary Insurance Street Address

City

State

ZIP

Telephone

Employer Name

Group Number

Subscriber ID #

Policyholder's Date of Birth

EXHIBIT E

From: Brown, Matthew
Sent: Thursday, December 12, 2024 3:23 PM
To: patientbillingresponseteam@carecentrix.com
Cc: Matthew Brown <matbro@gmail.com>
Subject: J■■■■B■■■■(DOB ■■■■-■■■-12) - Acct# 3748-MRQ52

Following a phone conversation this afternoon with Katina C. at CareCentrix, and at her request, I am forwarding to you the statement we requested and received from DJO, the Service Provider related to CareCentrix Account 3748-MRQ52, Inv# 37480004815182, for patient J■■■■B■■■■ DOB ■■■■/■■■/12, date of service 9/12/24. As discussed with Katina (and with a representative from Anthem on the line,

Ayanna H., Ref# IC22924323), DJO has accepted payment of \$386 as payment in full of their claim and have closed their account for this matter (with a \$0 balance due). CareCentrix has already received payment in the amount of \$501.15 from Anthem, exceeding the amount paid to DJO, and therefore nothing else should be due to CareCentrix at this time.

Please confirm in writing that nothing further is due and that this matter is closed. Thank you.

Best regards,

Matthew Brown
matbro@gmail.com
717-319-4199

=====

EXHIBIT F



PAY ONLINE OR BY PHONE (24/7) AT:

[carecentrix.com/patients](https://www.carecentrix.com/patients) 877-989-5918

To speak to a representative, call 877-561-9910

Print Date: 1/10/2025 Statement Date: 01/10/2025

CareCentrix now offers automatic payments. It's easy and won't cost you anything extra. Enroll today by visiting <https://www.carecentrix.com/patients/> to get started!

SIMPLE, SEAMLESS AND SECURE



Scan the QR Code above to pay your bill, sign up for ebill, or register for automatic payments.

Services for [REDACTED] - BCBS FL - XXXXXXXX2626

DATE OF SERVICE	HCPC CODE	SERVICE PROVIDER	DESCRIPTION OF SERVICE	CHARGES
Account #: 3748-MRQ52 Invoice #: 3748-0004815182 Intake Patient ID: 10543972				
09/12/24	L1833	DJO, LLC	KO ADJ JNT POS R SUP PRE OTS	\$751.15
PLEASE SEE REVERSE SIDE FOR IMPORTANT MESSAGES				
The balance due reflects your responsibility after insurance consideration. If you have any questions concerning your benefits, contact your insurance company. For billing questions call Customer Service at our toll free number 877-561-9910. Monday - Friday 8am to 6pm EST.				
Total Insurance Charges				\$751.15
Total Payments Received				\$501.15
Insurance Pending				\$0.00
Adjustments				\$0.00

Patient Payment Amount Due by 02/09/2025: \$250.00

IMPORTANT PLAN INFORMATION

Federal members log in at [FLBLUE.org](https://www.FLBLUE.org), all other Florida Blue members login at [FloridaBlue.com](https://www.FloridaBlue.com) for health plan benefits and claims payment details.

IMPORTANT MESSAGE

If you had government program secondary coverage (for example, Medicare, Medicaid) on the above date(s) of service, you are not required to pay this bill, but you must submit your secondary insurance information to CareCentrix. Please visit www.carecentrix.com/patients for further instructions on how to send your information to us via email or fax. If you have additional questions, you can contact us at 877-561-9910.



9119 Corporate Lake Drive, Suite 200 | Tampa, FL 33634

00043325 01 AE 0566 **AUTO: 772 9614 33156-695940 -C03-P0432912



6740 SW 133RD TER
PINECREST, FL 33156-6959

For [REDACTED]
Invoice #: 3748-0004815182 \$250.00

Payment Amount Due By 02/09/2025: \$250.00

Credit Card # ☐ VISA ☐ DISCOVER ☐ MASTERCARD	Expiration Date	Security Code
--	-----------------	---------------

Enclosed



CARECENTRIX
PO BOX 277947
ATLANTA GA 30384-7947

Please direct Legal Correspondence or Bankruptcy Notifications to:
Patient Billing, CareCentrix, 9119 Corporate Lake Drive, Tampa, FL 33634

8814-03-81-00043325-0001-0001030333-00010304 84C-106574

EXHIBIT G



Final Notice

PAY ONLINE OR BY PHONE (24/7) AT:

[carecentrix.com/patients](https://www.carecentrix.com/patients)

877-989-5918

To speak to a representative, call 866-441-4169

Print Date: 3/26/2025

Statement Date: 01/10/2025

CareCentrix now offers automatic payments. It's easy and won't cost you anything extra. Enroll today by visiting <https://www.carecentrix.com/patients/> to get started!



Scan the QR Code above to pay your bill, sign up for ebill, or register for automatic payments.

Services for J [REDACTED] B [REDACTED] BCBS FL - XXXXXXXX2626

DATE OF SERVICE	HOPC CODE	SERVICE PROVIDER	DESCRIPTION OF SERVICE	CHARGES
Account #: 3748-MRQ52 Invoice #: 3748-0004815182			Intake Patient ID: 10543972	
09/12/24	L1833	DJO, LLC	KO ADJ JNT POS R SUP PRE OTS	\$751.15

PLEASE SEE REVERSE SIDE FOR IMPORTANT MESSAGES

The balance due reflects your responsibility after insurance consideration. If you have any questions concerning your benefits, contact your insurance company. For billing questions call Customer Service at our toll free number 866-441-4169, Monday - Friday 8am to 6pm EST.

Total Insurance Charges \$751.15

Total Payments Received \$501.15

Insurance Pending \$0.00

Adjustments \$0.00

****FINAL NOTICE****

YOUR ACCOUNT IS PAST DUE. IF PAYMENT IS NOT RECEIVED OR YOU DO NOT CONTACT US TO MAKE PAYMENT ARRANGEMENTS, YOUR ACCOUNT WILL BE SENT TO AN OUTSIDE COLLECTION AGENCY WITHIN 30 DAYS.

Patient Payment Amount Due by PAST DUE: \$250.00

IMPORTANT PLAN INFORMATION

Federal members log in at [FEPBLUE.org](https://www.FEPBLUE.org), all other Florida Blue members login at [FloridaBlue.com](https://www.FloridaBlue.com) for health plan benefits and claims payment details.

IMPORTANT MESSAGE

Please note that if you have secondary government program coverage (Medicare, Medicaid) for the item or service billed, you are not responsible for the enclosed bill as long as we have your current secondary coverage information on file.



P.O. Box 3011 | Monroe, WI 53566-8311

0006203 01 AB 6.58 **AUTO H3 0 9680 33156-695940 -C05-P06209-12



6740 SW 133RD TER
PINECREST, FL 33156-6959

For J [REDACTED] B [REDACTED]
Invoice #: 3748-0004815182 \$250.00

Payment Amount PAST DUE:		\$250.00
Credit Card # ☐ VISA ☐ DISCOVER		
☐ MASTERCARD		
Expiration Date	Security Code	

Enclosed

CARECENTRIX
PO BOX 277947
ATLANTA GA 30384-7947

Please direct Legal Correspondence or Bankruptcy Notifications to:
Patient Billing, CareCentrix, 9119 Corporate Lake Drive, Tampa, FL 33634



CareCentrix works for you and your health plan to coordinate your home care needs through our network of qualified home healthcare providers.

Who is CareCentrix?

CareCentrix is an expert in home health care coordination. We work on behalf of your health plan to help ensure your covered home health care is delivered by network providers with the appropriate training. CareCentrix is also responsible to collect home health care payments as specified by your health plan.

When do I call if I have questions?

If you have a medical question, please call your local doctor, nurse or health care provider. CareCentrix cannot answer medical questions. If you have a medical emergency, call 911.

For questions about your home health benefits, contact your health insurance plan by calling the number on the back of your insurance card.

For Billing questions, call our toll free Customer Service number at 877-561-9910.

If you suspect fraudulent or other illegal activity, call our toll free Compliance Hotline at 877-848-6229.

Health Savings Account (HSA) + Flex Spending Accounts (FSA)

Payments received from your HSA or FSA are posted against your balance as soon as they are received. For additional information regarding your HSA or FSA, please contact your health plan.

GO PAPERLESS

Ebill is paperless. Paying online is faster and eliminates any risk associated with lost or stolen correspondence. By eliminating paper bills and mail, you also reduce your impact on the environment. With Ebill, you will be notified of any new changes via your choice of text, email or both. The notification includes a link to easily access and review your account online.

How do I pay my co-pay, co-insurance or deductible? If your plan requires you pay a co-pay, deductible or coinsurance for home health care services, you are required to pay CareCentrix this amount at the time of your service.

There are three ways you can pay:



Mail: Complete the payment portion of this statement and mail it back with payment in the enclosed envelope.



Pay by Phone: 877-989-9059.



On-line: visit www.carecentrix.com/patients

CareCentrix accepts all major credit cards and check payments over the phone or online.

Why don't I pay this amount to my care provider?

CareCentrix has paid your home health provider for these covered services. Per our agreement with your provider, CareCentrix is responsible for collecting the copay, coinsurance, and/or deductible on these services.

ENROLL IN AUTOPAY

Enroll in AutoPay to make automatic payments every month from your bank account or credit card.

<https://www.personapay.com/carecentrix/login>

For assistance in enrolling in autopay, please call 877-461-3145.

Scan the QR Code to visit our payment portal.



Page 2

Changes to Account Information

Address			
City	State	ZIP	
Primary Phone			
Secondary Phone			
Email			

Exhibit B

FORM 1.997. CIVIL COVER SHEET

The civil cover sheet and the information contained in it neither replace nor supplement the filing and service of pleadings or other documents as required by law. This form must be filed by the plaintiff or petitioner with the Clerk of Court for the purpose of reporting uniform data pursuant to section 25.075, Florida Statutes. (See instructions for completion.)

I. CASE STYLE

IN THE CIRCUIT/COUNTY COURT OF THE ELEVENTH JUDICIAL CIRCUIT,
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

Matthew Brown
Plaintiff

Case # _____
Judge _____

vs.

CareCentrix, Inc., DJO Global, Inc.
Defendant

II. AMOUNT OF CLAIM

Please indicate the estimated amount of the claim, rounded to the nearest dollar. The estimated amount of the claim is requested for data collection and clerical processing purposes only. The amount of the claim shall not be used for any other purpose.

- ☐ \$8,000 or less
- ☐ \$8,001 - \$30,000
- ☐ \$30,001- \$50,000
- ☐ \$50,001- \$75,000
- ☐ \$75,001 - \$100,000
- ☒ over \$100,000.00

III. TYPE OF CASE (If the case fits more than one type of case, select the most definitive category.) If the most descriptive label is a subcategory (is indented under a broader category), place an x on both the main category and subcategory lines.

CIRCUIT CIVIL

- ☐ Condominium
- ☐ Contracts and indebtedness
- ☐ Eminent domain
- ☐ Auto negligence
- ☐ Negligence—other
 - ☐ Business governance
 - ☐ Business torts
 - ☐ Environmental/Toxic tort
 - ☐ Third party indemnification
 - ☐ Construction defect
 - ☐ Mass tort
 - ☐ Negligent security
 - ☐ Nursing home negligence
 - ☐ Premises liability—commercial
 - ☐ Premises liability—residential
- ☐ Products liability
- ☐ Real Property/Mortgage foreclosure
 - ☐ Commercial foreclosure
 - ☐ Homestead residential foreclosure
 - ☐ Non-homestead residential foreclosure
 - ☐ Other real property actions
- ☐ Professional malpractice
 - ☐ Malpractice—business
 - ☐ Malpractice—medical
 - ☐ Malpractice—other professional
- ☒ Other
 - ☐ Antitrust/Trade regulation
 - ☒ Business transactions
 - ☐ Constitutional challenge—statute or ordinance
 - ☐ Constitutional challenge—proposed amendment
 - ☐ Corporate trusts
 - ☐ Discrimination—employment or other
 - ☐ Insurance claims
 - ☐ Intellectual property
 - ☐ Libel/Slander
 - ☐ Shareholder derivative action
 - ☐ Securities litigation
 - ☐ Trade secrets
 - ☐ Trust litigation

COUNTY CIVIL

- ☐ Small Claims up to \$8,000
- ☐ Civil
- ☐ Real property/Mortgage foreclosure

- ☐ Replevins
- ☐ Evictions
 - ☐ Residential Evictions
 - ☐ Non-residential Evictions
- ☐ Other civil (non-monetary)

COMPLEX BUSINESS COURT

This action is appropriate for assignment to Complex Business Court as delineated and mandated by the Administrative Order. Yes ☒ No ☐

IV. REMEDIES SOUGHT (check all that apply):

- ☒ Monetary;
- ☒ Nonmonetary declaratory or injunctive relief;
- ☒ Punitive

V. NUMBER OF CAUSES OF ACTION: []
(Specify)

3

VI. IS THIS CASE A CLASS ACTION LAWSUIT?

- ☒ yes
- ☐ no

VII. HAS NOTICE OF ANY KNOWN RELATED CASE BEEN FILED?

- ☒ no
- ☐ yes If “yes,” list all related cases by name, case number, and court.

VIII. IS JURY TRIAL DEMANDED IN COMPLAINT?

- ☒ yes
- ☐ no

IX. DOES THIS CASE INVOLVE ALLEGATIONS OF SEXUAL ABUSE?

- ☐ yes
- ☒ no

I CERTIFY that the information I have provided in this cover sheet is accurate to the best of my knowledge and belief, and that I have read and will comply with the requirements of Florida Rule of Judicial Administration 2.425.

Signature: s/ Ryan D Watstein
Attorney or party

Fla. Bar # 93945
(Bar # if attorney)

Ryan D Watstein
(type or print name)

07/02/2025
Date

☒ IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA. ☐ IN THE COUNTY COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA.		
DIVISION ☒ CIVIL ☐ DISTRICTS ☐ OTHER	SUMMONS 20 DAY CORPORATE SERVICE (a) GENERAL FORMS	CASE NUMBER
PLAINTIFF(S) Matthew Brown, individually and on behalf of all those similarly situated	VS. DEFENDANT(S) CareCentrix, Inc. and DJO Global, Inc.	SERVICE

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE COMMANDED to serve this summons and copy of the complaint or petition in this action on defendant(s): DJO Global, Inc.

2900 Lake Vista Drive

Ste 200

Lewisville, TX 75067

Each defendant is required to serve written defense to the complaint or petition on

Plaintiff's Attorney: Ryan Watstein

whose address is: 218 Northwest 24th Street

3rd Floor

Miami, FL 33127

CLOCK IN

within 20 days " **Except when suit is brought pursuant to s. 768.28, Florida Statutes, if the State of Florida, one of its agencies, or one of its officials or employees sued in his or her official capacity is a defendant, the time to respond shall be 40 days. When suit is brought pursuant to. 768.28, Florida Statutes, the time to respond shall be 30 days.**" after service of this summons on that defendant , exclusive of the day of service, and to file the original of the defenses with the Clerk of this Clerk Court either before service on Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

JUAN FERNANDEZ-BARQUIN CLERK OF THE COURT AND COMPTROLLER MIAMI-DADE COUNTY CIRCUIT AND COUNTY COURTS	BY: _____ DEPUTY CLERK	DATE
--	---------------------------	------

AMERICANS WITH DISABILITIES ACT OF 1990
ADA NOTICE

"If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Alean Simpkins, the Eleventh Judicial Circuit Court's ADA Coordinator, Lawson E. Thomas Courthouse Center, 175 NW 1st Avenue, Suite 2400, Miami, FL 33128; Telephone (305) 349-7175; TDD (305) 349-7174, Email ADA@jud11.flcourts.org; or via Fax at (305) 349-7355, at least seven (7) days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711."

☒ IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA. ☐ IN THE COUNTY COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA.		
DIVISION ☒ CIVIL ☐ DISTRICTS ☐ OTHER	SUMMONS 20 DAY CORPORATE SERVICE (a) GENERAL FORMS	CASE NUMBER
PLAINTIFF(S) Matthew Brown, individually and on behalf of all those similarly situated	VS. DEFENDANT(S) CareCentrix, Inc. and DJO Global, Inc.	SERVICE

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE COMMANDED to serve this summons and copy of the complaint or petition in this action on defendant(s): CareCentrix, Inc.

20 Church Street

12th Floor

Hartford, CT 06103

Each defendant is required to serve written defense to the complaint or petition on

Plaintiff's Attorney: Ryan Watstein

whose address is: 218 Northwest 24th Street

3rd Floor

Miami, FL 33127

CLOCK IN

within 20 days " **Except when suit is brought pursuant to s. 768.28, Florida Statutes, if the State of Florida, one of its agencies, or one of its officials or employees sued in his or her official capacity is a defendant, the time to respond shall be 40 days. When suit is brought pursuant to. 768.28, Florida Statutes, the time to respond shall be 30 days.**" after service of this summons on that defendant , exclusive of the day of service, and to file the original of the defenses with the Clerk of this Clerk Court either before service on Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

JUAN FERNANDEZ-BARQUIN CLERK OF THE COURT AND COMPTROLLER MIAMI-DADE COUNTY CIRCUIT AND COUNTY COURTS	BY: _____ DEPUTY CLERK	DATE
--	---------------------------	------

AMERICANS WITH DISABILITIES ACT OF 1990
ADA NOTICE

"If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Alean Simpkins, the Eleventh Judicial Circuit Court's ADA Coordinator, Lawson E. Thomas Courthouse Center, 175 NW 1st Avenue, Suite 2400, Miami, FL 33128; Telephone (305) 349-7175; TDD (305) 349-7174, Email ADA@jud11.flcourts.org; or via Fax at (305) 349-7355, at least seven (7) days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711."

☒ IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA. ☐ IN THE COUNTY COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA.		
DIVISION ☒ CIVIL ☐ DISTRICTS ☐ OTHER	SUMMONS 20 DAY CORPORATE SERVICE (a) GENERAL FORMS	CASE NUMBER
PLAINTIFF(S) Matthew Brown, individually and on behalf of all those similarly situated	VS. DEFENDANT(S) CareCentrix, Inc. and DJO Global, Inc.	SERVICE

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20 Church Street

12th Floor

Hartford, CT 06103

Each defendant is required to serve written defense to the complaint or petition on

Plaintiff's Attorney: Ryan Watstein

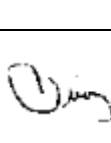
whose address is: 218 Northwest 24th Street

3rd Floor

Miami, FL 33127

CLOCK IN

within 20 days " **Except when suit is brought pursuant to s. 768.28, Florida Statutes, if the State of Florida, one of its agencies, or one of its officials or employees sued in his or her official capacity is a defendant, the time to respond shall be 40 days. When suit is brought pursuant to. 768.28, Florida Statutes, the time to respond shall be 30 days.**" after service of this summons on that defendant, exclusive of the day of service, and to file the original of the defenses with the Clerk of this Clerk Court either before service on Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

JUAN FERNANDEZ-BARQUIN CLERK OF THE COURT AND COMPTROLLER MIAMI-DADE COUNTY CIRCUIT AND COUNTY COURTS	BY:   38084 DEPUTY CLERK	DATE 7/8/2025
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**AMERICANS WITH DISABILITIES ACT OF 1990
ADA NOTICE**

"If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Alean Simpkins, the Eleventh Judicial Circuit Court's ADA Coordinator, Lawson E. Thomas Courthouse Center, 175 NW 1st Avenue, Suite 2400, Miami, FL 33128; Telephone (305) 349-7175; TDD (305) 349-7174, Email ADA@jud11.flcourts.org; or via Fax at (305) 349-7355, at least seven (7) days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711."

☒ IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA. ☐ IN THE COUNTY COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA.		
DIVISION ☒ CIVIL ☐ DISTRICTS ☐ OTHER	SUMMONS 20 DAY CORPORATE SERVICE (a) GENERAL FORMS	CASE NUMBER
PLAINTIFF(S) Matthew Brown, individually and on behalf of all those similarly situated	VS. DEFENDANT(S) CareCentrix, Inc. and DJO Global, Inc.	SERVICE

THE STATE OF FLORIDA:

To Each Sheriff of the State:

YOU ARE COMMANDED to serve this summons and copy of the complaint or petition in this action on defendant(s): DJO Global, Inc.

2900 Lake Vista Drive

Ste 200

Lewisville, TX 75067

Each defendant is required to serve written defense to the complaint or petition on

Plaintiff's Attorney: Ryan Watstein

whose address is: 218 Northwest 24th Street

3rd Floor

Miami, FL 33127

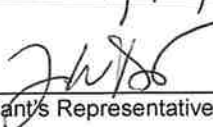
CLOCK IN

within 20 days " **Except when suit is brought pursuant to s. 768.28, Florida Statutes, if the State of Florida, one of its agencies, or one of its officials or employees sued in his or her official capacity is a defendant, the time to respond shall be 40 days. When suit is brought pursuant to. 768.28, Florida Statutes, the time to respond shall be 30 days.**" after service of this summons on that defendant , exclusive of the day of service, and to file the original of the defenses with the Clerk of this Clerk Court either before service on Plaintiff's attorney or immediately thereafter. If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the complaint or petition.

JUAN FERNANDEZ-BARQUIN CLERK OF THE COURT AND COMPTROLLER MIAMI-DADE COUNTY CIRCUIT AND COUNTY COURTS	  BY: _____ DEPUTY CLERK	DATE 7/8/2025
--	--	-------------------------

AMERICANS WITH DISABILITIES ACT OF 1990
ADA NOTICE

"If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Alean Simpkins, the Eleventh Judicial Circuit Court's ADA Coordinator, Lawson E. Thomas Courthouse Center, 175 NW 1st Avenue, Suite 2400, Miami, FL 33128; Telephone (305) 349-7175; TDD (305) 349-7174, Email ADA@jud11.flcourts.org; or via Fax at (305) 349-7355, at least seven (7) days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711."

☒ IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA. ☐ IN THE COUNTY COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA.		
DIVISION ☒ CIVIL ☐ DISTRICTS ☐ OTHER	WAIVER OF SERVICE OF PROCESS (c) Forms for Services by Mail. (2) Waiver of Service of Process.	CASE NUMBER 2025-012704-CA-01
PLAINTIFF(S) Matthew Brown, individually an on behalf of all those similarly situated,		VS. DEFENDANT(S) CareCentrix, Inc. and DJO Global, Inc.
		CLOCK IN
TO: Ryan D. Watstein		
I acknowledge receipt of your request that I waive service of process in the lawsuit of <u>Matthew Brown</u> v. <u>CareCentrix, Inc., et al.</u> in the ☒ Circuit ☐ County Court in <u>Miami-Dade County</u>. I have also received a copy of the complaint, two copies of this waiver, and a means by which I can return the signed waiver to you without cost to me. I agree to save the cost of service process and an additional copy of the complaint in this lawsuit by not requiring that I, (or the entity on whose behalf I am acting), be served with judicial process in the manner provided by Fla. R. Civ. P.1.070. If I am not the defendant to whom the notice of lawsuit and waiver of service of process was sent, and my authority to accept service on behalf of such person or entity is as follows: I declare that my relationship to the entity or person to whom the notice was sent and my authority to accept service on behalf of such person or entity is as follows: (describe relationship to person or entity and authority to accept service) <u>outside counsel</u> I, (or the entity on whose behalf I am acting), will retain all defense or objections to the lawsuit or to the jurisdiction or venue of the court except for any objections based on a defect in the summons or in the service of the summons. I understand that a judgment may be entered against me, (or the party on whose behalf I am acting), if a written response is not served upon you within 60 days from the date I received the notice of lawsuit and request for waiver of service of process. DATED ON <u>July 17, 2025</u> <u></u> Defendant or Defendant's Representative		
AMERICANS WITH DISABILITIES ACT OF 1990 ADA NOTICE "If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Aliean Simpkins, the Eleventh Judicial Circuit Court's ADA Coordinator, Lawson E. Thomas Courthouse Center, 175 NW 1st Ave., Suite 2400, Miami, FL 33128, Telephone (305) 349-7175; TDD (305) 349-7174; Email ADA@jud11.flcourts.org; Fax (305) 349-7355 at least seven (7) days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711."		

☒ IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA. ☐ IN THE COUNTY COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA.		
DIVISION ☒ CIVIL ☐ DISTRICTS ☐ OTHER	WAIVER OF SERVICE OF PROCESS (c) Forms for Services by Mail. (2) Waiver of Service of Process.	CASE NUMBER 132025CA01270401GE01
PLAINTIFF(S) Matthew Brown, individually an on behalf of all those similarly situated,	VS. DEFENDANT(S) CareCentrix, Inc. and DJO Global, Inc.	CLOCK IN

TO: Ryan D. Watstein

I acknowledge receipt of your request that I waive service of process in the lawsuit of Matthew Brown v. CareCentrix, Inc., et al. in the ☒ Circuit ☐ County Court in Miami-Dade County. I have also received a copy of the complaint, two copies of this waiver, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service process and an additional copy of the complaint in this lawsuit by not requiring that I, (or the entity on whose behalf I am acting), be served with judicial process in the manner provided by Fla. R. Civ. P.1.070.

If I am not the defendant to whom the notice of lawsuit and waiver of service of process was sent, and my authority to accept service on behalf of such person or entity is as follows: I declare that my relationship to the entity or person to whom the notice was sent and my authority to accept service on behalf of such person or entity is as follows:

(describe relationship to person or entity and authority to accept service) outside counsel

I, (or the entity on whose behalf I am acting), will retain all defense or objections to the lawsuit or to the jurisdiction or venue of the court except for any objections based on a defect in the summons or in the service of the summons.

I understand that a judgment may be entered against me, (or the party on whose behalf I am acting), if a written response is not served upon you within 60 days from the date I received the notice of lawsuit and request for waiver of service of process.

DATED ON

July 17, 2025


Defendant or Defendant's Representative

AMERICANS WITH DISABILITIES ACT OF 1990 ADA NOTICE

"If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Alean Simpkins, the Eleventh Judicial Circuit Court's ADA Coordinator, Lawson E. Thomas Courthouse Center, 175 NW 1st Ave., Suite 2400, Miami, FL 33128, Telephone (305) 349-7175; TDD (305) 349-7174; Email ADA@jud11.flcourts.org; Fax (305) 349-7355 at least seven (7) days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711."

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

MATTHEW BROWN, individually as on	)	
behalf of all those similarly situated,	)	
	)	
Plaintiff,	)	
v.	)	Case No.: 2025-CA-012704-CA-01
	)	
CARECENTRIX, INC. and	)	
DJO GLOBAL, INC.,	)	
	)	
Defendants.	)	

**DEFENDANT DJO GLOBAL, INC.'S MOTION TO DISMISS FOR LACK OF
PERSONAL JURISDICTION**

Defendant, DJO Global, Inc. ("DJO Global"), through counsel, and pursuant to Fla. R. Civ. P. 1.140(b)(2), hereby files its Motion to Dismiss Plaintiff's Complaint for lack of personal jurisdiction, showing as follows:

Introduction

This case arises out of Plaintiff's purchase of a knee brace for his son allegedly manufactured and sold by Defendant DJO Global, Inc. ("**DJO Global**"). But DJO Global is a non-resident holding company that lacks sufficient contacts in Florida to justify the exercise of general or specific personal jurisdiction over it. It does not transact business in Florida, does not manufacture or sell medical equipment, and is not named in any documents Plaintiff attached to his complaint. DJO Global is not present in Florida and has not purposefully availed itself of the privileges of doing business in Florida. Therefore, DJO Global is not a proper party to this case and the Court does not have jurisdiction over it. For these reasons, DJO Global should be dismissed.

Facts

Plaintiff alleges he “contracted with” DJO Global for a “DJO knee brace” during a medical visit. Compl. ¶6. He claims that after he sent “documentation from DJO confirming that DJO had been paid in full, CareCentrix still attempted to collect more money from him,” although Plaintiff does not allege that he paid any money to CareCentrix or any other party. *Id.* He claims this conduct was unlawful and violated Florida’s Deceptive and Unfair Trade Practices Act and Florida’s Consumer Collection Practices Act. *See, e.g.*, Compl.

In support of personal jurisdiction over DJO Global, Plaintiff alleges in a single sentence that “[t]his Court has personal jurisdiction over the defendants because the defendants’ conduct out of which Plaintiff’s claim arose occurred within Miami-Dade County, Florida.” Compl. ¶10. He alleges that DJO Global is a “Texas limited liability company, with its principal place of business located in Lewisville, Texas.” Compl. ¶14. Curiously, he claims that DJO Global is a “limited liability company” despite having identified DJO Global as an “Inc.” both in the case caption and the summons served with the Complaint. *See* Filing 3 226601259 E-Filed in this case on July 3, 2025 at 02:21:56 PM.

Contrary to Plaintiff’s allegations, DJO Global is a Delaware corporation with its principal place of business in Texas located at 2900 Lake Vista Drive, Lewisville, TX 75067, such that it is a citizen of Delaware and Texas. *See* Affidavit of Brian Hanigan¹ at ¶6, a true and correct copy of which is attached hereto as Exhibit 1. More specifically, DJO Global is a holding company that does not manufacture, sell, or distribute any products or provide any services to medical providers, patients, or members of the public, and DJO Global has not caused any injury to persons or

¹ Mr. Hanigan is the Vice President, General Counsel – U.S. Recon, and Corporate Secretary for DJO Global’s ultimate parent, Enovis Corporation. *See* ¶2 of the Hanigan Affidavit at Exhibit 1.

property in the State of Florida or otherwise conducted any acts, tortious or otherwise, in the State of Florida. *Id.* at ¶7.

Additionally, DJO Global has not operated and does not operate, conduct, engage in, or carry on any business or business venture in the State of Florida nor does it have an office or agent in the State of Florida. *Id.* at ¶8. DJO Global does not own, use, possess, or hold a mortgage or other lien on any real property located in the State of Florida. *Id.* at ¶9. DJO Global has not contracted to insure a person, property, or risk located within Florida. *Id.* at ¶10. And, DJO Global has no contract with Plaintiff. *Id.* at ¶11.

DJO Global's indirect subsidiary, DJO, LLC, manufactures and sells certain medical products, including the knee brace identified in Plaintiff's Complaint. *Id.* at ¶12. Indeed, the exhibits attached to the Complaint do not identify DJO Global, but instead reference its indirect subsidiary, "DJO, LLC." *See, e.g.,* Compl. at Exhibit C; Exhibit D; Exhibit F; and Exhibit G. Regardless, there is no legal or factual basis for the Court to find that DJO Global is subject to personal jurisdiction in Florida.

Argument

A. Legal Standard for Personal Jurisdiction.

The Florida Supreme Court has described the two-step process required to be applied by a trial court in its determination of personal jurisdiction over a particular defendant:

First, it must be determined that the complaint alleges sufficient jurisdictional facts to bring the action within the ambit of the [long-arm] statute; and if it does, the next inquiry is whether sufficient "minimum contacts" are demonstrated to satisfy due process requirements.

Rollet v. de Bizemont, 159 So. 3d 351, 355 (Fla. 3d DCA 2015) (citing *Borde v. East-European, Ins. Co.*, 921 So. 2d 587, 592 (Fla. 2006)).

Plaintiff bears the burden of establishing personal jurisdiction over DJO Global. *See, e.g., Walt Disney Co. v. Nelson*, 677 So.2d 400, 402 (Fla. 5th DCA 1996); *Canale v. Rubin*, 20 So.3d 463,466-467 (Fla. 2d DCA 2009). Initially, a plaintiff must plead facts with a jurisdictional basis contained in Florida’s Long-Arm statute. *Id.*

The Third District has recognized that “[a] defendant wishing to contest jurisdiction must file a legally sufficient affidavit in support of his position. The burden is then placed upon the plaintiff to prove by affidavit the basis upon which jurisdiction may be obtained.” *Rollet*, 159 So. 3d at 356. Moreover, “once this burden is shifted, if no such sworn proof is forthcoming from the plaintiff as to the basis for jurisdiction, *the trial court must grant the defendant’s motion to dismiss.*” *Rollet*, 159 So. 3d at 356 (emphasis in original).

B. DJO Global is Not Subject to Personal Jurisdiction under Florida’s Long-Arm Statute.

Establishing jurisdiction under Fla. Stat. § 48.193(1)(a) “requires some direct affiliation, nexus, or substantial connection between the cause of action and the defendant’s activities within the state.” *Verizon Trademark Servs., LLC v. Producers, Inc.*, 810 F. Supp. 2d 1321, 1327 (M.D. Fla. 2011) (citation & quotations omitted); *see also Camp Illahee Investors, Inc. v. Blackman*, 870 So.2d 80, 85 (Fla. 2d DCA 2003) (“By its terms, section 48.193(1) requires connexity between the defendant’s activities and the cause of action”). In assessing “whether the complaint alleges sufficient jurisdictional facts to bring the action within Florida’s Long-Arm statute, the trial court must strictly construe the statute in favor of the non-resident defendant.” *Rollet v. de Bizemont*, 159 So.3d 351, 355 (Fla. 3d DCA 2015) (citation & quotations omitted).

Here, Plaintiff’s conclusory assertion — that DJO Global’s “conduct” forms the basis of Plaintiff’s claims (Compl. ¶10), is contradicted by Plaintiff’s own exhibits identifying a different company, DJO, LLC, as well as directly refuted by Mr. Hanigan’s Affidavit. Plaintiff’s conclusory

allegations do not track any specific provision of Florida's Long-Arm Statute, and regardless, could never form a basis for personal jurisdiction over DJO Global because DJO Global did not sell, manufacture, or distribute Plaintiff's knee brace, or any product, in Florida. Therefore, Plaintiff has not, and cannot, establish personal jurisdiction over DJO Global under Florida's Long-Arm Statute.²

Similarly, Plaintiff cannot show that all-purpose general jurisdiction over DJO Global under section 48.193(2) of Florida's Long-Arm statute, because DJO Global is incorporated in Delaware and does not conduct any business in Florida. *See, e.g., Caizzo v. American Royal Arts Corp.*, 73 So.3d 245, 259 (Fla. 4th DCA 2011) (“[t]he continuous and systematic general business contacts sufficient to confer general jurisdiction present a much higher threshold than those contacts necessary to support specific jurisdiction.”); *see also Carmouche v. Tamborlee Mgmt., Inc.*, 789 F.3d 1201, 1205 (11th Cir. 2015) (“A foreign corporation cannot be subject to general jurisdiction in a forum unless the corporation's activities in the forum closely approximate the activities that ordinarily characterize a corporation's place of incorporation or principal place of business”); *Teva Pharmaceutical Indus. v. Ruiz*, 181 So.3d 513, 521 (Fla. 2d DCA 2015) (rejecting general jurisdiction where defendant was not incorporated in Florida and where its principal place of business was outside Florida); *Banco Continental, S.A. v. Transcom Bank (Barbados), Ltd.*, 922

² Nor can Plaintiff establish jurisdiction under any other section of section 48.193, because, as noted above and in Mr. Hanigan's Affidavit, DJO Global has not committed any injuries within Florida, does not own property in Florida, and has not entered into any contracts within Florida. Indeed, DJO Global has not done any act or consummated any transaction whatsoever within the State of Florida.

So.2d 395, 399 (Fla. 3d DCA 2006) (rejecting general jurisdiction where defendant did “not have any physical presence of any kind in Florida”).³

Conclusion

For all these reasons, this Court lacks personal jurisdiction over DJO Global and it should be dismissed with prejudice.

Dated: August 4, 2025

Respectfully submitted,

/s/ Alexander Heydemann
Alexander Heydemann
Florida Bar No. 111544
WEINBERG WHEELER
HUDGINS GUNN & DIAL, LLC
3344 Peachtree Rd, NE, Suite 2400
Atlanta, GA 30326
T. 404.591.9662
F. 404.875.9433
aheydemann@wwhgd.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served on all counsel of record this 4th day of August, 2025, through this Court’s electronic filing portal listed on the Service List below.

³ While Due Process considerations need not be addressed due to Plaintiff’s inability to establish jurisdiction over DJO Global under Florida’s Long Arm Statute, given DJO Global’s complete lack of presence within the State of Florida, it goes without saying that it lacks sufficient minimum contacts to meet due process.

Service List

Ryan Watstein
Ashley Futreel Hinkson
Watstein Terepka LLP
218 Northwest 24th Street, 3rd Floor
Miami, FL 33127
ryan@wtlaw.com
ahinkson@wtlaw.com
Counsel for Plaintiff

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

MATTHEW BROWN, individually as on	)	
behalf of all those similarly situated,	)	
	)	
Plaintiff,	)	
v.	)	Case No.: 2025-CA-012704-CA-01
	)	
CARECENTRIX, INC. and	)	
DJO GLOBAL, INC.,	)	
	)	
Defendants.	)	

AFFIDAVIT OF BRIAN HANIGAN

The Affiant, Brian Hanigan, after first being duly sworn, deposes and says:

1. My name is Brian Hanigan, I am over the age of 18, and the statements set forth below are true and correct.
2. I am employed by Enovis Corporation as Vice President, General Counsel – U.S. Recon., and Corporate Secretary. This affidavit is made and is being given based on my personal knowledge.
3. Enovis Corporation is a Delaware corporation with its principal place of business located at 2900 Lake Vista Drive, Lewisville, TX 75067, such that it is a citizen of Delaware and Texas.
4. Enovis Corporation is holding company that owns multiple subsidiary entities, who, in turn, own other subsidiary entities. One of Enovis Corporation's intermediate subsidiaries is DJO Global, Inc., a defendant in the above-styled action.
5. I have reviewed the Class Action Complaint that Plaintiff filed in the above-styled action and am generally familiar with the allegations contained therein. I understand that this

Affidavit will be used to support Defendant DJO Global, Inc.'s motion to dismiss based on the fact that it is not subject to personal jurisdiction or venue in the State of Florida.

6. Defendant DJO Global, Inc. is a Delaware corporation with its principal place of business in Texas located at 2900 Lake Vista Drive, Lewisville, TX 75067, such that it is a citizen of Delaware and Texas. DJO Global, Inc. is not registered to do business in the State of Florida.

7. DJO Global, Inc. is a holding company that does not manufacture, sell, or distribute any products or provide any services to medical providers, patients, or members of the public. DJO Global, Inc. has not caused any injury to persons or property in the State of Florida or otherwise conducted any acts, tortious or otherwise, in the State of Florida.

8. DJO Global, Inc. has not and does not operate, conduct, engage in, or carry on any business or business venture in the State of Florida nor does it have an office or agent in the State of Florida.

9. DJO Global, Inc. does not own, use, possess, or hold a mortgage or other lien on any real property located in the State of Florida.

10. DJO Global, Inc. has not contracted to insure a person, property, or risk located within Florida

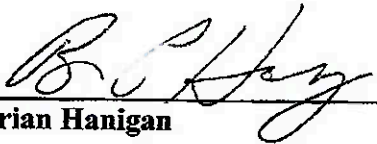
11. DJO Global, Inc. has no contract with Plaintiff.

12. One of DJO Global, Inc.'s indirect subsidiaries is DJO, LLC. DJO, LLC manufactures and sells certain medical products, including the knee brace identified in the Plaintiff's Complaint.

13. DJO, LLC is registered to do business in the State of Florida. Its registered agent is NRAI Services, Inc. 1200 South Pine Island Road, Plantation, FL 33324.

14. The Service of Process Transmittal Summary attached to this Affidavit as Exhibit A is as a true and correct copy of the service of process received by DJO Global, Inc.

FURTHER AFFIANT SAYETH NAUGHT


Brian Hanigan

STATE OF Delaware)
COUNTY OF New Castle) SS.

THE FOREGOING document was acknowledged before me, an officer duly authorized in the State and County aforesaid, to take acknowledgements, this 31 day of July, 2025, by Brian Hannigan, who:

- ☒ is personally known to me; or
☐ has produced _____ as identification

and who took an oath and executed the within document, and who acknowledged that the within document was freely and voluntarily executed for the purposes therein recited.

NOTARY PUBLIC


Print Name: Darcy A. White

My Commission Expires:

DARCY A WHITE
NOTARY PUBLIC
State of Delaware
My Commission Expires on Dec. 12, 2025



CT Corporation
Service of Process Notification

07/14/2025
CT Log Number 549604180

Service of Process Transmittal Summary

TO: NATALIE KRASKI, Paralegal
DJO, LLC
5919 SEA OTTER PL STE 200
CARLSBAD, CA 92010-6750

RE: Process Served in Delaware

FOR: DJO GLOBAL, INC. (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: MATTHEW BROWN, individually and on behalf of all those similarly situated vs. CARECENTRIX, INC.

CASE #: None Specified

PROCESS SERVED ON: The Corporation Trust Company, Wilmington, DE

DATE/METHOD OF SERVICE: By Process Server on 07/14/2025 at 15:38

JURISDICTION SERVED: Delaware

ACTION ITEMS: CT has retained the current log, Retain Date: 07/15/2025, Expected Purge Date: 07/20/2025

Image SOP

Email Notification, Kiara Dial kiara.dial@enovis.com

Email Notification, NATALIE KRASKI natalie.kraski@enovis.com

Email Notification, Darcy White darcy.white@enovis.com

REGISTERED AGENT CONTACT: The Corporation Trust Company
1209 Orange Street
Wilmington, DE 19801
877-564-7529
MajorAccountTeam1@wolterskluwer.com

REMARKS: The documents received have been modified to reflect the name of the entity being served.

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.



PROCESS SERVER DELIVERY DETAILS

Date: Mon, Jul 14, 2025
Server Name: Wilmington Drop Serve

Entity Served	DJO GLOBAL, INC.
Case Number	
Jurisdiction	DE

Inserts		



Exhibit C

**IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

Matthew Brown, individually and on behalf of
all those similarly situated,

Plaintiff,

v.

CareCentrix, Inc. and DJO Global, Inc.,

Defendants.

Case No. 2025-012704-CA-01

NOTICE OF FILING OF NOTICE OF REMOVAL

PLEASE TAKE NOTICE that on August 6, 2025, Defendant CareCentrix, Inc. filed a Notice of Removal of the above-captioned action to the United States District Court for the Southern District of Florida. A true and accurate copy of the Notice of Removal is attached hereto.

PLEASE TAKE FURTHER NOTICE that the filing of the Notice of Removal in the United States District Court for the Southern District of Florida and the filing of this Notice effect the removal of this action, and pursuant to 28 U.S.C. § 1446(d), the above-captioned action may proceed no further in this Court unless and until the case is remanded.

Respectfully submitted,

s/ Jeannine C. Jacobson

MAYNARD NEXSEN PC

Jeannine C. Jacobson

Florida Bar No. 58777

9100 S. Dadeland Blvd.

Miami, FL 33156

(305) 735-3750

JJacobson@maynardnexsen.com

vorellanos@maynardnexsen.com

Attorney for Defendant CareCentrix, Inc.

Dated: August 6, 2025

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on August 6, 2025, a true and correct copy of the foregoing was furnished via the Florida E-Portal Filing System upon:

Ryan Watstein, Esq.
Ashley Futrell Hinkson, Esq.
WATSTEIN TEREPAK LLP
218 Northwest 24th Street, 3rd Floor
Miami, Florida 33127
Ryan@wtlaw.com
AHinkson@wtlaw.com
(404) 905-9830
Attorneys for Plaintiff Matthew Brown

Alexander Heydemann, Esq.
WEINBERG WHEELER
HUDGINS GUNN & DIAL, LLC
3344 Peachtree Road, NE, Suite 2400
Atlanta, Georgia 30326
AHeydemann@wwhgd.com
(404) 591-9662
Attorney for Defendant DJO Global, Inc.

/s/ Jeannine C. Jacobson

Jeannine C. Jacobson
(Florida Bar No. 58777)

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.) **NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.**

I. (a) PLAINTIFFS

Matthew Brown individually and on behalf of all those similarly situated

(b) County of Residence of First Listed Plaintiff **Dade County, Florida**

(EXCEPT IN U.S. PLAINTIFF CASES)

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

Ryan D Watstein, Watstein & Terepka, LLP, 218 Northwest 24th St.,
3rd Floor, Miami, Florida 33127 404-905-9830

(d) Check County Where Action Arose:

(Place an "X" in One Box Only)

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

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

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
- (Excl. Veterans)

- | | |
|---|--|
| ☐ 153 Recovery of Overpayment
of Veteran's Benefits | ☐ 345 Marine Product
Liability |
| ☐ 160 Stockholders' Suits | ☐ 350 Motor Vehicle |
| ☐ 190 Other Contract | ☐ 355 Motor Vehicle |
| ☐ 195 Contract Product Liability | ☐ Product Liability |
| ☐ 196 Franchise | ☐ 360 Other Personal |

REAL PROPERTY

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

V. ORIGIN

- ☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Re-filed (See VI below) ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation Transfer ☐ 7 Appeal to District Judge from Magistrate Judgment ☐ 8 Multidistrict Litigation – Direct File ☐ 9 Remanded from Appellate Court

VI. RELATED/ RE-FILED CASE(S)

(See instructions): a) Re-filed Case ☐ YES ☒ NO

JUDGE:

b) Related Cases ☐ YES ☒ NO

DOCKET NUMBER:

VII. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (*Do not cite jurisdictional statutes unless diversity*):

28 U.S.C. Section 1332(d), 1441, 1446, 1453 - Jurisdiction under Class Action Fairness Act of 2005 (CAFA)

LENGTH OF TRIAL via 5+ days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT:

- ☒ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE

DATE _____

SIGNATURE OF ATTORNEY OF RECORD

August 6, 2025

/s/ Jeannine C. Jacobson

FOR OFFICE USE ONLY : RECEIPT #

AMOUNT

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.C.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; 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. 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. When the petition for removal is granted, check this box.

Refiled (3) Attach copy of Order for Dismissal of Previous case. Also complete VI.

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. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

Remanded from Appellate Court. (8) Check this box if remanded from Appellate Court.

VI. Related/Refiled Cases. This section of the JS 44 is used to reference related pending cases or re-filed cases. Insert the docket numbers and the corresponding judges name for such cases.

VII. 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

VIII. 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 dollar amount (in thousands of dollars) 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.

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