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FROM THE COMMITTEE ON OPINIONS

BRAINBUILDERS, LLC., Plaintiff, v. OPTUM, INC., OPTUM SERVICES,INC., OPTUMHEALTH HOLDINGS, LLC, OPTUMHEALTH FINANCIALSERVICES, INC., OPTUM HEALTHCARE SOLUTIONS, LLC,OPTUMHEALTH CARE SOLUTIONS,INC., OXFORD HEALTH INSURANCE,INC., OXFORD HEALTH PLANS (NY), INC., OXFORD HEALTH PLANS (NJ), INC., OXFORD HEALTH PLANS LLC, UNITEDHEALTHCARE SERVICES LLC, UNITEDHEALTH GROUP, INC., UNITEDHEALTHCARE SERVICES, INC., UHIC HOLDINGS, INC., UNITED BEHAVIORAL HEALTH, UNITEDHEALTHCARE INSURANCE COMPANY, and JOHN DOES 1 – 20, JANE DOES 1 – 20, XYZ CORPORATIONS 1 – 20, and ABC PARTNERSHIPS 1 - 20, Defendants.

SUPERIOR COURT OF NEW JERSEY

LAW DIVISION – BERGEN COUNTY

DOCKET NO. **BER-L-8088-17**

Civil Action

OPINION

Argued: **August 26, 2022**
Decided: **September 12, 2022**

HONORABLE ROBERT C. WILSON, J.S.C.

Vafa Sarmasti, Esq., appearing on behalf of Plaintiff, BrainBuilders, LLC.

Francis X. Manning, Esq. and Robert J Norcia, Esq., appearing on behalf of Defendants Optum, Inc., Optum Services, Inc., Optumhealth Holdings, Llc, Optumhealth Financialservices, Inc., Optum Healthcare Solutions, LLC, Optumhealth Care Solutions, Inc., Oxford Health Insurance, Inc., Oxford Health Plans (Ny), Inc., Oxford Health Plans (Nj), Inc., Oxford Health Plans LLC, Unitedhealthcare Services LLC, Unitedhealth Group, Inc., Unitedhealthcare Services, Inc., UHIC Holdings, Inc., United Behavioral Health, Unitedhealthcare Insurance Company, and John Does 1 – 20, Jane Does 1 – 20, XYZ Corporations 1 – 20, and ABC Partnerships 1 – 20.

FACTUAL BACKGROUND

THIS MATTER arises out of a dispute between BrainBuilders, LLC (hereinafter "BrainBuilders" or "Plaintiff"), an autism therapy services agency, and Optum, Inc., et. al., a healthcare benefits provider, and numerous affiliated entities (hereinafter "Optum" or "Defendants"). Several patients of BrainBuilders sought and/or received reimbursement from Optum for services rendered by BrainBuilders.

During the summer of 2017, BrainBuilders' owner and Clinical Director, its Chief Operations Officer, and its Director of Finance were arrested, along with 23 other residents of Lakewood, New Jersey. All parties were charged with conspiracy to defraud Medicaid by misrepresenting their income and eligibility to obtain benefits reserved to those most in need. News of the arrests was widely covered in the media. At the time, Optum was already reviewing BrainBuilders' claims because of the number of claims and amounts charged in comparison to BrainBuilders' peers.

In or about August 2017, BrainBuilders learned that Optum had sent letters to BrainBuilders patients sometime in July 2017. In one such letter, Optum told BrainBuilders patients that BrainBuilders "will no longer be reimbursed for services provided you and/or your child/ren due to potential insurance fraud and other violations of state and federal law." The letter further invited patients to make arrangements for continued treatment with a practitioner approved by Optum.

In subsequent letters sent by Optum, recipients were told that Optum required preauthorization of services provided by BrainBuilders, due to quality of care or member safety concerns. The letters further averred that BrainBuilders' services were not and did not amount to professional care. It is BrainBuilders' contention that such statements are false and were made

with the intention of damaging BrainBuilders' relationships with its patients. It is Defendants' contention that any statements made to BrainBuilders' patients were truthful and made after a lengthy investigation which affirmed the necessity of making such statements.

PROCEDURAL HISTORY

On November 28, 2017, Plaintiff filed a Complaint solely against Optum in the Superior Court of New Jersey, Law Division, Bergen County. On January 16, 2018, Optum, Inc. removed the matter to the United States District Court for the District of New Jersey, asserting diversity jurisdiction. On May 31, 2019, U.S. District Court Judge John Vazquez granted BrainBuilders' motion to amend, adding 15 new Defendants, including a New Jersey company, and remanded the matter to this Court for lack of subject matter jurisdiction. Shortly thereafter, Plaintiff filed its First Amended Complaint, asserting the following seven causes of action: (1) conspiracy and aiding in the commission of a tort; (2) tortious interference with current business relations; (3) tortious interference with prospective economic advantage; (4) negligence; (5) trade libel/false light; (6) defamation, slander, and libel; and (7) unjust enrichment/quantum meruit.

Through three case management orders, this Court extended the discovery end date from October 22, 2019, to January 10, 2021, and finally to April 15, 2022. Defendants produced over 2,700 documents in December 2020 and responded to written discovery in February 2021. Plaintiff produced over 18,000 documents on August 31, 2020, and November 10, 2020. This Court, by Order dated May 13, 2022, denied Plaintiff's motion to extend the April 15, 2022, discovery end date. Defendants filed the instant motion on June 24, 2022.

SUMMARY JUDGMENT STANDARD

The New Jersey procedural rules state that a court shall grant summary judgment "if the pleadings, depositions, answers to interrogatories and admissions on file, together with the

affidavits, if any, show that there is no genuine issue as to any material fact challenged and that the moving party is entitled to a judgment or order as a matter of law." R. 4:46-2(c). In Brill v. Guardian Life Insurance Co., 142 N.J. 520 (1995), the Supreme Court set forth a standard for courts to apply when determining whether a genuine issue of material fact exists that requires a case to proceed to trial. Justice Coleman, writing for the Court, explained that a motion for summary judgment under R. 4:46-2 requires essentially the same analysis as in the case of a directed verdict based on R. 4:37-2(b) or R. 4:40-1, or a judgment notwithstanding the verdict under R. 4:40-2. Id. at 535-536. If, after analyzing the evidence in the light most favorable to the non-moving party, the motion court determines that "there exists a single unavoidable resolution of the alleged dispute of fact, that issue should be considered insufficient to constitute a 'genuine' issue of material fact for purposes of R. 4:46-2." Id. at 540.

RULE OF LAW AND DECISION

Optum's Statements are Subject to Qualified Immunity

"In determining whether the qualified privilege is a defense, it is irrelevant whether the statement at issue was defamatory. Thus, a court need not decide what normally is the threshold question of law, that is, whether a statement was 'reasonably susceptible of a defamatory meaning." Feggans v. Billington, 291 N.J. Super. 382, 393 (App. Div. 1996). Instead, the court only examines the "relationship of the parties, the persons to whom the statement is communicated, the circumstances attendant to the statement, and the manner in which the statement is made." Id. The "critical test of the existence of the privilege is the circumstantial justification for the publication of the [allegedly] defamatory information," which includes consideration of the "appropriateness of the occasion on which the [allegedly] defamatory information is published, the legitimacy of the interest thereby sought to be protected or promoted, and the pertinence of the

receipt of that information by the recipient." Erickson v. Marsh & McLennan Co., Inc., 117 N.J. 539, 564 (1990).

The State of New Jersey heavily regulates the business of health insurers through both statute and regulations promulgated by the Department of Banking and Insurance. There are statutes and regulations governing a health insurer's obligation to communicate with its members and healthcare providers about decisions on prior authorizations and claims submissions. See, e.g., N.J.S.A. 17B:30-48 et seq. Likewise, there are statutes and regulations obligating a health insurer to identify, investigate, root out, and take steps to prevent the occurrence of insurance fraud. See, e.g., N.J.S.A. 17:33A-1 et seq.; N.J.A.C. 11:22-3.8. In conjunction with their statutory and regulatory obligations, health insurers are also contractually required by health benefits plans to communicate with members and, therefore, deal with them in good faith regarding all things that implicate the availability of benefits under a plan. See, e.g., N.J.A.C. 11:4-42.8 (requiring all health benefits plans requiring prior authorization to state the process and timeframe for obtaining prior authorization and for appealing any adverse determination).

The statements communicated to Plaintiff and its patients in the July 2017 and August 2017 Letters are plainly subject to and protected by a qualified privilege. Upon deciding to suspend authorizations for services rendered by Plaintiff, Optum was duly obligated to inform patients of that decision. The July 2017 Letters, which communicated to patients the true reason for the suspension, which was the dubious insurance claims and potential violations of state or federal law, was a legally necessary course of conduct.

Even prior to the arrests of Plaintiff's owner and Clinical Director, Chief Operating Officer, and Director of Finances for conspiracy to commit Medicaid fraud, Optum had already begun reviewing the dollar amount and volume of claims submitted by Plaintiff because of suspicious

activity; namely the high volume of claims and recent increase in the number of patients being treated, including patients from the same family. Upon receiving news of the arrests, Optum opened a formal fraud investigation into Plaintiff's activities. This led to evidence which suggested that Plaintiff had potentially committed insurance fraud. The evidence, in summary, raised questions as to the legitimacy of the services rendered by Plaintiff and the bills submitted to Defendants.

Likewise, the August 2017 Letters denying prior authorization due to the Defendants' concerns of quality of care or member safety concerns are also privileged. The stated purpose of those coverage determinations concluded that services rendered by Plaintiff would not be covered by Defendants. The August 2017 Letters were sent in the ordinary course of business, as required by regulation, and merely reflected a coverage determination. See N.J.A.C. 11:442.8 (requiring all health benefit plans requiring prior authorization to state the process and timeframe for obtaining prior authorization and for appealing any adverse determination).

The relationship among Defendants and their members, the circumstances of the arrests and subsequent investigation that ultimately led to the suspension and denials of authorization, and the members' receipt of the July 2017 and August 2017 Letters from Optum explaining the reason for the suspension or denial of authorizations all serve as evidence upon which Defendants may assert a qualified privilege. Thus, Defendants are insulated from civil liability in the instant matter.

Plaintiff's Allegations are not Supported by Facts of Defamation

In determining whether statements are defamatory, the court scrutinizes "the language 'according to the fair and natural meaning which will be given by a reasonable person of ordinary intelligence'" and views "publication as a whole in assessing the language for a defamatory

meaning and 'consider[s] particularly the context in which the statement appears.'" Petersen v. Meggitt, 407 N.J. Super. 63, 74 (App. Div. 2009).

In Molin v. Trentonian, the Appellate Division affirmed the grant of summary judgment to a defendant newspaper that published an article about the plaintiff being arrested for stalking. 297 N.J. Super. 153, 157 (App. Div.), certif. denied, 152 N.J. 190 (1997). The plaintiff argued that he was only an alleged stalker but was not portrayed that way in the headline of the article ("Stalker's Arrest Ends Year of Terror"). Id. at 156. In considering whether the headline was susceptible of a defamatory meaning, the Appellate Division reviewed the entire article in context and found that the article referred to the plaintiff as an "alleged stalker" that had been "charged." Id. at 158-59. The Appellate Division concluded that there is "no likelihood that a reasonable person could interpret that plaintiff has been anything but arrested and charged for stalking." Id. at 159.

The Appellate Division's reasoning in Molin applies here. A reasonable person would not interpret Optum's July 2017 and August 2017 Letters as defamatory. The July 2017 Letters' use of the word "potential" removes any suggestion that BrainBuilders actually committed fraud and other violations of state and federal law. Rather, the July 2017 Letters communicated the reason for the suspension and merely indicated that insurance fraud by BrainBuilders was "capable of coming into being; possible if the necessary conditions exist." Likewise, the August 2017 Letters merely communicated Optum's "concerns" about "quality of care or member safety" in making a decision regarding the availability of coverage for BrainBuilders' services.

In any defamation case, the context within which the communication is made is critical. Shortly before the July 2017 and August 2017 Letters were sent, several individuals at the highest ranks of BrainBuilders, as well as several other parents of BrainBuilders' patients, had been arrested for conspiracy to commit Medicaid fraud (i.e., insurance fraud), and news of their arrests

was widespread in the media. Further, Optum had separately uncovered evidence suggesting BrainBuilders was engaged in fraud, waste, or abuse. When read with context, no reasonable person can interpret the July 2017 Letters' suggestion of potential insurance fraud, or the August 2017 Letters' concerns about quality of care or member safety, communicated in the course of a coverage determination, as fallacious and injurious.

Plaintiff did not Suffer Actual Damages

"There are three main types of damages available in an action for defamation: '(1) compensatory or actual, which may be either (a) general or (b) special; (2) punitive or exemplary; and (3) nominal.'" Graphnet, Inc. v. Retarus, Inc., 250 N.J. 24, 37 (2022) (citation omitted). "'All compensatory damages . . . depend on showings of actual harm, . . . and may not include a damage award presumed by the jury.'" Id. (citation omitted). "To succeed in an action for slander, the plaintiff must demonstrate actual harm to reputation through the production of concrete proof. 'Awards based on a plaintiff's testimony alone or on 'inferred' damages are unacceptable.'" Ward v. Zelikovsky, 136 N.J. 516, 540 (1994). Likewise, the showing of damages for trade libel is quite specific: Plaintiff is required to prove "either loss of particular [patients] by name, or a general diminution of business, and extrinsic facts showing that such special damages were the natural and direct result of the false publication." Juliano v. ITT Corp., No. CIV. 90-1575 (CSF), 1991 WL 10023, at *6 (D.N.J. Jan. 22, 1991).

Plaintiff has not supplied any documentation or other evidence of actual harm to its reputation, nor has it provided proof that it lost any patients or otherwise suffered a general diminution in business value that was the natural and direct result of Optum's allegedly defamatory statements. Defendants requested in an interrogatory that Plaintiff identify its alleged losses and damages and provide information supporting such allegations. After over 900 days of discovery,

Plaintiff failed to furnish any expert reports explaining the damages it suffered. Discovery is now closed. Thus, Plaintiff failed to meet its burden to provide some evidence to show that it suffered actual damages.

Defendants' Statements are not Defamatory

Claims of defamation and false light require a showing of falsity. Truth is an absolute defense in a defamation case, even if the statement was motivated by malice. O'Connor v. Harms, 111 N.J. Super. 22, 28 (App. Div. 1970); see also G.D. v. Kenny, 205 N.J. 275, 304 (2011) ("The law of defamation overlooks minor inaccuracies, focusing instead on 'substantial truth.'"). In G.D., the Supreme Court affirmed the trial court's grant of summary judgment to a defendant that publicized political campaign flyers about the plaintiff claiming he was a "drug dealer" that went to "jail for five years." Id. at 305. The Supreme Court concluded that the plaintiff failed to carry his burden of establishing a genuine dispute of material fact because the flyers were substantially true and reported the public record of the plaintiff's arrest and conviction for selling cocaine and so affirmed summary judgment dismissing his defamation and false light claims. Id. at 306-07.

Opinion statements are generally not capable of proof or falsity because they reflect a person's state of mind." Ward v. Zelikovsky, 136 N.J. 516, 530 (1994). "If a statement could be construed as either fact or opinion, a defendant should not be held liable." Lynch v. N.J. Educ. Ass'n, 161 N.J. 152, 168 (1999). In considering whether the statements were defamatory, the Court will consider the context in which the statement appeared, which includes consideration of the "'general tenor of the expression,' as experienced by a reasonable person." Ward, 136 N.J. at 532.

In Others First, Inc. v. Better Business Bureau of Greater St. Louis, Inc., the Eighth Circuit Court of Appeals considered whether a news release published by the Better Business Bureau

about a charity and an individual affiliated with it was defamatory. 829 F.3d 576 (8th Cir. 2016). One of the statements in the news release alleged that the individual affiliated with the charity "may have **potential** conflicts of interest[.]" Id. at 582 (emphasis added). The Eighth Circuit affirmed the grant of summary judgment to the Better Business Bureau and found this "statement was presented as an opinion, couched in equivocal language—'appears,' 'perhaps,' 'may,' and '**potential**.'" Id. (emphasis added). In considering whether the subject statements were defamatory, the Court will consider the context in which the statement appeared, which includes consideration of the "'general tenor of the expression,' as experienced by a reasonable person." Ward, 136 N.J. at 532.

Here, the July 2017 Letters sent by Optum notifying patients that authorization for Plaintiff's services were being suspended due to potential insurance fraud and other violations of state and federal law were true. Even prior to the arrests, Optum had already begun reviewing Plaintiff's claims to investigate its high utilization. After Optum had opened its investigation, it became privy to numerous media reports detailing the arrests of, among others, Plaintiff's owner and clinical director, its Chief Operating Officer, and its Director of Finance for conspiracy to commit Medicaid fraud. Critically, however, Optum did not send the July 2017 Letters based solely upon media reports of the arrests. The July 2017 Letters were based upon a formal fraud investigation which was initiated by Optum following the publication of media reports regarding the arrests. During the course of this investigation, forensic accountants for Optum performed an in-depth review of Plaintiff, its claims, its principals, and its patient population. This review uncovered evidence suggesting the existence of potential insurance fraud not only by Plaintiff but by a number of other individuals who were also arrested for conspiracy to defraud Medicaid and who had obtained health benefits plans from Oxford Health Plans (NJ), Inc. and used those plans

almost exclusively for reimbursement of Plaintiff's services. These efforts were detailed in numerous e-mail exchanges written in furtherance of the investigation and reflected Optum's good faith effort to discharge its statutory and regulatory obligation to investigate and prevent insurance fraud.

The July 2017 Letters conveyed the true reason for why authorizations for Plaintiff's services were being suspended. Any other reason given for the suspension or denials of authorizations would have been false. Further, to demonstrate the falsity of the statement in the July 2017 Letters, Plaintiff was required to show that it was not potentially engaged in insurance fraud at the time. However, it has failed to show that it was not potentially engaged in insurance fraud.

For many of the same reasons, Optum's statements in the August 2017 Letters that authorizations were being denied due to quality of care or member safety concerns similarly conveyed the true reason for why authorization were denied. Allegations of potential health insurance fraud necessarily implicate the value and quality of the services rendered. Therefore, in August 2017, Optum wrote BrainBuilders requesting additional medical records and explained that it was "committed to protecting consumers, providers and other healthcare stakeholders through the administration of a strong and balanced review process to ensure that industry standards regarding documentation and billing of services are met."

The July 2017 Letters reflected Optum's then-existing state of mind, based on the information available, and thus may be considered an opinion. Likewise, the statements in the August 2017 Letters denying Plaintiff prior authorization due to quality of care or member safety concerns would also be a statement of opinion. In the August 2017 Letters, Optum was adjudicating a request for prior authorization and made its determination based upon information

then available to the plan. It also clarified that the purpose of the letter was to inform clients that coverage of Plaintiff's services was not available under their respective benefit plans. Accordingly, the statements in the July 2017 and August 2017 Letters are not defamatory, as the statements fall within the exception for truth or opinion statements.

Defendants' Statements were not Made with Actual Malice

When an allegedly defamatory statement concerns a matter of public interest, a showing of actual malice is required. See Turf Lawnmower Repair, Inc. v. Bergen Record Corp., 139 N.J. 392, 412 (1995) (affirming summary judgment for defendants and holding actual malice standard applies to defamation claims asserted by businesses whose activities implicate the public interest, such as those involving matters of public health or safety, consumer fraud, or heavily regulated industries). Even when a "private person" conducts his or her "personal affairs in a manner that one in his [or her] position would reasonably expect implicates a legitimate public interest with an attendant risk of publicity, defamatory speech that focuses upon that public interest will not be actionable unless it has been published with actual malice." Berkery v. Kinney, 397 N.J. Super. 222, 230 (App. Div. 2007); see also LoBiondo v. Schwartz, 323 N.J. Super. 391, 409 (App. Div.) (holding "the actual malice standard applies not only to those having the actual status of a public official or other public figure but also to those whose actions or interests have so involved them in a matter of public interest that for purposes of speech respecting that matter, they must be regarded as public figures."), certif. denied, 162 N.J. 488 (1999).

To show actual malice, a plaintiff must show that the defendant made the statement "knowing that it was false or with a reckless disregard for the truth." DeAngelis, 180 N.J. at 17-18. "The actual-malice standard is subjective[,]" Costello v. Ocean Cnty. Observer, 136 N.J. 594, 615 (1994), and "involves analyzing the thought processes of the particular defendant[s.]"

Durando v. Nutley Sun, 209 N.J. 235, 251-52 (2012) (affirming summary judgment for defendants, noting to prove reckless disregard for the truth, defendants must have "entertained serious doubts as to the truth of the publication" where merely asserting that defendants should have known or doubted the accuracy of a statement is insufficient to show reckless disregard) (citations omitted). In opposing this motion for summary judgment, Plaintiff was required to present "clear and convincing evidence" that could "support a reasonable jury finding" that Optum's statements in the July 2017 and August 2017 Letters were motivated by "actual malice." Berkery, 397 N.J. Super. at 230.3. Plaintiff was unable to make such a showing.

Further, it is incontrovertible that Plaintiff is engaged in the healthcare industry, a highly regulated industry that clearly implicates the public interest. This fact, in addition to the widely publicized arrests of high-ranking officers of Plaintiff for Medicaid fraud, required Plaintiff to demonstrate by clear and convincing evidence that the statements in the July 2017 and August 2017 Letters were motivated by actual malice. As stated above, Plaintiff made no such showing. Rather, Optum's conduct, in ceasing coverage of all potentially fraudulent claims and informing its customers as such, was the mandatory course of conduct. Further, this course of action was only taken, and the statements were only issued after Optum undertook a forensic accounting of Plaintiff. This accounting yielded a detailed report demonstrating that dubious billing and treatment issues were evident. As such, Optum's conduct was not motivated by actual malice, but by a detailed investigation which resulted in the discovery of concerning information.

Plaintiff's Claims of Tortious Interference with Current Business Relations (Count II) and Prospective Economic Advantage (Count III) is Dismissed

Where the court finds that certain statements are qualifiedly privileged or not defamatory, intentional tort claims may not survive where said claims are predicated on the same conduct and statements. LoBiondo, 323 N.J. Super. at 417 (holding if an intentional tort count is predicated

upon the same conduct on which a defamation count is predicated, the defamation cause completely comprehends the intentional tort cause). As such, Plaintiff's claims for conspiracy/aiding and abetting, intentional interference with current business relations, and interference with prospective economic advantage are dismissed.

Plaintiff's Claim for Negligence (Count IV) is Dismissed

Where a Plaintiff has claimed that a false publication resulted in injury to its reputation, it is precluded from seeking redress under a theory of negligence and must instead assert claims of defamation and trade libel. Container Mfg. Inc. v. CIBA-GEIGY Corp., 870 F. Supp. 1225, 1236 (D.N.J. 1994) (granting summary judgment and holding that, under New Jersey law, plastic container manufacturer could not assert negligence claims independent of its defamation and product disparagement claims against corporation that published a study that incorrectly identified manufacturer's containers as unsuitable for storing pesticide); Dairy Stores, Inc. v. Sentinel Pub. Co., 191 N.J. Super 202, 216–17 (Law Div. 1983) (explaining that "[t]he parameters of [the duty not to communicate false information about another]… and the circumstances under which an action may be maintained for its breach are the subject of the laws of defamation and of product disparagement[,]" not negligence), aff'd, 104 N.J. 125 (1986). As such, Count IV of Plaintiff's complaint is dismissed.

Plaintiff's Claim for Unjust Enrichment/Quantum Meruit (Count VII) is Dismissed

"The doctrine of unjust enrichment rests on the equitable principle that a person shall not be allowed to enrich himself unjustly at the expense of another." Callano v. Oakwood Park Homes Corp., 91 N.J. Super. 105, 108 (App. Div. 1966). It is well-settled that an insurer derives no benefit from the provision of services on an insured. See, e.g., Plastic Surgery Center, P.A. v. Aetna Life Ins. Co., 967 F.3d 218, 241-42 (3d Cir. 2020) (dismissing unjust enrichment and quantum meruit

claims as expressly preempted because "the benefit conferred, if any, is not the provision of the healthcare services per se, but rather the discharge of the obligation the insurer owes to the insured."); Haghighi v. Horizon Blue Cross Blue Shield of New Jersey, 2020 WL 5105234, at *5 (D.N.J. 2020) (dismissing unjust enrichment and quantum meruit claims because health insurer received no benefit from provider); see also Advanced Orthopedics and Sports Med. Ins. v. Anthem Blue Cross Life and Health Ins. Co., 2018 WL 6603650, at *4 (D.N.J. 2018) (dismissing quantum meruit claim against health insurer because "the benefit conferred by Plaintiff was conferred upon [the patient], not [the insurer].").

To sustain its quasi-contract claims sounding in unjust enrichment and quantum meruit, Plaintiff was required to demonstrate that it conferred a benefit to the Defendants. However, Plaintiff provided no benefit to Defendants. Thus, insufficient facts exist to sustain an unjust enrichment claim, and Count VII of Plaintiff's Complaint is dismissed.

CONCLUSION

For the foregoing reasons, Defendants' Motion for Summary Judgment is **GRANTED**.