

FROM THE COURTS

# NJ Medical Center Prevails in Dismissal of \$223M in Potential Damagess



SHUTTERSTOCK

Jersey City Medical Center prevailed in a suit which arose from a 2016 settlement agreement over ambulance service provided in Jersey City.

by Colleen Murphy

Jersey City Medical Center prevailed in eliminating more than \$223 million in potential damages sought by CarePoint Health Management Associates and McCabe Ambulance Services in a suit which arose from a 2016 settlement agreement over ambulance service provided in Jersey City.

A decision issued by Hudson County Superior Court Judge Anthony V. D’Elia, in *CarePoint Health Management Associates v. Jersey City Medical Center*, granted an order partially granting Jersey City Medical Center’s motion to dismiss the complaint filed by CarePoint and McCabe. At issue was a 2016 settlement agreement executed between plaintiffs CarePoint and McCabe and defendants JCMC and Jersey City, according to a memorandum filed on behalf of JCMC by Connell Foley attorneys John Lacey, Lauren Iannaccone and William Gattoni Jr.

In the complaint, filed by CarePoint in August 2022, the company alleged that JCMC redirected, diverted or steered emergency medical services patient transports originating from Northern Borderline, Christ, and Bayonne Zones away from CarePoint facilities and to JCMC.

“As a result of JCMC’s patient steering, plaintiffs have suffered a significant continuing loss in revenue arising from a decrease in overall EMS transports to CarePoint facilities, as well as a decrease in any subsequent required emergency or in-patient care,” the complaint said.

In the memorandum, JCMC alleged that the named plaintiffs sought to pursue not only contract-related claims for themselves, but also millions of dollars in noncontract damages incurred by three hospitals that are already pursuing damages in a federal action—Christ Hospital, Bayonne Medical Center, and Hoboken University Medical Center.

“Thus, to say the least, it appears that CarePoint’s claims here, where it is not

the real party in interest, represents a blatant abuse of process,” JCMC’s memorandum said.

In the memorandum, JCMC moved to dismiss the first two counts and argued that the settlement agreement precludes the requested relief and damages, to dismiss the tort and antitrust claims in counts three through five, and to strike a portion of the complaint due to the named plaintiffs not being real parties in interest.

JCMC alleged that, in order to pursue a claim for damages, each named plaintiff must be a real party in interest and that the threshold matter of standing must be demonstrated for the matter to proceed.

“Thus, the complaint raises an obvious question: Who is plaintiff, ‘CarePoint Management Associates, LLC,’ and on what legal basis may it assert claims for alleged tort and antitrust damages, including treble damages, on behalf of non-parties Christ, BMC and Hoboken? The simple answer is there is no such legal basis,” the memorandum said.

JCMC further stated that CarePoint “is nothing more than a third-party management company that neither owns nor operates any of the hospitals” and that the bulk of the damages alleged in the complaint are improper.

In an order issued July 27, D’Elia found that the settlement agreement expired on Dec. 31, 2019, which limited potential damages up to that date. And the judge held that the damages are limited to those suffered by the individual plaintiffs, not any damages suffered by the hospitals.

Connell Foley, who represented JCMC in the matter, declined to comment on the judge’s order. Likewise, counsel to CarePoint, Robert F. Pawlowski of K&L Gates, did not immediately respond to a request for comment.

**Colleen Murphy reports for Law.com, an ALM affiliate of the Daily Business Review. Contact her at [cmurphy@alm.com](mailto:cmurphy@alm.com).**



## CITY OF DORAL NOTICE OF PUBLIC HEARING

All residents, property owners and other interested parties are hereby notified of a **COUNCIL ZONING MEETING** on **August 23, 2023 beginning at 6:00 PM** to consider the proposed site plan modification for the property located at 10895 NW 41 Street. The meeting will be held at the **City of Doral, Government Center, Council Chambers located at 8401 NW 53rd Terrace, Doral, Florida, 33166.**

The City of Doral proposes to adopt the following Resolution:

**RESOLUTION No. 23-**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE SITE PLAN modification FOR NAZARI ASSOCIATES VI, LLC, FOR THE PROPERTY LOCATED AT 10895 NW 41 STREET, DORAL, FLORIDA, PURSUANT TO SECTION 53-184(F) OF THE CITY’S LAND DEVELOPMENT CODE; AND PROVIDING FOR AN EFFECTIVE DATE**

**HEARING NO.:** 23-08-DOR-05

**APPLICANT:** Nazari Associates VI, LLC (the “Applicant”)

**PROJECT NAME:** Nazari Mobil

**PROPERTY OWNER:** Efraim Saragovia

**LOCATION:** 10895 NW 41 Street, Doral, Florida 33178

**FOLIO NUMBER:** 35-3019-030-0010

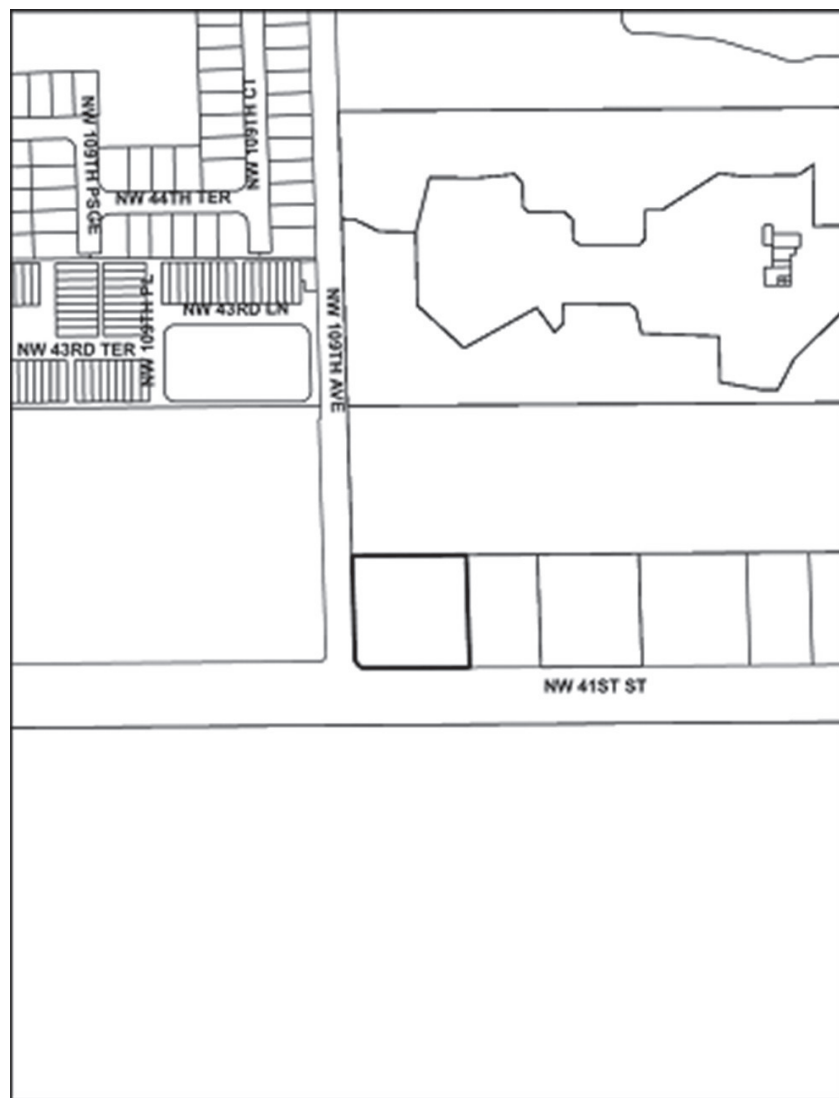
**SIZE OF PROPERTY:** ±1.53 acres

**FUTURE LAND USE MAP DESIGNATION:** Business

**ZONING DESIGNATION:** Commercial Corridor District (CC)

**REQUEST:** The Applicant is seeking to modify the existing gasoline station consisting of a 6,018 square foot dispenser canopy and a 5,029 square foot convenience store comprising of retail use and a car wash. The applicant is proposing an additional 689 square foot car wash, increasing the total convenience store structure to 5,718 square feet.

**Location Map**



Inquiries regarding the item may be directed to the Planning and Zoning Department at 305-59-DORAL. The application file may be examined at the City of Doral Planning and Zoning Department located at 8401 NW 53 Terrace, Doral, FL 33166.

Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decisions made by the City Council with respect to any matter considered at such meeting or hearing, they will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law. In accordance with the Americans with Disabilities Act, any person who are disabled and who need special accommodations to participate in this meeting because of that disability should contact the Planning and Zoning Department at 305-59-DORAL no later than three (3) business days prior to the proceeding.

Connie Diaz, MMC  
City Clerk  
City of Doral