

ADAM J. PETITT

One Liberty Place  
1650 Market Street, Suite 3030  
Philadelphia, PA 19103  
Main (215) 398-0600  
Fax (215) 827-5982  
apetitt@rc.com  
Direct (215) 398-0562

**Via ECF**

March 3, 2026

Hon. Brian R. Martinotti, U.S.D.J.  
U.S. District Court for the District of New Jersey  
Martin Luther King Building & U.S. Courthouse  
50 Walnut Street  
Newark, NJ 07102

**Re: *Rowe Plastic Surgery of NJ LLC v. Aetna Life Insurance Company*  
No.: 2:25-cv-15053 (BRM) (LDW)**

***North American Spine and Pain Institute v. Aetna Life Insurance Company*  
No.: 2:26-cv-02175 (BRM) (LDW)**

Dear Judge Martinotti:

My firm represents Defendant Aetna Life Insurance Company (“Aetna”) in the above-referenced action. As Your Honor is aware, Chief Judge Bumb issued a January 16, 2026 stay and administrative termination order (the “Stay Order”) effectively staying “hundreds of actions” pending in the District of New Jersey wherein out-of-network providers seek to enforce Independent Dispute Resolution (“IDR”) awards pursuant to the No Surprises Act (“NSA”). The Stay Order was premised, in part, on the provider-plaintiffs’ amendments to their hundreds of complaints to assert ERISA benefit and/or unjust enrichment claims in a continued effort to enforce the IDR awards at issue in light of several opinions holding there is no private right of action under the NSA to enforce IDR awards, including the Court’s decision in *Modern Orthopaedics of NJ v. Premera Blue Cross*, No. 25-cv-1807 (BRM)(JSA), 2025 WL 3063648 (D.N.J. Nov. 3, 2025). This case was designated as the “lead case” to address the impact of the courts’ opinions on the provider-plaintiffs’ amended claims.

Despite the Stay Order and litigation of the providers’ amended claims to enforce federal IFR awards in this lead case, the provider-plaintiffs began filing new complaints in New Jersey state court also seeking to enforce IDR awards. However, these state court complaints differ from the amended claims at issue in this lead case and cases under the Stay Order in that they assert alternative causes of action such as (1) breach of express contract (click-wrap), (2) breach of implied covenant of good faith and fair dealing, (3), declaratory judgment, (4) account stated, (5)

Hon. Brian R. Martinotti, U.S.D.J.  
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Page 2 of 2

quantum meruit, (6) promissory estoppel, and (7) unjust enrichment. In the past month, provider-plaintiffs have filed more than 50 New Jersey state court cases against Aetna seeking to enforce IDR awards. It is unclear why the provider-plaintiffs did not include these causes of action in their amendment of the lead case or cases under the Stay Order and instead saved them for continued litigation in state courts on the same issue of whether IDR awards can be judicially enforced. Nonetheless, Aetna is removing the providers' state court complaints to the District of New Jersey.

Given the state court complaints also seek to enforce federal IDR awards albeit through different causes of action that were not raised by the providers at the time of the Stay Order, in the interests of judicial economy, Aetna respectfully requests that one (1) removed state court case, *North American Spine and Pain Institute v. Aetna Life Insurance Company*, No. 26-cv-2175-BRM-LDW, be deemed related, or designated as a co-lead case, with the *Rowe* case so that the Court can address all of the provider-plaintiffs' causes of action which seek to enforce IDR awards. In fact, the *North American Spine and Pain Institute* matter has since been assigned to Your Honor and Magistrate Judge Wettre. Aetna submits the remaining removed state court cases should be subject to the Stay Order.

In *North American Spine and Pain Institute*, plaintiff, an out-of-network provider, alleges that it initiated the NSA's IDR process by submitting a Notice of IDR Initiation pursuant to 42 U.S.C. § 300gg-111(c)(1-5), and obtained eleven (11) separate IDR awards relating to services it allegedly rendered to Aetna members. In an effort to enforce those IDR awards, Plaintiff asserts claims for (1) breach of express contract (click-wrap), (2) breach of implied covenant of good faith and fair dealing, (3), declaratory judgment, (4) account stated, (5) quantum meruit, (6) promissory estoppel, and (7) unjust enrichment. *See North American Spine and Pain Institute*, Complaint, ECF No. 1-1.

The plaintiff alleges, among other things, that the parties' participation in the NSA's federal IDR process created an express "click-wrap agreement" that Aetna allegedly breached when the awards were not paid. Specifically, the complaint alleges Aetna "provided affirmative consent to the IDR's participation terms by checking a box and/or clicking 'I agree.' The parties' mutual agreement to accept and comply with the CIDRE's determination is sufficient consideration." (*Id.*, ¶¶ 92-93). The plaintiff further relies on this Court's decision in *Modern Orthopaedics of NJ* as justification and permission for its claims asserting the "NSA does not preempt a claim for breach of contract." (*Id.*, ¶98).

Accordingly, Aetna respectfully requests that the *North American Spine and Pain Institute* case be deemed related, or designated as co-lead case, with the current matter. Aetna thanks the Court for its attention to this matter.

Respectfully,



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Adam J. Petitt

cc: All Counsel of Record (via ECF)