

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.:

NEUROSURGICAL CONSULTANTS OF
SOUTH FLORIDA, L.L.C., a Florida limited
liability company,

Plaintiff,

vs.

CIGNA HEALTH AND LIFE INSURANCE
COMPANY, a foreign corporation,

Defendant.

COMPLAINT

Plaintiff, NEUROSURGICAL CONSULTANTS OF SOUTH FLORIDA, L.L.C. (“**Plaintiff**”), a Florida limited liability company, sues Defendant, CIGNA HEALTH AND LIFE INSURANCE COMPANY (“**Defendant**” or “**Cigna**”), a foreign corporation, and alleges as follows:

Nature of Action

1. This action arises out of Defendant’s failure to reimburse, or reimburse at an unreasonably low rate, Plaintiff for medical services Plaintiff provided to a patients, L.M., Z.O., K.S., H.S. T.S., and G.S. (collectively, the “**Patients**”), covered under health insurance policies issued, insured, operated, and/or administered by Defendant.

2. Plaintiff provided medically necessary services to the Patient consisting of emergency and non-emergency care and surgical management on a variety of neurological

conditions of the brain and spine (the “**Services**”), as more specifically set forth in **Exhibit “A”** attached and incorporated herein.

3. Plaintiff performed the Services with the understanding and expectation that Defendant would reimburse it at rates equal to the fair market or reasonable value of the Services pursuant to the requirements of Florida law.

4. For the claims at issue in this action, Plaintiff was a non-participating provider with Defendant and, as a result, did not agree to accept discounted rates from Defendant for the Services and did not agree to be bound by Defendant’s reimbursement policies or rate schedules.

5. Nevertheless, Defendant has not paid Plaintiff the fair market or reasonable value of its services.

6. The impact of Defendant’s nonpayment on the claims at issue is considerable and has left a balance due from Defendant exceeding the minimum jurisdictional limits of this Court.

Parties

7. Plaintiff is a Florida professional limited liability company with its principal place of business located in Palm Beach County, Florida.

8. Upon information and belief, the Patients are resident of the state of Florida.

9. Defendant is a foreign for-profit corporation registered to do business in the state of Florida. At all material times, Defendant was a health insurer and/or health claims administrator actively engaged in the transaction of health insurance servicing in the state of, including in Palm Beach County, Florida.

Jurisdiction and Venue

10. The amount in controversy exceeds the sum of \$75,000.00, exclusive of interest, costs, and attorneys’ fees.

11. Defendant operates, conducts, engages in, and carries on business in the state of Florida and has offices and agencies throughout the state of Florida.

12. Venue is proper in Palm Beach County, Florida, because the Plaintiff provided the medical services at issue to the Patients in Palm Beach County and because the payments to Plaintiff for the Services were due in Palm Beach County, Florida.

Facts

13. Plaintiff, through its physicians, provides medical services, including conservative care and surgical management on a variety of neurological conditions of the brain and spine to patients in Palm Beach County, Florida.

14. Plaintiff's physicians are licensed medical doctors practicing in the State of Florida.

15. Plaintiff's physicians specialize in newest techniques for the treatment of neurological conditions of the brain and spine.

16. Furthermore, Plaintiff's physicians are bound by their professional ethics and the medical standard of care to not only render emergency treatment, but also provide continuity of care in the interest of the patient.

17. In exchange for premiums, fees, and/or other forms of compensation, Defendant agrees to administer claims and provide reimbursement for healthcare services rendered to members of its health insurance policies.

18. At all material times, the Patients were each members of health insurance policies issued, insured, and administered by Defendant, which policies provided coverage for services received by Patient and provided in the State of Florida (the "**Policies**").

Patient L.M.

19. On or about August 31, 2020, Ronald L. Young, M.D., with the assistance of Martin Greenberg, M.D., both employed by Plaintiff, performed medically necessary services on L.M.

20. As such, Plaintiff submitted a Health Insurance Claim to Cigna for the charges totaling eighty thousand dollars (\$80,000.00) for Dr. Young's services and eighty thousand dollars (\$80,000.00) for Greenberg's services, but Cigna denied coverage, claiming the services were experimental.

Patient Z.O.

21. On or about April 17, 2020, Z.O. was admitted to Delray Medical Center on an emergency basis, and was seen by Dr. Young, who is employed by Plaintiff.

22. A CT of the patient's brain showed a large right temporal intracerebral hemorrhage adjacent to the sylvian fissure. Accordingly, Dr. Young determined that the patient needed an emergency surgery.

23. On April 18, 2020, prior to the surgery, an MRI of the patient's brain also showed a possible aneurysm and cerebral angiogram.

24. On the same day, Dr. Young performed the emergency surgery, including craniectomy evacuation of the hematoma and stereotaxis procedures on the skull.

25. Based on the foregoing, Plaintiff submitted a Health Insurance Claim to Cigna for the charges totaling forty-five thousand dollars (\$45,000.00). However, Cigna only paid Plaintiff seven thousand six hundred nineteen dollars and ninety-five cents (\$7,619.95) for the claim.

Patient K.S.

26. On or about December 20, 2020, K.S. was admitted to Delray Medical center on an emergency basis after sustaining a fall.

27. A CT of K.S.'s brain showed a large right sided holohemispheric extra-axial hemorrhage, probably subdural blood measuring maximal width of 2.8 cm, along with associated mass effect upon the right parietal lobe near the vertex in the right frontal lobe and an effacement of the frontal horn of the right lateral ventricle.

28. On or about December 23, 2020, Lloyd Zucker, M.D., who is employed by Plaintiff, performed a right craniotomy for subdural hematoma on K.S. on an emergency basis.

29. Based on the foregoing, Plaintiff submitted a Health Insurance Claim to Cigna for the charges thirty thousand dollars (\$30,000.00). However, Cigna only paid Plaintiff six thousand dollars (\$6,000.00) for the claim.

Patient H.S.

30. On or about December 23, 2020, Plaintiff performed medically necessary services on H.S.

31. Accordingly, Plaintiff submitted a Health Insurance Claim to Cigna for the charges totaling fifty thousand dollars (\$50,000.00). However, Cigna denied the claim and has failed or refused to pay any portion thereof.

Patient T.S.

32. On or about November 4, 2020, Plaintiff sought Cigna's authorization to perform posterior lumbar spinal fusion and laminectomy on T.S., along with related services.

33. On November 12, 2020 Cigna denied Authorization No. IP0679713385, noting that lumbar fusion was considered not medically necessary when performed for the treatment of spinal stenosis *in the absence of spinal instability*.

34. However, Cigna issued Authorization No. OP0685276798 for CPT 63047 (removal of spinal lamina – lumbar) and advised Plaintiff that if, while in the operating room, the surgeon

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