FICTIONAL SAMPLE · DRAFTED BY FREE DEMAND WRITER FROM A MADE-UP CASE FILE · NOT LEGAL ADVICE

PLEASE VERIFY BEFORE SENDING

Unverified AI draft. Every fact must be checked against the records before use. It is not legal advice. Fill in every [ADD: …] placeholder, set the demand amount, confirm anything marked [VERIFY], and delete this box before sending.

- Network status and law: The EOB lists Lindenmoor as out of network but says the claim was processed at in-network cost sharing (remark E1). A hospital representative reportedly told the client the hospital is out of network and he owes the balance. Check whether federal surprise-billing protections apply and the New Jersey balance-billing rules. Both are marked [VERIFY], and no section numbers are cited.
- Collections rule: The New Jersey rule on medical debt collection during a dispute is marked [VERIFY]. Confirm before sending.
- Totals: The charge total ($12,254.00), insurance payment ($4,893.60), patient payment ($350.00) and balance ($7,010.40) are copied as read from the bill and EOB. Check them against the originals.
- Ondansetron (line 7): The bill shows 3 units at $198.00. The medication record shows one 4 mg dose, and the EOB allowed 1 unit. The letter states no corrected dollar amount for this line. Confirm what the hospital should bill.
- EOB cost sharing: The EOB shows $200.00 coinsurance on line 3. This is not obviously 20% of the allowed amount of $1,742.00. The letter relies on the EOB's stated $350.00 total, which the client paid. Consider confirming with Meridale.
- Client-sourced facts: The dispute contacts (October 20, November 10, December 8, January 15 and 16, February 2), the "Denise" call and the ambulance/closest-hospital statement come only from the client's notes. The file has no copy of the November 10 letter, the certified-mail receipt, the January 16 letter to Garnet, or the credit report entry. Obtain and confirm these before relying on them.
- Garnet's role: The sources do not say whether Garnet holds the account as Lindenmoor's agent or bought it. The "recall" demand assumes Lindenmoor can direct Garnet. Confirm.
- Relief sought: The firm notes seek a corrected bill and recall of the collection account, with no refund. Per the instructions, the demand amount is a placeholder. Delete it if no monetary relief is sought.
- Missing details: Recipient name, ZIP code, letter date, delivery method, firm address and contact details, and the response deadline are placeholders.

Castellano Weiss LLP
[ADD: firm street address]

[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

[ADD: recipient name]
Patient Financial Services
Lindenmoor Regional Medical Center
900 Ferry Landing Road
Westcliff Township, New Jersey [ADD: ZIP]

Re: Billing Error and Balance Billing Dispute, Albert Ferrante, Account ending 30418, Date of Service August 9, 2025, Insurer Claim ending 7731

Dear [ADD: recipient name]:

Introduction

We represent Albert Ferrante regarding the bill from Lindenmoor Regional Medical Center for emergency outpatient services on August 9, 2025, account ending 30418 [itemized_hospital_bill.pdf p.1]. The hospital's statement dated October 14, 2025 claims a balance of $7,010.40 from Mr. Ferrante [itemized_hospital_bill.pdf p.1]. That balance includes a duplicate charge and a medication charge that does not match the medical record. It also exceeds the patient share set by Mr. Ferrante's health plan. This letter asks the hospital to correct the account and to recall it from collection.

The services and coverage

Mr. Ferrante received emergency department services at Lindenmoor on August 9, 2025, and was discharged at 3:10 a.m. on August 10, 2025 [itemized_hospital_bill.pdf p.1]. The statement lists his primary insurance as Meridale Health Plan [itemized_hospital_bill.pdf p.1]. Mr. Ferrante reports that an ambulance took him to the closest hospital and that he did not choose Lindenmoor [collection_letter_and_dispute_notes.pdf p.1].

Meridale's Explanation of Benefits, processed September 16, 2025, lists Lindenmoor as out of network [explanation_of_benefits.pdf p.1]. The EOB nonetheless states that the emergency services "were processed at your in-network cost sharing," that Mr. Ferrante's share is the amount in the "You owe" column, and that "[t]he provider should not bill you more than this amount for these services" [explanation_of_benefits.pdf p.1]. Meridale allowed $5,243.60 and paid $4,893.60. It assigned Mr. Ferrante a total share of $350.00, made up of a $150.00 copay and $200.00 coinsurance [explanation_of_benefits.pdf p.1]. The plan's 2025 Summary of Benefits provides for a $150 copay, then 20% coinsurance after deductible, for emergency room care in network and out of network [explanation_of_benefits.pdf p.1].

The hospital's own statement shows an insurance payment of $4,893.60 on September 18, 2025 and a patient payment of $350.00 on September 22, 2025 [itemized_hospital_bill.pdf p.1].

The billing errors

The statement bills the full charges of $12,254.00 and then subtracts only the insurance payment and Mr. Ferrante's payment, leaving $7,010.40 [itemized_hospital_bill.pdf p.1]. The errors are as follows.

Date of service	Charge or code	Billed	Patient share per EOB	The error	Source
August 9, 2025	Line 4, code 3500124, CT abdomen and pelvis without contrast	$3,245.00	$0.00	Duplicate of line 3. The clinical record shows one CT performed at 11:42 p.m. Meridale denied line 4 as a duplicate (remark D4), yet it remains in the balance.	[itemized_hospital_bill.pdf p.1]; [explanation_of_benefits.pdf p.1]
August 9, 2025	Line 7, code 2500415, ondansetron injection, 3 units	$198.00	$0.00	The medication record shows ondansetron 4 mg IV, one dose at 11:05 p.m., and no further doses. Meridale allowed 1 unit based on the medical record (remark U2).	[itemized_hospital_bill.pdf p.1]; [explanation_of_benefits.pdf p.1]
August 9, 2025	Lines 1-8, total charges	$12,254.00	$350.00	The account claims $7,010.40 from the patient. The EOB sets his share at $350.00, which he paid on September 22, 2025, and states the provider should not bill more.	[itemized_hospital_bill.pdf p.1]; [explanation_of_benefits.pdf p.1]

Total (as read from the bills): charges $12,254.00; insurance payment $4,893.60; patient payment $350.00; balance claimed $7,010.40.

Legal basis

The plan's cost-sharing determination, as stated in the EOB, sets what Mr. Ferrante owes for these emergency services. Federal surprise-billing protections may also limit balance billing for emergency care provided by an out-of-network facility: [VERIFY: whether federal surprise-billing protections apply]. New Jersey law may impose further limits on balance billing: [VERIFY: New Jersey balance-billing rules]. Whatever the hospital's network status, the EOB directs that Mr. Ferrante's responsibility is $350.00, and he has paid it in full.

Collections and credit reporting

Mr. Ferrante has raised these errors with the hospital repeatedly. According to his notes, he called Lindenmoor billing on October 20, 2025 and explained that insurance paid as in network, that he had paid his $350.00, and that the CT was billed twice [collection_letter_and_dispute_notes.pdf p.1]. On November 10, 2025 he mailed a written dispute with a copy of the EOB to Patient Financial Services by certified mail, and the return receipt was signed November 13, 2025 [collection_letter_and_dispute_notes.pdf p.1]. He received a statement on December 8, 2025 showing the same $7,010.40 and no answer to his letter [collection_letter_and_dispute_notes.pdf p.1].

The account was then placed with Garnet Recovery Services Inc., which sent a collection letter dated January 12, 2026 for $7,010.40 on the account ending 30418 [collection_letter_and_dispute_notes.pdf p.1]. Mr. Ferrante disputed the debt with Garnet by phone on January 15, 2026 and in writing on January 16, 2026 [collection_letter_and_dispute_notes.pdf p.1]. He reports that his credit monitoring service shows a new collection entry from Garnet for $7,010.40, reported January 28, 2026 [collection_letter_and_dispute_notes.pdf p.1].

The amount in collection includes charges that were denied or are unsupported by the medical record, and an amount the EOB says the patient does not owe. We ask that the hospital stop all collection activity and credit reporting on this account while the dispute is open: [VERIFY: New Jersey rule on medical debt collection during a dispute].

Demand

On behalf of Mr. Ferrante, we demand that Lindenmoor, by [ADD: response deadline]:

- Issue a corrected itemized statement for the August 9, 2025 services that removes the duplicate CT charge (line 4) and corrects the ondansetron charge (line 7) to match the medication record.
- Adjust the account so that Mr. Ferrante's responsibility is limited to the $350.00 patient share shown on the Meridale EOB, which he paid on September 22, 2025, leaving no balance due from him.
- Refund any amount Mr. Ferrante has paid beyond the $350.00 shown in the hospital's records, if any.
- Recall the account from Garnet Recovery Services Inc., instruct Garnet in writing to cease collection, and request deletion of the Garnet tradeline from every consumer reporting agency to which it was reported.
- Confirm all of the above to this office in writing.
- [ADD: demand amount, if further relief is sought]

Mr. Ferrante reserves all rights and remedies. Nothing in this letter waives any claim or defense. Please direct all communications about this matter to our office rather than to Mr. Ferrante.

Sincerely,

Daniel P. Castellano
Castellano Weiss LLP