

# EXHIBIT A

**Lawall & Mitchell, LLC**  
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PREMIER ORTHOPAEDIC ASSOCIATES	:
OF SOUTHERN NJ, LLC,	: SUPERIOR COURT OF NEW JERSEY
	: LAW DIVISION: CUMBERLAND COUNTY
	:
Plaintiff,	: DOCKET NO.:
	:
vs.	: <u>CIVIL ACTION</u>
	:
ANTHEM BLUE CROSS BLUE SHIELD,	: <b><u>COMPLAINT, JURY DEMAND AND</u></b>
JOHN DOES 1-10, JANE DOES 1-10, AND	: <b><u>DESIGNATION OF TRIAL COUNSEL</u></b>
ABC CORPORATIONS 1-10,	:
	:
Defendants.	:
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Plaintiff Premier Orthopaedic Associates of Southern NJ, LLC, by and through its attorneys, Lawall and Mitchell, LLC and as and for its Complaint against Defendants Anthem Blue Cross Blue Shield, John Does 1-10, Jane Does 1-10, and ABC Corporations 1-10, says:

**THE PARTIES**

1. Plaintiff Premier Orthopaedic Associates of Southern NJ, LLC (hereinafter referred to as "Premier Orthopaedic "and "Plaintiff") with a business address of 352 South Delsea Drive, City of Vineland, County of Cumberland, and State of New Jersey, is now and was at all times relevant to this action, a company organized and operating under the Law of the State of New Jersey, providing healthcare services.

2. Upon information and belief, at all relevant times, Defendant Anthem Blue Cross Blue Shield (hereinafter referred to as "BCBS") was a corporation whose headquarters are located at 200 Virginia Avenue, Indianapolis, Indiana, which conducted and continues to conduct significant business in the State of New Jersey.

3. At all times relevant, upon information and belief, fictitious Defendants John Does 1-10, Jane Does 1-10 and ABC Corporations 1 through 10, are yet to be identified entities who directly and proximately caused damages to Plaintiff.

### **JURISDICTION AND VENUE**

4. Plaintiff's office is located in Cumberland County, New Jersey, and all medical services which are the subject matter of this action were rendered in Cumberland County, New Jersey.

5. Patient, "MV" herein identified only by BCBS Identification Number TQSAN6271121 (hereinafter referred to as the "Patient") received medical benefits through defendant BCBS.

6. At all relevant times, the Patient lived in Salem County, New Jersey.

7. Plaintiff is proceeding on its own individual claims concerning medical services provided to the Patient.

8. This matter is properly venued in State Court. None of Plaintiff's claims, as detailed infra, are governed by federal law, including the Employee Retirement Income Security Act ("ERISA"). See, Pascack Valley Hosp. v. Local 464A UFCW Welfare Reimbursement Plan, 388 F. 3d 393, 403-4 (3d Cir. 2004). (medical provider's claims not preempted by ERISA where (1) the medical provider's claims arose from a contract independent of the ERISA plan; (2) the patients were not parties to the contract between the provider and insurer; and (3) the dispute was limited to the amount of the payment, not the right to be paid.)

9. The amount in controversy is at least \$301,344.00.

10. For all the reasons stated above, this Court has jurisdiction over this matter and, further, it is the proper venue for this matter to be heard.

### **FACTUAL BACKGROUND**

11. This dispute arises out of the Defendants' refusal to pay Plaintiff the money to which Plaintiff is entitled for providing necessary medical services to the Patient.

12. At all relevant times, Plaintiff was a non-participating or out-of-network provider that rendered medically necessary services to the Patient.

13. On July 11, 2016, the Patient presented to Inspira Medical Center (hereinafter referred to as "IMC"), where Dr. Rahul Shah (hereinafter "Dr. Shah") performed medically necessary services, including: aborted cervical decompression and fusion, c5-c6, c6-c7, partial corpectomy c5-c6, c6-c7; SSEP, EMG intraoperative fluoroscopy; application of local bone, aborted; application of instrumentation 3 levels, aborted; and partial corpectomy c5, c6, and c7 aborted.

14. Dr. Shah is a Board-Certified orthopaedic surgeon who is employed and/or contracted by the Plaintiff.

15. Plaintiff, as part of its normal business practice, obtained authorization for the medically necessary treatment of the Patient. This authorization is also applicable to all physicians, including Dr. Shah, who is employed and/or contracted by the Plaintiff.

16. Specifically, a representative of Defendant approved (pre-certification number 0243250657) the services to be performed by Plaintiff.

17. Primary surgery, on July 11, 2016 was performed by Dr. Shah.

18. Dr. Shah was assisted by Cristian Brenner, PA, who is employed and/or contracted by Plaintiff.

19. Plaintiff billed Defendant BCBS for the primary surgeon charges a total of \$150,672.00

20. Plaintiff billed Defendant BCBS for the assistant charges a total of \$150,672.00.

21. The total billed charges of \$301,344.00 for this medically necessary treatment represents normal and reasonable charges for the complex procedures performed by a Board-Certified Orthopaedic Surgeon, practicing in New Jersey, with an assistant.

22. Defendants paid nothing towards these reasonable charges, leaving a balance due on this bill of approximately \$301,344.00.

23. While Defendants were aware that Plaintiff was an out-of-network provider, Defendants never disclosed that it did not intend to pay the fair and reasonable value for said services. To the contrary, by issuing an authorization number for the services, Defendants accepted and approved the medically necessary services provided by Plaintiff, with the explicit knowledge that Defendants never intended to pay the amounts they were obligated to pay.

**FIRST COUNT**  
**(Breach of Contract)**

24. Plaintiff repeats, reiterates and re-alleges each and every allegation set forth in paragraphs "1" through "23" of this Complaint with the same force and effect as if fully set forth herein at length.

25. Plaintiff hereby alleges that an implied in-fact contract has been created through Defendants' course of conduct and interaction with Plaintiff (hereinafter, the "Contract").

26. By authorizing the surgery, Defendants agreed to pay the fair and reasonable rates for the medical services provided by Plaintiff and Plaintiff performed said services based upon those terms.

27. This implied Contract indicated that Plaintiff would be paid by Defendants a fair and reasonable amount for the highly-skilled services provided by the Plaintiff.

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