

**UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

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		:
RICHARD AGAG, MD,		:
		:
	Plaintiff,	:
		:
v.		:
		:
CIGNA HEALTH AND LIFE INSURANCE		:
COMPANY,		:
		:
	Defendant.	:
		:
-----		X

Case No.: 3:25-cv-00498-SRU

February 16, 2026

**PLAINTIFF’S REPLY MEMORANDUM IN FURTHER SUPPORT OF PLAINTIFF’S
CROSS-MOTIONS TO CONFIRM AND/OR FOR SUMMARY JUDGMENT**

Respectfully submitted,

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Attorneys for Plaintiff

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Plaintiff Richard Agag, MD (“Plaintiff”) respectfully submits this Memorandum of Law in further support of Plaintiff’s Cross-Motions to Confirm and/or for Summary Judgment (“Cross-Motions”).

PRELIMINARY STATEMENT

As a result of Defendant’s refusal to abide by its legal obligation to pay the awards issued under the Independent Dispute Resolution (“IDR”) process of the Federal No Surprises Act (“NSA”), Plaintiff commenced this action. The undisputed facts demonstrate that the Awards were issued in Plaintiff’s favor pursuant to IDR dispute DISP-878778, DISP-2001877, DISP-2001876, DISP-2001874, and DISP-2001871 (the “Awards”), and that Defendant has refused to pay the Awards. Further, Defendant has not moved to vacate any of the Awards and there is no legal basis to support any result other than confirmation or judgment in this matter.

Defendant, who has failed to satisfy its obligations under federal law and disregarded every opportunity to seek a vacatur of the Awards has effectively asked this Court to sanction its violation of federal law in the absence of a *mandatory* alternative confirmation mechanism. After unilaterally deciding that it did not have to pay any of the Awards, effectively taking the law into its own hands, Defendant now asks this Court to conduct a fulsome review of the underlying IDR process. Defendant’s request is entirely inappropriate and must be disregarded.

LEGAL ARGUMENT

POINT I: DEFENDANT IS IN DEFAULT OF ITS LEGAL OBLIGATIONS UNDER FEDERAL LAW AND NO GENUINE ISSUE OF MATERIAL FACTS EXIST

It is undisputed that Defendant has failed to issue payment to Plaintiff for any of Awards. *See* Defendant’s Rule 56 (A) 2 Statement ¶ 14 (“Undisputed”). Rather than satisfy its legal obligations under federal law, Defendant argues that the CPT codes at issue were not covered under the Defendant’s plan, and therefore were not eligible for the IDR process under the terms of the NSA.

Defendant's argument, based entirely on this misplaced theory, is without merit.

Having failed to timely move to vacate any of the Awards, Defendant seeks to oppose Plaintiff's Cross-Motions by raising the arguments that are appropriate for a motion to vacate. Defendant essentially argues that the IDR entities acted in disregard of the law by issuing the Awards based on denied claims and, therefore, not subject to the NSA. This argument goes to the heart of a motion to vacate and is entirely improper in support of Defendant's Motion to Dismiss or in opposition to Plaintiff's Cross-Motions.

For DISP-878778, and in accordance with the IDR process, Plaintiff and Defendant *both* submitted their final offers to the certified IDR entity ("CIDREs") after which the CIDRE entered a final determination. The remaining disputes, Plaintiff prevailed without Defendant's participation. *See* Exhibits A, B, C, D, E to Complaint, the Awards:

- In DISP-878778, Plaintiff submitted a final offer of \$97,500.00 while Defendant submitted a final offer of \$421.25. *See* the Award, Exhibit A to Complaint. On March 6, 2024, the CIDRE entered an award in Plaintiff's favor in the amount of \$97,500.00, which Defendant has failed to pay. *Id.*
- In DISP-2001877, Plaintiff submitted a final offer of \$5,535.84, while Defendant did not participate. *See* the Award, Exhibit B to Complaint. On December 19, 2024, the CIDRE entered an award in Plaintiff's favor in the amount of \$5,535.84, which Defendant has failed to pay. *Id.*
- In DISP-2001876, Plaintiff submitted a final offer of \$5,535.84, while Defendant did not participate. *See* the Award, Exhibit C to Complaint. On December 19, 2024, the CIDRE entered an award in Plaintiff's favor in the amount of \$5,535.84, which Defendant has failed to pay. *Id.*
- In DISP-2001874, Plaintiff submitted a final offer of \$7,700.00, while Defendant did not participate. *See* the Award, Exhibit D to Complaint. On December 19, 2024, the CIDRE entered an award in Plaintiff's favor in the amount of \$7,700.00, which Defendant has failed to pay. *Id.*
- In DISP-2001871, Plaintiff submitted a final offer of \$26,296.31, while Defendant did not participate. *See* the Award, Exhibit E to Complaint. On December 19, 2024, the CIDRE entered an award in Plaintiff's favor in the amount of \$26,296.31, which Defendant has failed to pay. *Id.*

For each of the disputes and, in accordance with federal guidelines, the CIDRE maintained and heard the disputes, considered the final offers, and issued the Awards.¹ The “Federal Independent Dispute Resolution (IDR) Process Guidance for Certified IDR Entities” provides as follows:

4.4 Instances When the Non-Initiating Party Believes That the Federal IDR Process Does Not Apply

If the non-initiating party believes that the Federal IDR Process is not applicable, the non-initiating party must notify the Departments by submitting the relevant information through the Federal IDR portal as part of the certified IDR entity selection process. This information must be provided no later than 1 business day after the end of the 3-business-day period for certified IDR entity selection, (the same date that the notice of selection or failure to select a certified IDR entity must be submitted). This notification must include information regarding the Federal IDR Process’ inapplicability. ***The certified IDR entity must determine whether the Federal IDR Process is applicable.*** The certified IDR entity must review the information submitted in the Notice of IDR Initiation and the notification from the non-initiating party claiming the Federal IDR Process is inapplicable, if one has been submitted, to determine whether the Federal IDR Process applies. If the certified IDR entity determines that the Federal IDR Process does not apply, the certified IDR entity must notify the Departments and the parties within 3 business days of making that determination, as described in Section 4. Further, the Departments will maintain oversight of the applicability of the Federal IDR Process through their audit authority.² (Emphasis added).

Additionally, “the certified IDR entity must determine whether the Federal IDR Process applies to the items and services that are the subject of the dispute” *Id.* at 4.6.2. Here, each dispute was maintained and heard by the CIDREs. The CIDREs contemplated the submissions and final offers submitted by **both** parties pursuant to DISP-878778, contemplated the submission by Plaintiff only in the remaining disputes, and adjudicated each of the disputes in Plaintiff’s favor. *See* Exhibit A to Complaint.

¹In fact, the only notation of an objection in DISP-878778 is that Defendant “objected to not receiving the Open Negotiation Notice for the Dispute” and that objection was overruled based on the determination that the “Open Negotiation period and the submission of the Notice were within CMS time frames” *See* Award DISP-878778 pg. 3, Exhibit A to Complaint, the Award.

² <https://www.cms.gov/files/document/federal-idr-guidance-idr-entities-march-2023.pdf>.

Defendant participated in the IDR process for DISP-878778, had the opportunity to participate in the remaining disputes and failed to do so, the CIDREs found in Plaintiff's favor for each of the Awards, Defendant failed to pay the Awards, and Defendant has failed to move to vacate any of the Awards.

Defendant has opted to sit back and wait for Plaintiff to seek enforcement rather than avail itself of the mechanisms in place and seek vacatur of the Awards. Defendant's efforts to avoid its legal obligations through a motion to dismiss are entirely improper, and contrary to long-standing precedence, which preclude a Court from conducting a fulsome review of the underlying disputes and resulting IDR process. Awards as generated through the IDR process, are "final and binding" and are only to be disturbed under very limited circumstances. *See EB Safe, LLC v. Hurley*, 832 F. App'x 705, 707 (2d Cir. 2020) ("[A]rbitration awards are subject to very limited review in order to avoid undermining the twin goals of arbitration, namely, settling disputes efficiently and avoiding long and expensive litigation. . . . The Federal Arbitration Act (FAA) creates a 'strong presumption in favor of enforcing arbitration awards,' and courts have an 'extremely limited' role in reviewing such awards."); *See* Sections 10(a)(3) and (4) of the FAA (concerning vacatur), which are expressly incorporated in the NSA. This might explain why Defendant has not moved to vacate any of the Awards. Moreover, enforcement of IDR awards is entirely consistent with the purpose of the "legislative scheme" which mandated that the awards are "final and binding." If the Awards cannot be enforced, the legislative scheme is rendered meaningless.

Defendant's statement that it is "undisputed" that the Awards have not been paid is the crux of the entirety of this action. *See* Defendant's Rule 56 (A) 2 Statement ¶ 14. The ancillary information Defendant has submitted in response to Plaintiff's 56 (A) 1 statement, and in its "additional material facts" concerning the underlying plans, explanation of benefits, billing procedures, and coverage issues

are all irrelevant to the issues presented to this Court. Plaintiff initiated the IDR processes, Defendant participated or had the opportunity to participate, Plaintiff achieved each of the Awards, and Defendant has failed to pay. Defendant remains in default of its legal obligation to pay the Awards in violation of the NSA and it is undisputed that Defendant has failed to pay. Therefore, Plaintiff's Cross-Motion to Confirm should be granted or, in the alternative, Plaintiff's Cross-Motion for Summary Judgment should be granted (as no genuine issue of material fact exists and Defendant is in violation of the NSA) and Defendant's Motion to Dismiss should be denied.³

**POINT II: DEFENDANT MISCHARACTERIZES CASE LAW IN SUPPORT OF
PLAINTIFF'S POSITION**

Defendant continues to cast aside the Court's decision in *Guardian Flight LLC v. Aetna Life Insurance Co.*, 2025 U.S. District LEXIS 91676 (D. Conn. May 14, 2025) which held that a private right of action exists under the NSA. *See* Plaintiff's Opposition to Motion to Dismiss, pg. 13. Defendant's insistence that a text order from September 30, 2025, concerning the Court's denial of the Defendant's request to file an interlocutory appeal somehow diminishes the Court's findings of a private right of action under the NSA is without merit. Although the Court did indicate that it was "possible" a different conclusion could have been reached concerning a private right of action, the text order did not change or in any way vacate the Court's previous ruling that a private right of action exists under the NSA.

Defendant further argues that Plaintiff's reliance on *GPS of N.J. M.D. v. Horizon Blue Cross & Blue Shield*, No. 22-06614 (KM), 2023 U.S. Dist. EXIS 159460, at *24 (D.N.J. Sept. 8, 2023) and *Worldwide Aircraft Servs. Inc. v. Worldwide Ins. Servs., LLC*, No. 8:24-cv-00840 (TPB), 2024 U.S.

³As articulated in Plaintiff's Opposition to Defendant's Motion to Dismiss and Cross-Motions to Confirm and/or for Summary Judgment, Plaintiff is not seeking confirmation of the Award pursuant to DISP-878778; rather, Plaintiff seeks judicial enforcement pursuant to its claim that Defendant is in violation of the NSA, as described in Plaintiff's Cross-Motion for Summary Judgment.

Dist. LEXIS 167943, at *9–10 (M.D. Fla. Sept. 8, 2024) is misplaced in that the courts in each of these cases “perfunctorily granted motions to confirm . . . awards.” *See* Def.’s Opposition, pg. 14.

In *GPS*, the Court’s analysis focused on whether the IDR award at issue should be vacated pursuant to Sections 10(a)(3) and (4) of the FAA, which are expressly incorporated in the NSA. *GPS*, 2023 US Dist. LEXIS 159460 at *3-4. GPS filed a motion to vacate the award pursuant to Sections 10(a)(3) and (4) of the FAA. However, Horizon did not merely oppose GPS’ Motion; Horizon filed a cross-motion seeking to confirm the award. Therefore, Defendant’s assertion that this was merely a “perfunctory” ruling is disingenuous. To wit, the Honorable Kevin McNulty, U.S.D.J. wrote:

[U]nless the arbitration award is vacated pursuant to Section 10 or modified or corrected under Section 11 of the FAA, the award “must” be confirmed. In interpreting 9 U.S.C. § 9, “language that indicates the award will be final and binding implicitly permits Federal court intervention to compel compliance.” *New Jersey Bldg. Laborers’ Statewide Ben. Funds v. Newark Bd. of Educ.*, No. 12-cv-7665, 2013 U.S. Dist. LEXIS 131088, at *3 (D.N.J. Sept. 13, 2013) (quoting *Teamsters–Employer Local No. 945 Pension Fund v. Acme Sanitation Corp.*, 963 F. Supp. 340, 347 (D.N.J.1997)). In this case, the Act provides that any determination of the IDR entity is binding on the parties and is only subject to judicial review under the circumstances described in Section 10(a) of the Federal Arbitration Act, 9 U.S.C. § 10. § 300gg-111(c)(5)(E). That language indicates the decision is to be “final and binding,” and gives the court the authority to confirm the award. *GPS*, 2023 US Dist. LEXIS 159460 at *24.

In other words, Judge McNulty interprets the interplay of the FAA and NSA as one in which 9 U.S.C. § 9 absolutely applies and can be used to confirm the award “unless the arbitration award is vacated pursuant to Section 10” In that way, *GPS* sanctions the application of 9 U.S.C. § 9 as equally (if not more) applicable to the NSA than Section 10.

In *Worldwide Aircraft*, a petition to confirm “arbitration award” was filed following an IDR award. The Defendant also filed a motion to vacate the award. In its analysis and ruling, the court confirmed the award and stated “[t]he result of [the defendant’s] business decisions, *together with applicable law*, and considerations of justice and fair play, is that [the defendant] must pay the arbitration award entered against it” (emphasis added.) *Worldwide Aircraft Servs. Inc. v.*

Worldwide Ins. Servs., LLC, No. 8:24-CV-840-TPB-CPT, 2024 U.S. Dist. LEXIS 167943, at *9 (M.D. Fla. Sep. 18, 2024). Although the decisions in *GPS* and *Worldwide Aircraft* may not be consistent with Defendant’s arguments, that does not mean the courts’ decisions and reasonings were merely “perfunctory.”

Based on the plain language of the NSA and Defendant’s failure to pay legally binding Awards, Plaintiff’s Motion to Confirm should be granted and/or summary judgment should enter for Plaintiff.

CONCLUSION

For the foregoing reasons, Plaintiff respectfully requests that this Court deny Defendant’s Motion to Dismiss in its entirety and grant Plaintiff’s Cross-Motions.

Dated: February 16, 2026

MERIN LAW, LLC

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Exhibit A

IDR dispute status: Payment Determination Made

IDR reference number: DISP-878778

Federal Hearings and Appeals Services, Inc. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-878778** and has determined that Richard Agag is the prevailing party in this dispute.

After considering all permissible information submitted by both parties, Federal Hearings and Appeals Services, Inc. has determined that the out-of-network payment amount of **\$97,500.00** offered by Richard Agag is the appropriate out-of-network rate for the item or service 19364 on claim number 4682328298918 under this dispute.

Federal Hearings and Appeals Services, Inc. based this determination on a review of the following:

Richard Agag submitted an offer of \$97,500.00

Cigna submitted an offer of \$421.25

For each of the following determination factors, an “x” in the Initiating Party and/or Non-Initiating Party column means the party provided supporting information.

	Additional Circumstances	Initiating Party	Non-Initiating Party
1	The level of training, experience, and quality and outcomes measurements of the provider or facility that furnished such item or service (such as those endorsed by the consensus-based entity authorized in section 1890 of the Social Security Act)	X	
2	The market share held by the nonparticipating provider or facility or that of the plan or issuer in the geographic region in which the item or service was provided	X	
3	The acuity of the individual receiving such item or service or the complexity of furnishing such item or service to such individual	X	
4	The teaching status, case mix, and scope of services of the nonparticipating facility that furnished such item or service		
5	Demonstrations of good faith efforts (or lack of good faith efforts) made by the disputing parties to enter into network agreements and, if applicable, contracted rates between the disputing parties during the previous 4 plan years	X	
6	Additional information submitted by a party	X	X

Final Determination Rationale

After a complete and careful consideration of the totality of the evidence as promulgated in 45 CFR 149.510(c)(4) which does not include information on the prohibited factors described in 45 CFR

149.510(c)(4)(v), and after applying the No Surprises Act statutory provisions, Richard Agag's offer best represents the value of the services that are the subject of this unique payment determination.

Both the Prevailing Party and the Non-Prevailing Party submitted an offer and credible information representing their valuation of the services provided. FHAS found that the Prevailing Party's offer best represents the value of the out-of-network service(s) due to the submitted, credible information for the following factors:

- Demonstration of the parties' good faith efforts (or lack thereof) to enter into network agreements with each other, and, if applicable, contracted rates during the previous 4 plan years
- The market share held by the provider or facility or the plan or issuer in the geographic region in which the qualified IDR item or service was provided
- Additional information submitted by a party (ex: information on down coding or additional information requested by the certified IDR entity)
- The acuity of the participant, beneficiary, or enrollee, receiving the qualified IDR item or service, or the complexity of furnishing the qualified IDR item or service to the participant, beneficiary, or enrollee
- The level of training/experience/quality/outcomes measurements of the provider or facility that furnished the qualified IDR item or service

Please note that while all factors are reviewed as required under 45 CFR 149.510(c)(4), the submitted evidence and information associated with the aforementioned factors demonstrated the prevailing party's offer best represents the value of the out-of-network service(s) in this particular case.

The Non-Initiating Party objected to not receiving the Open Negotiation Notice for the dispute. Supporting documentation was submitted showing the date when the open negotiation period was completed; and documentation that confirms the open negotiation start date. After reviewing the submitted documentation, FHAS has determined that the Open Negotiation period and the submission of the Notice were within CMS timeframes. Therefore, the objection was overruled.

Next Step:

If any amount is due to either party, it must be paid **not later than 30 calendar days** after the date of this notification, as follows:

- **A plan, issuer, or Federal Employees Health Benefits (FEHB) Program carrier owes a payment to a non-participating provider or facility** when the amount of the offers selected by the certified IDR entity exceeds the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider or facility and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.

- **A non-participating provider or facility owes a refund to a plan, issuer or FEHB carrier** when the offer selected by the certified IDR entity is less than the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider or facility and 2) any cost sharing paid by the participant, beneficiary, or enrollee.

NOTE: The non-prevailing party is ultimately responsible for the certified IDR entity fee, which is retained by the certified IDR entity for the services performed. Federal Hearings and Appeals Services, Inc. has determined that Cigna is the non-prevailing party in DISP-878778 and is responsible for paying the certified IDR entity fee. The certified IDR entity fee that was paid by the prevailing party will be returned to Richard Agag by the certified IDR entity within 30 business days of the date of this notification.

Pursuant to the Federal Employees Health Benefits Act at 5 U.S.C. 8902(p), Internal Revenue Code sections 9816(c)(5)(E) and 9817(b)(5)(D), Employee Retirement Income Security Act sections 716(c)(5)(E) and 717(b)(5)(D), and Public Health Service Act sections 2799A-1(c)(5)(E) and 2799A-2(b)(5)(D), and their implementing regulations at 5 CFR 890.114, 26 CFR 54.9816-8T (c)(4)(vii), 29 CFR 2590.716-8(c)(4)(vii) and 45 CFR 149.510(c)(4)(vii), this determination is legally binding unless there is fraud or evidence of intentional misrepresentation of material facts to the certified IDR entity by any party regarding the dispute.

The party that initiated the Federal IDR Process may not submit a subsequent Notice of IDR Initiation involving the same other party with respect to a claim for the same or similar item or service that was the subject of this dispute during the 90-calendar-day suspension period following the date of this email, also referred to as the “cooling off” period.

If the initiating party was a provider, the provider is identified by the National Provider Identifier (NPI) or Taxpayer Identification Number (TIN). During the cooling off period, the provider may not submit a subsequent Notice of IDR Initiation involving the same non-initiating party with respect to a claim billed under the same NPI or TIN for the same or similar item or service.

The initiating party with respect to dispute number DISP-878778 was Richard Agag. The initiating party’s TIN is 474541206. The non-initiating party was Cigna. The 90-calendar day cooling off period begins on March 6, 2024 . Please retain this information for your records.

If the end of the open negotiation period for such an item or service falls during the cooling off period, either party may submit a Notice of IDR Initiation within 30 business days following the end of the cooling off period, as opposed to the standard 4-business-day period following the end of the open negotiation period. This 30-business-day period begins on the day after the last day of the cooling off period.

Resources

Visit the [No Surprises website](#) for additional IDR resources.

Contact information

For questions, contact Federal Hearings and Appeals Services, Inc.. Include your IDR Reference number referenced above.

Thank you,

Federal Hearings and Appeals Services, Inc.

Privileged and Confidential: The information contained in this e-mail message, including any attachments, is intended only for the personal and confidential use of the intended recipient(s) and may contain confidential and privileged information as well as information protected by the Privacy Act of 1974. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please immediately contact the sender by reply e-mail and delete all copies of the original message.

Exhibit B

IDR dispute status: Payment Determination Made - Fees and Offer from One Party Only

IDR reference number: DISP-2001877

ProPeer Resources, LLC has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-2001877** and has determined that Richard Agag is the prevailing party in this dispute.

Because only one party, Richard Agag , submitted an offer and paid the corresponding fees, ProPeer Resources, LLC has determined that the out-of-network payment amount of \$5,535.84 offered by Richard Agag is the appropriate out-of-network rate for the item or service 35703 on claim number 4682422201002 under this dispute.

Final Determination Rationale

The certified IDR entity requested fees and offers from both parties, however, the certified IDR entity did not receive an offer and/or fees from one party. As a result, the certified IDR entity has found in favor of the party that submitted an offer and fees. ProPeer Resources, LLC did not receive an offer and/or fees from CIGNA . As a result, the certified IDR entity has found in favor of Richard Agag , the only party to submit an offer and fees.

Next Step:

If any amount is due to either party, it must be paid **not later than 30 calendar days** after the date of this notification, as follows:

- **A plan, issuer, or Federal Employees Health Benefits (FEHB) Program carrier owes a payment to a non-participating provider or facility** when the amount of the offers selected by the certified IDR entity exceeds the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider or facility and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider or facility owes a refund to a plan, issuer or FEHB carrier** when the offer selected by the certified IDR entity is less than the sum of 1) any initial payment the plan, issuer, or FHHB carrier has paid to the non-participating provider or facility and 2) any cost sharing paid by the participant, beneficiary, or enrollee.

NOTE: The non-prevailing party is ultimately responsible for the certified IDR entity fee, which is retained by the certified IDR entity for the services performed. ProPeer Resources, LLC has determined that CIGNA is the non-prevailing party in DISP-2001877 and is responsible for paying the certified IDR entity fee. The certified IDR entity fee that was paid by the prevailing party will be returned to Richard Agag by the certified IDR entity within 30 business days of the date of this notification.

Pursuant to the Federal Employees Health Benefits Act at 5 U.S.C. 8902(p), Internal Revenue Code sections 9816(c)(5)(E) and 9817(b)(5)(D), Employee Retirement Income Security Act sections 716(c)(5)(E) and 717(b)(5)(D), and Public Health Service Act sections 2799A-1(c)(5)(E) and 2799A-2(b)(5)(D), and their implementing regulations at 5 CFR 890.114, 26 CFR 54.9816-8T (c)(4)(vii), 29 CFR 2590.716-8(c)(4)(vii)

and 45 CFR 149.510(c)(4)(vii), this determination is legally binding unless there is fraud or evidence of intentional misrepresentation of material facts to the certified IDR entity by any party regarding the dispute.

The party that initiated the Federal IDR Process may not submit a subsequent Notice of IDR Initiation involving the same other party with respect to a claim for the same or similar item or service that was the subject of this dispute during the 90-calendar-day suspension period following the date of this email, also referred to as the “cooling off” period.

If the initiating party was a provider, the provider is identified by the National Provider Identifier (NPI) or Taxpayer Identification Number (TIN). During the cooling off period, the provider may not submit a subsequent Notice of IDR Initiation involving the same non-initiating party with respect to a claim billed under the same NPI or TIN for the same or similar item or service.

The initiating party with respect to dispute number DISP-2001877 was Richard Agag. The initiating party’s TIN is 474541206. The non-initiating party was CIGNA. The 90-calendar day cooling off period begins on December 19, 2024 . Please retain this information for your records.

If the end of the open negotiation period for such an item or service falls during the cooling off period, either party may submit a Notice of IDR Initiation within 30 business days following the end of the cooling off period, as opposed to the standard 4-business-day period following the end of the open negotiation period. This 30-business-day period begins on the day after the last day of the cooling off period.

Resources

Visit the [No Surprises website](#) for additional IDR resources.

Contact information

For questions, contact ProPeer Resources, LLC. Include your IDR Reference number referenced above.

Thank you,

ProPeer Resources, LLC

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Exhibit C

IDR dispute status: Payment Determination Made - Fees and Offer from One Party Only

IDR reference number: DISP-2001876

ProPeer Resources, LLC has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-2001876** and has determined that Richard Agag is the prevailing party in this dispute.

Because only one party, Richard Agag , submitted an offer and paid the corresponding fees, ProPeer Resources, LLC has determined that the out-of-network payment amount of \$5,535.84 offered by Richard Agag is the appropriate out-of-network rate for the item or service 35703 on claim number 4682422201002 under this dispute.

Final Determination Rationale

The certified IDR entity requested fees and offers from both parties, however, the certified IDR entity did not receive an offer and/or fees from one party. As a result, the certified IDR entity has found in favor of the party that submitted an offer and fees. ProPeer Resources, LLC did not receive an offer and/or fees from CIGNA . As a result, the certified IDR entity has found in favor of Richard Agag , the only party to submit an offer and fees.

Next Step:

If any amount is due to either party, it must be paid **not later than 30 calendar days** after the date of this notification, as follows:

- **A plan, issuer, or Federal Employees Health Benefits (FEHB) Program carrier owes a payment to a non-participating provider or facility** when the amount of the offers selected by the certified IDR entity exceeds the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider or facility and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider or facility owes a refund to a plan, issuer or FEHB carrier** when the offer selected by the certified IDR entity is less than the sum of 1) any initial payment the plan, issuer, or FHHB carrier has paid to the non-participating provider or facility and 2) any cost sharing paid by the participant, beneficiary, or enrollee.

NOTE: The non-prevailing party is ultimately responsible for the certified IDR entity fee, which is retained by the certified IDR entity for the services performed. ProPeer Resources, LLC has determined that CIGNA is the non-prevailing party in DISP-2001876 and is responsible for paying the certified IDR entity fee. The certified IDR entity fee that was paid by the prevailing party will be returned to Richard Agag by the certified IDR entity within 30 business days of the date of this notification.

Pursuant to the Federal Employees Health Benefits Act at 5 U.S.C. 8902(p), Internal Revenue Code sections 9816(c)(5)(E) and 9817(b)(5)(D), Employee Retirement Income Security Act sections 716(c)(5)(E) and 717(b)(5)(D), and Public Health Service Act sections 2799A-1(c)(5)(E) and 2799A-2(b)(5)(D), and their implementing regulations at 5 CFR 890.114, 26 CFR 54.9816-8T (c)(4)(vii), 29 CFR 2590.716-8(c)(4)(vii)

and 45 CFR 149.510(c)(4)(vii), this determination is legally binding unless there is fraud or evidence of intentional misrepresentation of material facts to the certified IDR entity by any party regarding the dispute.

The party that initiated the Federal IDR Process may not submit a subsequent Notice of IDR Initiation involving the same other party with respect to a claim for the same or similar item or service that was the subject of this dispute during the 90-calendar-day suspension period following the date of this email, also referred to as the “cooling off” period.

If the initiating party was a provider, the provider is identified by the National Provider Identifier (NPI) or Taxpayer Identification Number (TIN). During the cooling off period, the provider may not submit a subsequent Notice of IDR Initiation involving the same non-initiating party with respect to a claim billed under the same NPI or TIN for the same or similar item or service.

The initiating party with respect to dispute number DISP-2001876 was Richard Agag. The initiating party’s TIN is 474541206. The non-initiating party was CIGNA. The 90-calendar day cooling off period begins on December 19, 2024 . Please retain this information for your records.

If the end of the open negotiation period for such an item or service falls during the cooling off period, either party may submit a Notice of IDR Initiation within 30 business days following the end of the cooling off period, as opposed to the standard 4-business-day period following the end of the open negotiation period. This 30-business-day period begins on the day after the last day of the cooling off period.

Resources

Visit the [No Surprises website](#) for additional IDR resources.

Contact information

For questions, contact ProPeer Resources, LLC. Include your IDR Reference number referenced above.

Thank you,

ProPeer Resources, LLC

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Exhibit D

IDR dispute status: Payment Determination Made - Fees and Offer from One Party Only

IDR reference number: DISP-2001874

ProPeer Resources, LLC has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-2001874** and has determined that Richard Agag is the prevailing party in this dispute.

Because only one party, Richard Agag , submitted an offer and paid the corresponding fees, ProPeer Resources, LLC has determined that the out-of-network payment amount of \$7,700.00 offered by Richard Agag is the appropriate out-of-network rate for the item or service 15002 on claim number 4682422201002 under this dispute.

Final Determination Rationale

The certified IDR entity requested fees and offers from both parties, however, the certified IDR entity did not receive an offer and/or fees from one party. As a result, the certified IDR entity has found in favor of the party that submitted an offer and fees. ProPeer Resources, LLC did not receive an offer and/or fees from CIGNA . As a result, the certified IDR entity has found in favor of Richard Agag , the only party to submit an offer and fees.

Next Step:

If any amount is due to either party, it must be paid **not later than 30 calendar days** after the date of this notification, as follows:

- **A plan, issuer, or Federal Employees Health Benefits (FEHB) Program carrier owes a payment to a non-participating provider or facility** when the amount of the offers selected by the certified IDR entity exceeds the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider or facility and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider or facility owes a refund to a plan, issuer or FEHB carrier** when the offer selected by the certified IDR entity is less than the sum of 1) any initial payment the plan, issuer, or FHHB carrier has paid to the non-participating provider or facility and 2) any cost sharing paid by the participant, beneficiary, or enrollee.

NOTE: The non-prevailing party is ultimately responsible for the certified IDR entity fee, which is retained by the certified IDR entity for the services performed. ProPeer Resources, LLC has determined that CIGNA is the non-prevailing party in DISP-2001874 and is responsible for paying the certified IDR entity fee. The certified IDR entity fee that was paid by the prevailing party will be returned to Richard Agag by the certified IDR entity within 30 business days of the date of this notification.

Pursuant to the Federal Employees Health Benefits Act at 5 U.S.C. 8902(p), Internal Revenue Code sections 9816(c)(5)(E) and 9817(b)(5)(D), Employee Retirement Income Security Act sections 716(c)(5)(E) and 717(b)(5)(D), and Public Health Service Act sections 2799A-1(c)(5)(E) and 2799A-2(b)(5)(D), and their implementing regulations at 5 CFR 890.114, 26 CFR 54.9816-8T (c)(4)(vii), 29 CFR 2590.716-8(c)(4)(vii)

and 45 CFR 149.510(c)(4)(vii), this determination is legally binding unless there is fraud or evidence of intentional misrepresentation of material facts to the certified IDR entity by any party regarding the dispute.

The party that initiated the Federal IDR Process may not submit a subsequent Notice of IDR Initiation involving the same other party with respect to a claim for the same or similar item or service that was the subject of this dispute during the 90-calendar-day suspension period following the date of this email, also referred to as the “cooling off” period.

If the initiating party was a provider, the provider is identified by the National Provider Identifier (NPI) or Taxpayer Identification Number (TIN). During the cooling off period, the provider may not submit a subsequent Notice of IDR Initiation involving the same non-initiating party with respect to a claim billed under the same NPI or TIN for the same or similar item or service.

The initiating party with respect to dispute number DISP-2001874 was Richard Agag. The initiating party’s TIN is 474541206. The non-initiating party was CIGNA. The 90-calendar day cooling off period begins on December 19, 2024 . Please retain this information for your records.

If the end of the open negotiation period for such an item or service falls during the cooling off period, either party may submit a Notice of IDR Initiation within 30 business days following the end of the cooling off period, as opposed to the standard 4-business-day period following the end of the open negotiation period. This 30-business-day period begins on the day after the last day of the cooling off period.

Resources

Visit the [No Surprises website](#) for additional IDR resources.

Contact information

For questions, contact ProPeer Resources, LLC. Include your IDR Reference number referenced above.

Thank you,

ProPeer Resources, LLC

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Exhibit E

IDR dispute status: Payment Determination Made - Fees and Offer from One Party Only
IDR reference number: DISP-2001871

ProPeer Resources, LLC has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-2001871** and has determined that Richard Agag is the prevailing party in this dispute.

Because only one party, Richard Agag , submitted an offer and paid the corresponding fees, ProPeer Resources, LLC has determined that the out-of-network payment amount of \$26,296.31 offered by Richard Agag is the appropriate out-of-network rate for the item or service 32900 on claim number 4682422201002 under this dispute.

Final Determination Rationale

The certified IDR entity requested fees and offers from both parties, however, the certified IDR entity did not receive an offer and/or fees from one party. As a result, the certified IDR entity has found in favor of the party that submitted an offer and fees. ProPeer Resources, LLC did not receive an offer and/or fees from CIGNA . As a result, the certified IDR entity has found in favor of Richard Agag , the only party to submit an offer and fees.

Next Step:

If any amount is due to either party, it must be paid **not later than 30 calendar days** after the date of this notification, as follows:

- **A plan, issuer, or Federal Employees Health Benefits (FEHB) Program carrier owes a payment to a non-participating provider or facility** when the amount of the offers selected by the certified IDR entity exceeds the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider or facility and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider or facility owes a refund to a plan, issuer or FEHB carrier** when the offer selected by the certified IDR entity is less than the sum of 1) any initial payment the plan, issuer, or FHHB carrier has paid to the non-participating provider or facility and 2) any cost sharing paid by the participant, beneficiary, or enrollee.

NOTE: The non-prevailing party is ultimately responsible for the certified IDR entity fee, which is retained by the certified IDR entity for the services performed. ProPeer Resources, LLC has determined that CIGNA is the non-prevailing party in DISP-2001871 and is responsible for paying the certified IDR entity fee. The certified IDR entity fee that was paid by the prevailing party will be returned to Richard Agag by the certified IDR entity within 30 business days of the date of this notification.

Pursuant to the Federal Employees Health Benefits Act at 5 U.S.C. 8902(p), Internal Revenue Code sections 9816(c)(5)(E) and 9817(b)(5)(D), Employee Retirement Income Security Act sections 716(c)(5)(E) and 717(b)(5)(D), and Public Health Service Act sections 2799A-1(c)(5)(E) and 2799A-2(b)(5)(D), and their implementing regulations at 5 CFR 890.114, 26 CFR 54.9816-8T (c)(4)(vii), 29 CFR 2590.716-8(c)(4)(vii)

and 45 CFR 149.510(c)(4)(vii), this determination is legally binding unless there is fraud or evidence of intentional misrepresentation of material facts to the certified IDR entity by any party regarding the dispute.

The party that initiated the Federal IDR Process may not submit a subsequent Notice of IDR Initiation involving the same other party with respect to a claim for the same or similar item or service that was the subject of this dispute during the 90-calendar-day suspension period following the date of this email, also referred to as the “cooling off” period.

If the initiating party was a provider, the provider is identified by the National Provider Identifier (NPI) or Taxpayer Identification Number (TIN). During the cooling off period, the provider may not submit a subsequent Notice of IDR Initiation involving the same non-initiating party with respect to a claim billed under the same NPI or TIN for the same or similar item or service.

The initiating party with respect to dispute number DISP-2001871 was Richard Agag. The initiating party’s TIN is 474541206. The non-initiating party was CIGNA. The 90-calendar day cooling off period begins on December 19, 2024 . Please retain this information for your records.

If the end of the open negotiation period for such an item or service falls during the cooling off period, either party may submit a Notice of IDR Initiation within 30 business days following the end of the cooling off period, as opposed to the standard 4-business-day period following the end of the open negotiation period. This 30-business-day period begins on the day after the last day of the cooling off period.

Resources

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Contact information

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Thank you,

ProPeer Resources, LLC

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