

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO**

MULTI BUSINESS SOLUTIONS, LLC D/B/A
MULTI HEALTHCARE SOLUTIONS

Plaintiff,

v.

ENVOLVE TOTAL VISION, INC. D/B/A
ENVOLVE VISION BENEFITS OF PUERTO
RICO

Defendant.

Civil No.

NOTICE OF REMOVAL

Envolve Total Vision, Inc. (“Envolve”) gives notice of removal of the case captioned Multi Business Solutions, LLC d/b/a Multi Healthcare Solutions v. Envolve Total Vision, Inc., d/b/a Envolve Vision Benefits of Puerto Rico, Civ. No. SJ2025CV00768 (905) (the “Action”), which is currently pending before the Court of First Instance of Puerto Rico, San Juan Part (the “Commonwealth Court”). Envolve gives this notice pursuant to 28 U.S.C. §§1332, 1441, and §1446.

THE ALLEGATIONS MAKE REMOVAL PROPER¹

1. Multi Business Solutions, LLC (“Plaintiff”), filed a complaint against Envolve on January 29, 2025. *See Exhibit A* (copy the Complaint in the Action, in its original Spanish).²

2. As this Court is aware, “any civil action brought in a State court of which the district courts of the United States have original jurisdiction, may be removed by the defendant or the

¹ This section is not intended as a recital of the allegations in the Amended Complaint, but rather as a summary of the most important ones to provide the Court the context to evaluate the propriety of removal.

² Envolve will shortly file a motion to extend time to file certified translations, and certified translations of any required documents filed in the Action will be filed with the Court in a timely manner.

defendants, to the district court of the United States for the district and division embracing the place where such action is pending.” 28 U.S.C. § 1441(a).

3. And, under 28 U.S.C. §1332(a), “[t]he district courts shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between [...] (1) citizens of different States” or “(2) citizens of a State and citizens or subjects of a foreign state.” The matter in controversy in this Action exceeds that threshold, and the citizenship of the Parties is diverse.

4. Plaintiff alleges Envolve violated its contractual obligations under the Provider Participation Agreement (PPA) signed by the parties, claiming that: (1) Envolve unilaterally suspended the PPA, impacting Plaintiff’s ability to perform services under the agreement; (2) Envolve improperly withheld payments for services rendered pursuant to the agreement, including services provided under the Healthcare Effectiveness Data and Information Set (HEDIS) and Centers for Medicare & Medicaid Services (CMS) guidelines; (3) Envolve raised concerns about billing practices related to specific Current Procedural Terminology (CPT) codes but did not provide documentation supporting its findings or allow Plaintiff an opportunity to address the concerns; (4) Envolve did not follow the dispute resolution mechanisms outlined in the PPA to address the alleged billing issues, and (5) by suspending the PPA and withholding payments, Envolve caused MBS financial losses, reputational harm, operational disruptions, and administrative costs. *See Exhibit A*, at 3-9, ¶¶ 1-31.

5. Consequently, Plaintiff requests that the Commonwealth Court provide not only preliminary and permanent injunctive relief and a declaratory judgment but also an award of damages for breach of contract and for unjust enrichment of no less than \$250,000. *Id.*, at 25-27, ¶¶ 1-5.

6. Despite Plaintiff's allegations, it is important that this court be aware that Part IV of the PPA subscribed by the parties, entitled Dispute Resolution, provides that "[t]he parties agree to make reasonable, good faith efforts to resolve all disputes informally in accordance with the Provider Complaint/Grievance procedures [...]," *see Exhibit A-1* (Provider Participation Agreement), at 6, IV Dispute Resolution (A), and that, "[i]n the event a dispute is not resolved per Section A above, it may be submitted to **mandatory, binding arbitration** by a single, impartial arbitrator selected by the American Arbitration Association within sixty (60) days of the last attempted resolution or other time frame as required by state law". *Id.*, at 6, IV Dispute Resolution (B) (emphasis added).

DIVERSITY JURISDICTION UNDER 28 U.S.C. § 1332(A)

7. This Honorable Court has jurisdiction over this matter under 28 U.S.C. § 1332(a), because there is complete diversity of citizenship between Plaintiff and Envolve, and the amount in controversy is in excess of \$75,000, exclusive of interest and costs.

8. Plaintiff alleges that it is a limited liability company organized and existing under Puerto Rico laws, with the principal office at 1607 Ave. Ponce de León, Suite GM 6 436, San Juan, PR, 00909. *See Exhibit A*, at 2, ¶ A.

9. Envolve, the only named defendant in the Action, is a company organized under the laws of Delaware duly authorized to do business in Puerto Rico as Total Vision, Inc., with its headquarters at 112 Zebulon Court, Rocky Mount, NC, 27804. *See Exhibit Q-3* (Corporation Information).

10. The members of Envolve's Board of Directors are residents and thus citizens of North Carolina and Missouri. *Id.*

11. Moreover, no member of the Board or Executive of Envolv is a resident of Puerto Rico.

12. Under 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** [...]”. (Emphasis added).

13. According to *Hertz Corporation v. Friend*, 559 U.S. 77 (2010), and its progeny, the proper test for determining a corporation’s principal place of business is what is commonly called the nerve center test. The principal place of business is best read as referring to the place where a corporation’s officers direct, control, and coordinate the corporation’s activities. *Id.*, at 80-81. In practice it should normally be the place where the corporation maintains its headquarters. *Id.*, at 81.

14. “Consistent with the neurological metaphor, ‘a corporate *brain* ... suggests a single location.’” *Bearbones, Inc. v. Peerless Indemnity Insurance Company*, 936 F.3d 12, 15 (1st Cir. 2019) (citing *Hertz*, 559 U.S. at 95). “Seen in this light, the test demands facts sufficient to ‘find the one location from which a corporation is ultimately controlled.’” *Bearbones, Inc.*, 936 F.3d at 15 (citing *Harrison v. Granite Bay Care, Inc.*, 811 F.3d 36, 40 (1st Cir. 2016)).

15. While various factors pre-*Hertz* may remain relevant for determining a corporation’s nerve center, the factors must bear on the principal inquiry of where the officers direct, control, and coordinate corporate activities. On that basis, the District Court of Columbia Circuit concluded that the following factors were irrelevant: where tax filings are made, where corporate records are kept, where in-person, strategic meetings are held, and where customers and vendors are located. *CostCommand, LLC v. WH Administrators, Inc.*, 820 F.3d 19, 24 (D.C. Cir. 2016).

16. It is hereby affirmed that Envolve’s principal place of business is North Carolina because that is where its corporate headquarters are located and where its officers direct, control, and coordinate its corporate activities. Moreover, there are no allegations to the contrary in the Complaint.

17. Because the Parties are citizens of different states and the amount in controversy exceeds \$75,000, removal of the Action to this Court is proper under 28 U.S.C. § 1441.

PROCEDURAL REQUIREMENTS FOR REMOVAL HAVE BEEN SATISFIED

18. Under 28 U.S.C. § 1446(b), “[e]ach defendant shall have 30 days after receipt by or service on that defendant of the initial pleading or summons ... to file the notice of removal.”

19. Plaintiff purportedly served Envolve on February 5, 2025. *See Exhibit Q-2* (Spanish version of the Service of Process). Removal is thus timely under 28 U.S.C. § 1446 (b)(2)(B).

20. 28 U.S.C. § 1446(a) requires the movant to submit “a copy of all process, pleadings, and orders served upon such defendant.”

21. In compliance with 28 U.S.C. § 1446(a) and Local Rule 5(c), Envolve will be soon filing a Motion for Leave to Supplement Notice of Removal with the certified translations into English of all documents in the Commonwealth Court docket that are not already in English. *See Exhibits A through DD.*

22. In addition, Envolve will promptly file an informative motion with the Commonwealth Court attaching this Notice of Removal, which constitutes the “written notice” contemplated by 28 U.S.C. §1446(d).

23. Venue is proper in this Court pursuant to 28 U.S.C. §1446 because the U.S. District Court for the District of Puerto Rico is the district court of the United States for the district within which the present action was originally filed.

24. In compliance with 28 U.S.C. §1446(c)(2) the Notice of Removal asserts that the amount in controversy exceeds the \$75,000 as required under 28 U.S.C. § 1332(a).

WHEREFORE, Envolve gives notice of removal and requests that this case proceed as an action properly removed to this Court under 28 U.S.C. §§1332, 1444, and 1446.

RESPECTFULLY SUBMITTED, in San Juan, Puerto Rico, on February 12, 2025.

WE HEREBY CERTIFY that on this same date we filed this document using the CM/ECF filing system, which will send a copy to all counsel of record, and will file a copy of this notice as an exhibit to its written notice to the removed Court using the Puerto Rico SUMAC filing system, which will send a copy to all counsel of record in that case, including Plaintiff's counsel.

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