

**IN THE SUPERIOR COURT OF WHITE COUNTY
STATE OF GEORGIA**

ALLIANCEMED, LLC.; Surgery Center of BJI, LLC; ENTI Surgery Center, LLC; ENTI Anesthesia, LLC; Urological Clinic of Valdosta Ambulatory Surgical Center, LLC; Savannah F&A ASC, LLC.; Institute for Corrective Surgery of the Foot and Ankle, Inc.; Westside Surgery Center, LLC; Surgical Centers of Georgia, P.C.; Roswell Center for the Foot and Ankle Surgery, LLC.; Ambulatory Foot and Leg Surgical Center, LLC; and East Cobb Podiatry Surgery Center, LLC.

Plaintiffs,

Civil Action No: 2015-CV-0320-RG

vs.

Blue Cross and Blue Shield of Georgia, Inc.; Blue Cross Blue Shield Healthcare Plan of Georgia, Inc.; and Anthem, Inc. (formerly, also known as, and successor in interest to, WellPoint, Inc.).

Defendants.

COMPLAINT

Comes Now, the Plaintiffs, Surgery Center of BJI, LLC.; ENTI Surgery Center, LLC.; ENTI Anesthesia, LLC.; Urological Clinic of Valdosta Ambulatory Surgical Center, LLC.; Savannah F&A ASC, LLC.; Institute for Corrective Surgery of the Foot and Ankle, Inc., Westside Surgery Center, LLC.; Surgical Centers of Georgia, P.C.; Roswell Center for the Foot and Ankle Surgery, LLC.; Ambulatory Foot and Leg Surgical Center, LLC.; East Cobb Podiatry Surgery Center, LLC.; and ALLIANCEMED, LLC., by and through their attorney, John Oxendine, for their Complaint against Defendants, Blue Cross and Blue Shield of Georgia, Inc., Blue Cross Blue Shield Healthcare Plan of Georgia, Inc., and Anthem, Inc., and allege as follows:

THE PARTIES

1. At all relevant times, Plaintiff, Surgery Center of BJI, LLC, was a citizen of the United States and of the state of Georgia residing at 112 Professional Court, Jessup, GA 31545.
2. At all relevant times, Plaintiff, Surgery Center of BJI, LLC, was duly licensed and provided health care services within the state of Georgia.
3. At all relevant times, Plaintiff, Surgery Center of BJI, LLC, provided healthcare services to plan participants, and/or beneficiaries thereof, the defendants as an out-of-network provider.
4. At all relevant times, Plaintiff, Surgery Center of BJI, LLC, received a written assignment from, and was an Assignee of the accident and sickness, medical, and/or healthcare benefits by the following individuals:

Lester H	20150710010100
Warn C	20150500306400600
Warn C	20150560402500600
Reba C	2014314QA4211
Olivia C	20143530317302600
Ondra L	2015013673246
James B	2014287LM3785
Joe H	20143120023300600
Stacey O	20150440378900600
Lois H	20150560402700600
Patricia O	20150470335700600
Ronicea R	20143370370700600
Ben A	20150700464000600
Jeanette S	20150690550600600
Thomas M	BJI-000052
Marie B	20150210236200600
Christopher D	20143240286400600
Margaret F	20150770350000600
Quiana L	20142890376500600
Maxine B	BJI-000118
Brennan F	20150700395500600
Carol K	20150570345400600
Raymond R	20143580462900600
Timothy G	20143240280100600
Misty W	BJI-000046
Wendy K	20143650430700600
Wendy K	20150260299400600
Mia P	2015002LQ0001
Marilyn J	2015002LQ0036

Janet P	2015010LM0548
Lorne S	BJI-000027
Gary C	2015014LQ0154
Kathy R	2014357LQ0706
Samuel D	2015006LQ0217
Gregory T	2015002LQ0036
Stanford R	2014296LM2906
Robert S	BJI-000068
Spencer M	2015035LQ0063
Richard T	2014311LM0319
Doris J	15030D009393
David K	2014250LQ0235
David K	BJI-000036
Phillip M	BJI-000067
Verna R	2014311LM0005
Emma T	15010D029613IQ
Billie W	14357D017996UA
Bethanie M	14342D023305UA
Aaron M	BJI000216
Alexis O	BJI000218
Anderson M	2015121LM1786
Andy C	BJI000196
Angela D	2015121LM1965
Arlin J	BJI000214
Asher K	2015121LM1745
Belinda D	2015098LM0247
Ben A	20150560404800600
Carla F	151061D049229IA
Carol K	00005080623E9300H
Charles M	BJI000225
Christy B	2015121LM1741
Cindy R	2015121LM1743
Cory O	20429398348
Cory O	15168D006061
David S	2015092LQ0509
Dean B	2015098LM0005
Dell L	2015121LM1738
Donald C	201515139672926
Faye B	2015084LM0988
Faye B	201515098LQ0455
Fisher G	BJI000181
Freda L	5D07C187B
George D	20151240273700600
Jackson C	2015157LM0002
James M	20151340320100600
James M	BJI000161

James P	2015096673529
Jarrett M	2015041LQ0021
Jasper H	15164D500130
Jeffrey L	20151420232000600
Jennifer H	20033939482
John L	15058BU4850
John L	BJI000198
Jose M	15125D010346IA
Julie G	BJI000203
Justin T	2015096673536
Kim V	2015125LM0070
Lance H	BJI000199
Leighanne H	15068D044118XA
Linda W	2015139672945
Lori S	BJI000211
Lorraine D	BJI000168
Maxine B	15077D024889
Megan R	BJI000221
Mitchell H	2015084LM1003
Paris B	BJI000222
Rickey M	15121D034880
Robert B	20151140265500600
Robert B	20151380211600600
Robert D	15127D022130IA
Ronnie L	2015068LQ0071
Sharon P	201515091BQ2745
Shelby B	BJI000152
Sherri B	2015068LQ0068
Sherri B	15177D022384
Skyer Y	BJI000153
Steve S	00005080623E9430H
Tammy C	20150940020500600
Tammy C	20151710013200600
Tammy C	20151200309300600
Theresa T	BJI000215
Vanessa H	15108D016375IQ
Weslee S	2015121LM0384

Please note that for privacy reasons the above individuals are only identified by their first name and the first letter of their second name. To help with and avoid any confusion with proper identification on the part of the Defendants, the claim number for that individual is also listed.

5. Plaintiff, Surgery Center of BJI, LLC, is bringing this Complaint both in its individual capacity as a healthcare provider and as an Assignee of and on behalf of the individuals identified in the previous paragraph.

6. At all relevant times, Plaintiff, ENTI Surgery Center, LLC, was a citizen of the United States and of the state of Georgia residing at 1595 Highway 34 E, Newnan, GA 30265.

7. At all relevant times, Plaintiff, ENTI Surgery Center, LLC, was duly licensed and provided health care services within the state of Georgia.

8. At all relevant times, Plaintiff, ENTI Surgery Center, LLC, provided healthcare services to plan participants, and/or beneficiaries thereof, the defendants as an out-of-network provider.

9. At all relevant times, Plaintiff, ENTI Surgery Center LLC, received a written assignment from, and was an Assignee of the accident and sickness, medical, and/or healthcare benefits by the following individuals:

Tae K	20143570039300
Allisia D	20142650349900
Nora H	20142650350000
Taylor C	26150564162500
Gerald M	20143570038700
Alissa K	20143120015100
William W	20150240177300
Ron S	20143260229400
Bryce B	20142680270900
Elijah P	20150430378500
Ellee S	ENT-000086
Lois T	ENT-000053
Chapman H	ENT-0001000
Sentria R	H00642105800
Alexis S	20150430369800
Ellen B	20143570037800
Dennis W	5045
Laura L	ENT-000090
Joseph M	ENT-000067
Jonathan R	20150020516900
Kaitlyn R	20150160315900
Ethan B	ENT-000098
Joyce L	2014308LM1859
Rebecca C	2014308LM1488
Marna M	ENT-000081
Melissa S	2014347LM2624
Shirley H	2014275730033
Thomas B	201509LQ0396
Alvin G	ENT-000028

Zekaria N	2014325LM0830
Andrew S	20142560018500
Abigail M	2014337LQ0010
Genell R	2015014671958
Amelia H	2014361670678
Holly S	ENT-000077
Brian B	14347D019303IA
Aaron G	ENT-000240
Adrian M	2015161670658
Alyssa M	20151130344901
Amber R	ENT-000326-1
Amelia P	201510630130003000000000
Amelie T	15115LM1512
Anne T	ENT-000318-1
April S	15121D037984
Asher W	20150820335700
Bailey D	20150550342500
Brian R	15152LM1143
Bryson A	ENT-000236-1
Cameron S	ENT-000261
Camille M	ENT-000295-1
Charles S	ENT-000327-1
Chris W	15027D500433
Christella D	ENT-000310-1
Claudia G	ENT-000331-1
Cody D	ENT-000290
Colby M	ENT-000298-1
Colin R	ENT000193
Daniel A	2015121LM1794
David M	ENT-000305-1
David S	20150610123600
Emily S	20151110088700
Ethan B	20150750397800
Gabriel P	2015079D019284IA
Gabriella G	20151240274100
Gianna M	2015135LM0501
Grace M	20150750398500
Harper M	2015121LM1719
Harrison B	15125D007011
Henry H	ENT-000317-1
Hudson S	20151240254400
Jack G	2015121LM1696
Jacob P	2015103LQ0399
Jakobe B	ENT-000322-1
Janice M	2015121LM1714

Jennifer J	ENT0000186
Justin S	20151240274400
Justin T	201560316500
Katharine F	15119670160
Kerry R	2015135LM0257
Knox W	ENT-000282-1
Ladon B	2015121LM1720
Landon H	2015080670886
Lisa H	20151240272500
Luke L	2015121LM1699
Malia B	ENT-000324-1
Marie D	ENT-000325-1
Mckenna P	2015115671177
Megan N	ENT000110
Melissa H	ENT-000301-1
Michael A	ENT-000338-1
Nichal J	ENT-000243
Norah M	20150340360600
Rebecca D	2015103LQ0953
Rebecca R	ENT0000203
Rocio M	ENT000251
Ruby B	20151420211700
Sarah B	20150340350400
Sheila K	ENT-000293-1
Sherien K	151490538000
Shileigh P	2015145670368
Tamekia G	20150650308800
Viola A	ENT-000283-1
Wyatt B	2015121LM2103
Zachary S	15125LM0093

Please note that for privacy reasons the above individuals are only identified by their first name and the first letter of their second name. To help with and avoid any confusion with proper identification on the part of the Defendants, the claim number for that individual is also listed.

10. Plaintiff, ENTI Surgery Center LLC, is bringing this Complaint both in its individual capacity as a healthcare provider and as an Assignee of and on behalf of the individuals identified in the previous paragraph.

11. At all relevant times, Plaintiff, ENTI Anesthesia, LLC, was a citizen of the United States and of the state of Georgia residing at 1595 Highway 34 E; Newnan, GA 30265.

12. At all relevant times, Plaintiff, ENTI Anesthesia, LLC, was duly licensed and provided health care services within the state of Georgia.

13. At all relevant times, Plaintiff, ENTI Anesthesia, LLC, provided healthcare services to plan participants, and/or beneficiaries thereof, the defendants as an out-of-network provider.

14. At all relevant times, Plaintiff, ENTI Anesthesia, LLC, received a written assignment from, and was an Assignee of the accident and sickness, medical, and/or healthcare benefits by the following individuals:

Tae K	26143113719800
Allisiah D	26142763736900
Nora H	26142953897500
Taylor C	26150564162500
Gerald M	26150553634500
Alissa K	26143120032600
William W	26150680086800
Ron S	142635533400
Bryce B	20142970315600
Elijah P	31711B
Ellee S	26150521027000
Lois T	26150473112700
Chapman H	26150563811700
Sentria R	26142903493000
Alexis S	31707B
Ellen B	26143570065100
Laura R	26150381089600
Joseph M	26150653750300
Jonathan R	26143293841000
Kaitlyn R	26143261162800
Ethan B	31738B
Mason C	31643B
Joyce L	2014274672664
Rebecca C	2014273LM0691
Marna M	31476B
Melissa S	ENT000045
Shirley H	2014212LM0174
Thomas B	2015009LQ0396
Alvin G	2014312LQ0138
Rose R	31417B
Zekaria N	2014235LM1757
Andrew S	2014318758600
Abigail M	2014297LQ0257
Genell R	31705B
Amelia H	2014347LM0116
Holly S	2015008672708
Brian B	14347D019739PA

Aaron G	26151343598900
Adrian M	39190A
Alyssa M	34887A
Amber R	41000A
Amelia P	34462A
Anne T	40279A
April S	31965A
Asher W	26151213530400
Bailey D	26151623296400
Brian R	36039A
Bryson A	2015100672037
Cameron S	35024A
Camille M	38573A
Charles S	41008A
Chris W	15121D500478
Christella D	39591A
Claudia G	41113A
Cody D	2015155670769
Colby M	39200A
Daniel A	2015121LM2376
David M	A13203
David S	32091A
Emily S	26151143171000
Ethan B	26150773269400
Gabriel P	33193B
Gabriella G	26150754073300
Gianna M	15136670707
Grace M	26151244103800
Harper M	33663A
Harrison B	26151494472000
Henry H	39596A
Hudson S	20151240254400
Jack G	2015062673349
Jacob P	15103LQ0289
Jakobe B	40289A
Janice M	2015061673478
Jennifer J	26151244163000
Justin S	32577B
Justin T	32218A
Katharine F	2015110LQ0112
Kerry R	35883A
Knox W	15139672946
Landon B	2015080670893
Landon H	15114671771
Lisa H	26151244163500

Luke L	2015121LM2414
Malia B	39940A
Mckenna P	2015121672321
Megan N	26150582977900
Melissa H	39222A
Nichal J	26151123176900
Norah M	26150343628800
Rebecca D	2015103LQ0290
Rebecca R	26151244204800
Rocio M	34902A
Ruby B	26150724131600
Sarah B	26150583057100
Sheila K	38604A
Sherien K	26151623310300
Shileigh P	2015136259252
Tamkekia G	15121D040123
Viola A	35989A
Wyatt B	2015078672285
Zachary S	2015111674334

Please note that for privacy reasons the above individuals are only identified by their first name and the first letter of their second name. To help with and avoid any confusion with proper identification on the part of the Defendants, the claim number for that individual is also listed.

15. Plaintiff, ENTI Anesthesia LLC, is bringing this Complaint both in its individual capacity as a healthcare provider and as an Assignee of and on behalf of the individuals identified in the previous paragraph.

16. At all relevant times, Plaintiff, Urological Clinic of Valdosta Ambulatory Surgical Center, LLC, was a citizen of the United States and of the state of Georgia residing at 3294 N. Oak St. Ext.; Valdosta, GA 31605.

17. At all relevant times, Plaintiff, Urological Clinic of Valdosta Ambulatory Surgical Center, LLC, was duly licensed and provided health care services within the state of Georgia.

18. At all relevant times, Plaintiff, Urological Clinic of Valdosta Ambulatory Surgical Center, LLC, provided healthcare services to plan participants, and/or beneficiaries thereof, the defendants as an out-of-network provider.

19. At all relevant times, Plaintiff, Urological Clinic of Valdosta Ambulatory Surgical Center, LLC, received a written assignment from, and was an Assignee of the accident and sickness, medical, and/or healthcare benefits by the following individuals:

William H	2015012672532
Terri S	2015012672536
Christine S	URO-000029
Alan H	URO-000012
Alan H	URO-000006
Alan H	20143400205500600
Mario J	2015012672458
Mervin R	20150470336100600
Melissa L	20150580255400600
Jimmy P	URO-000034
John W	2015012672514
Tamika E	2015012672237
Tamika E	2014323671303
John W	URO000017
Raymond C	2015012672445
Terry C	URO-000025
Mechelle G	2014356LQ0103
Chad J	2015012672522
Brian C	2015012672489
Nicolas P	URO-000023
Nicolas P	URO-000010
John H	URO-000026
Katie H	URO-000035
Cecilia F	2015012672074
Pauline C	14342D026948IA
Anita C	URO-000117
Babacar M	URO-000118-1
Brenda A	20151700364700600
Brenda A	URO-000134-1
Brenda W	URO-000103-1
Brett V	URO000066
Carlton P	2015090LO0018
Charles R	20151240259600600
Charles R	20151070252500600
Charles R	20150910330800600
Charles R	15141D027393
Charles R	20151240275300600
Chris S	URO000094

Christopher W	350-125299500
Corey M	15121LM1725
Corey M	2015121lm1712
David C	20150990315700600
David C	URO-000123-1
Deborah M	5D25E025B0000
Donald C	URO000113
Heather M	15141LQ0503
Heather M	15142D012996
Hurram B	URO-000132-1
James S	15141LQ0513
James S	201515142LM0411
James S	2015141LQ0504
James S	2015141LQ0509
Jerene S	15076D022718
John L	15121751769
Julie P	2015141LQ0505
Julie P	2015141LQ0511
Lai O	URO-000130-1
Lai O	URO-000130-1
Lashley W	000051616283N080H
Lashley W	000051276270C140H
Lidia M	F51274370000
Lidia M	F51615062900
Lidia M	F51244461600
Marcus S	20150990279600600
Michael D	20151660263900600
Milagros D	2015089LM0356

Peggy R	2015660270000600
Robbie P	20151240257900600
Terre W	URO000099
Tim S	2015092LM1562
William H	URO-000127-1
William H	15170D033466
William P	2015141LQ0514

Please note that for privacy reasons the above individuals are only identified by their first name and the first letter of their second name. To help with and avoid any confusion with proper identification on the part of the Defendants, the claim number for that individual is also listed.

20. Plaintiff, Urological Clinic of Valdosta Ambulatory Surgical Center LLC, is bringing this Complaint both in its individual capacity as a healthcare provider and as an Assignee of and on behalf of the individuals identified in the previous paragraph.

21. At all relevant times, Plaintiff, Savannah F&A ASC, LLC., was a citizen of the United States and of the state of Georgia residing at

22. At all relevant times, Plaintiff, Savannah F&A ASC, LLC., was duly licensed and provided health care services within the state of Georgia.

23. At all relevant times, Plaintiff, Savannah F&A ASC, LLC., provided healthcare services to plan participants, and/or beneficiaries thereof, the defendants as an out-of-network provider.

24. At all relevant times, Plaintiff, Savannah F&A ASC, LLC., received a written assignment from, and was an Assignee of the accident and sickness, medical, and/or healthcare benefits by the following individuals:

Mattie A	SFA-000007
Julie O	20150430369500
Stella S	20150270522600
William T	SFA000003
Glenda R	SFA000013
Deborah H	SFA-000010
Mary Y	SFA-000008
Annie D	SFA000035
Betty M	201540307500
Carolyn B	SFA000063
Diane D	2015110LQ0748
Esau M	SFA000057

Holly S	15103LQ1003
Javar R	SFA000071
Joseph C	15110LQ0747
Lynda E	15156LQ0644
Martha S	20151240255100
Mary R	SFA000037
Sandra H	15156LQ0637
Tamara S	SFA000074
Thelma B	SFA000076

Please note that for privacy reasons the above individuals are only identified by their first name and the first letter of their second name. To help with and avoid any confusion with proper identification on the part of the Defendants, the claim number for that individual is also listed.

25. Plaintiff, Savannah F&A ASC, LLC, is bringing this Complaint both in its individual capacity as a healthcare provider and as an Assignee of and on behalf of the individuals identified in the previous paragraph.

26. At all relevant times, Plaintiff, Institute for Corrective Surgery of the Foot and Ankle, Inc., was a citizen of the United States and of the state of Georgia residing at 2003 B Alice Street; Waycross, GA 31505.

27. At all relevant times, Plaintiff, Institute for Corrective Surgery of the Foot and Ankle, Inc., was duly licensed and provided health care services within the state of Georgia.

28. At all relevant times, Plaintiff, Institute for Corrective Surgery of the Foot and Ankle, Inc., provided healthcare services to plan participants, and/or beneficiaries thereof, the defendants as an out-of-network provider.

29. At all relevant times, Plaintiff, Institute for Corrective Surgery of the Foot and Ankle, Inc., received a written assignment from, and was an Assignee of the accident and sickness, medical, and/or

Janice M	ICS-000043
Janice S	20150470153900
Sharonda B	2015012672073
Vicky P	20150470136200
Carole R	20150120192900
Daisy J	20150100191100
Sharon E	201501423057070C
Kandy T	20150470140300
Kesha S	20150470157900
Lynn H	ICS-000047
Catrina E	20150470157800
Tony B	ICS000012

Carol N	20150470136600
Sandra F	20143290531000
Sidney S	2014269LQ0270
Michael S	2014294LQ0306
Donna W	2014343LM3303
Renee G	2015012672537
Bronze Y	14314LQ0001
Kirby G	2014343LM3436
Georgianna S	2014288LQ0111
Heather M	20142730572000
Cameron P	2014288LQ0113
Cheryl C	2014314LQ0047
Kimberly M	2014311LM0319
Linda S	2014325LM0753
Iris J	2014331LM0211
Cynthia H	2014346LM4248
Barbara V	2015010LQ0099
Misty D	ICS000034
Sheryl C	14301D014972UA
Ann B	ICS000099
Arthur L	201506LM1296
Audrey B	ICS-000084-
Bryant B	ICS000100
Cynthia T	ICS-000101-1
Frederick D	20150470158200
Jacquelyn D	ICS-000114-1
Jarvis M	15153007328
Jerrie T	201505110008
Lorine B	ICS-000103-1
Loyal T	ICS-000109-1
Mary D	ICS-000102-1
Nathaniel M	ICS-000111-1
Patricia T	15110D038354
Rosie G	ICS-000113-1
Ruth B	ICS-000104-1
Sarah S	ICS-000108-1

Teresa C	2015063LQ0309
Tina T	ICS-000096-1
Toni B	00005140621J8800H
Valeicia S	ICS-000106-1
Wanda S	20151250426600
Wayne S	15136D011508UA
Williams W	00005125629E1080H

Please note that for privacy reasons the above individuals are only identified by their first name and the first letter of their second name. To help with and avoid any confusion with proper identification on the part of the Defendants, the claim number for that individual is also listed.

30. Plaintiff, Institute for Corrective Surgery of the Foot and Ankle, Inc., is bringing this Complaint both in its individual capacity as a healthcare provider and as an Assignee of and on behalf of the individuals identified in the previous paragraph.

31. At all relevant times, Plaintiff, Westside Surgery Center, LLC, was a citizen of the United States and of the state of Georgia residing at 312 Westside Drive; Douglas, GA 31533.

32. At all relevant times, Plaintiff, Westside Surgery Center, LLC, was duly licensed and provided health care services within the state of Georgia.

33. At all relevant times, Plaintiff, Westside Surgery Center, LLC, provided healthcare services to plan participants, and/or beneficiaries thereof, the defendants as an out-of-network provider.

34. At all relevant times, Plaintiff, Westside Surgery Center, LLC, received a written assignment from, and was an Assignee of the accident and sickness, medical, and/or healthcare benefits by the following individuals:

William S	WES000035
Jesse B	WES0000023
Gordon T	WES000009
Thomas B	WES000018
Dalton B	WES0000013
Dawson D	20150210229000
Jennifer S	20150160321700
Joseph L	WES0000021
Catherine S	20150150290800
Billy M	LLC000030
Samantha B	WES000006
Natalie S	WES000038
Doriyanna V	LLC000034

Connie M	WES0000017
Miranda C	WES0000024
Gavin L	20143370671000
Brandi S	2014304672489
Audrie D	WES-000041
Sirena J	WES-000014
Glenda S	WES-000028
Addison D	WES-000170-1
Angela H	WES-000108-1
Anna V	20151260351200
Austin G	WES000118
Ava C	WES-000163-1
Ava V	20151260351200
Avary L	WES-000178-1
Brayden L	WES-000091-1
Chris R	15107LQ0493
Clayton W	2015087670899
Colton M	2015150LM0549
Crome S	WES-000173-1
Daniel P	20151130342700
Deborah M	WES000130
Debra R	WES-000103-1
Donald F	WES-000114-1
Dukes S	2015072LQ0551
Eli G	20151350288000
Ellee L	WES-000165-1
Ethan P	WES-000176-1
Evan L	WES-000165-1
Ezekio H	WES-000153-1
Franklin L	WES-000169-1
Fredda S	WES-000172-1
George W	WES-000168-1
Giuliana S	WES-000055-1
Glenda M	WES0000120
Gunner H	WES000121
Harper N	WES-000069-000
Hunter W	WES000078
Jack M	WES000098
Jackson F	WES-000068-1
Jarrett M	WES-000104-1
Jase M	WES000075
Jase P	WES-000147-1
Jason M	15103LQ0980
Jesten P	WES-000174-1
John P	WES-000105-1

John P	5D49A672C0000
Kayleigh P	20150870021600
Kendall S	15103LQ0985
Khloe N	WES-000166-1
Kim E	WES-000179-1
Kinsley T	2015087670899
Kyle S	50996016U990H00
Landon T	2015150LM0549
Laura B	20151550359600
Leah B	WES-000164-1
Linda M	2015162LQ0454
Lisa A	15133D013387
Lorenzo M	WES-000157-1
Louell M	WES-000177-1
Macbry W	WES-00033-1
Madelyn B	15107LQ0496
Makayla P	WES-000175-1
Marissa K	WES000123
Martin M	WES-000158-1
Mary S	WES-000145-1
Max C	WES-000092-1
Michael D	15132LM1168
Pearlee B	2015152LQ0038
Reid T	15121LM1931
Riley H	WES000083
Robert H	20150850341800
Rochelle T	WES-000160-1
Rolanda T	WES-000115-1
Rontresha M	WES000087
Samantha W	20151390420900
Samuel V	WES-000142-1
Savannah C	WES-000144-1
Shelby S	WES000076
Tye P	WES-000111-1
Vickie C	2015072LM2459
William M	15043LQ0482
William T	WES-000171-1
Zane W	51436229F740H00

Please note that for privacy reasons the above individuals are only identified by their first name and the first letter of their second name. To help with and avoid any confusion with proper identification on the part of the Defendants, the claim number for that individual is also listed.

35. Plaintiff, Westside Surgery Center, LLC, is bringing this Complaint both in its individual capacity as a healthcare provider and as an Assignee of and on behalf of the individuals identified in the previous paragraph.

36. At all relevant times, Plaintiff, Surgical Centers of Georgia, P.C., was a citizen of the United States and of the state of Georgia residing at 3556 Riverside Dr.; Macon, Ga 31210.

37. At all relevant times, Plaintiff, Surgical Centers of Georgia, P.C., was duly licensed and provided health care services within the state of Georgia.

38. At all relevant times, Plaintiff, Surgical Centers of Georgia, P.C., provided healthcare services to plan participants, and/or beneficiaries thereof, the defendants as an out-of-network provider.

39. At all relevant times, Plaintiff, Surgical Centers of Georgia, P.C., received a written assignment from, and was an Assignee of the accident and sickness, medical, and/or healthcare benefits by the following individuals:

Lee F	2014254000287
Lee F	2014254025330
Britney W	20143100289000600
Britney W	20143100280900600
Diane H	20143440407100600
Diane H	20142720325900
Barbara B	376828
Barbara B	20143330021200600
Cordaro L	20143220458500
Cordaro L	20143220458600600

William M	20150560311900600
William M	20150570300700600
Cynthia D	20142930405500600
Cynthia D	20142930405600
Bennie I	MAC000038
Bennie I	MAC000039
Constance F	20141990005870100
Constance F	14121104375
Judith C	20143110308300600
Judith C	20143110308200600
Sonja K	20142980015700
Sonja K	20142890382700600
Mallory D	2014323LQ0217
Elizabeth H	2014311LM2348
Elizabeth H	2014311LM2462
Deloise W	2014210LQ0692
Deloise W	2014213LM1349

Josephine P	2014174LQ2246
Josephine P	2014179LM0178
Debra H	2014202LQ0359
Debra H	2014202LW1384
Stephanie C	2014188LQ0297
Stephanie C	2014188LQ1104
Emma M	2014174LQ2209
Emma M	2014178LM0183
Rod K	2014179LM0220
Rod K	2014179LM0101
Robert M	14308D016160IQ
Halina K	14245D039677UA
Halina K	14245D039678UA
Christine M	14287D019073IQ
Christine M	14287D019057IA
Danis D	14255D026844UA
Danis D	14255D030560IA
Jerremy S	14326D024712IA
Jerremy S	14336D010256UA
David H	14190D007682IQ
David H	14192D013748IQ
Carol G	2015045LM2512
Carol G	2015045LM2516
Connie D	2015045LM2506
Connie D	2015045LM2541
Connie D	MAC-000095-1
Connie D	MAC-000096-1
Dawn P	2015072LM3571
Dawn P	2015072LQ0550
Dennis H	2015082LQ0623
Dennis H	2015108LQ0079
Edith H	2015045LM2268
Edith H	2015045LM2271
Michele P	20150470142500600
Michele P	20150470142500600
Ramona R	MAC-000097-1
Ramona R	MAC-000098-1
Rodney P	MAC-000093-1
Rodney P	MAC-000094-1
Sandra S	15124LM1028
Sandra S	15124LQ0369
Stephanie C	2014188LQ0297
Stephanie C	2014188LQ1104
William M	15152D037132IA
William M	15152D037138IQ

Please note that for privacy reasons the above individuals are only identified by their first name and the first letter of their second name. To help with and avoid any confusion with proper identification on the part of the Defendants, the claim number for that individual is also listed.

40. Plaintiff, Surgical Centers of Georgia, P.C., is bringing this Complaint both in its individual capacity as a healthcare provider and as an Assignee of and on behalf of the individuals identified in the previous paragraph.

41. At all relevant times, Plaintiff, Roswell Center for the Foot and Ankle Surgery, LLC, was a citizen of the United States and of the state of Georgia residing at 1360 Upper Hembree Rd.; Roswell, Ga 30076.

42. At all relevant times, Plaintiff Roswell Center for the Foot and Ankle Surgery, LLC, was duly licensed and provided health care services within the state of Georgia.

43. At all relevant times, Plaintiff Roswell Center for the Foot and Ankle Surgery, LLC, provided healthcare services to plan participants, and/or beneficiaries thereof, the defendants as an out-of-network provider.

44. At all relevant times, Plaintiff, Roswell Center for the Foot and Ankle Surgery, LLC, received a written assignment from, and was an Assignee of the accident and sickness, medical, and/or healthcare benefits by the following individuals:

Alfred M	2015012672539
Alfred M	2015012671991
Geralyn K	20142960271500600
Catherine R	20143120013400600
Martha H	20150340354000600
Carol S	14297LM1609
Melinda S	20143380395700600
Melinda S	ROS0000025
Barbara B	20143380397100600
Barbara B	ROS000020
Diana P	20143380401400600
Meghan P	ROS000011
Peter S	2015012672526
Jeffrey W	ROS000049
Wanda T	20150660029100800
Donna W	20150560320000600
Donna W	20150790292000600
Susan P	20143350010100600
Kathleen B	ROS000026
Kathleen B	ROS000027
Harry S	30820535
Blair C	ROS-000012
Melissa C	14343LQ0291

Kelly B	ROS-000035
Tamala H	2014331670422
Tamala H	2014331670421
Alison Claire A	2015171LM0317
Debra T	ROS-000070-001
Donna H	20151550360000
Elizabeth H	20150660027500600
Ethan F	2015132LM0409
Floyd F	60020151730294600
Gail H	2015138LQ0321
Irvin H	350-139261300
Jan H	2015131LM0857
Jaqueline T	2015138673538
Kara G	20151550359200600
Karen L	ROS-000071-001
Martha H	20151760277900600
Neal B	20151260407600600
Patricia W	ROS-000037-1
Robin S	20151240259700600
Stephen A	2015173023800600
Susan E	15054LQ0896
Tammy S	20151550322000600
Tina Y	20150991181600
Virgina K	2015054LM2273

Please note that for privacy reasons the above individuals are only identified by their first name and the first letter of their second name. To help with and avoid any confusion with proper identification on the part of the Defendants, the claim number for that individual is also listed.

45. Plaintiff, Roswell Center for the Foot and Ankle Surgery, LLC, is bringing this Complaint both in its individual capacity as a healthcare provider and as an Assignee of and on behalf of the individuals identified in the previous paragraph.

46. At all relevant times, Plaintiff, Ambulatory Foot and Leg Surgical Center, LLC., was a citizen of the United States and of the state of Georgia residing at 1652 Mulkey Rd.; Austell, Ga 30106.

47. At all relevant times, Plaintiff, Ambulatory Foot and Leg Surgical Center, LLC. was duly licensed and provided health care services within the state of Georgia.

48. At all relevant times, Plaintiff, Ambulatory Foot and Leg Surgical Center, LLC, provided healthcare services to plan participants, and/or beneficiaries thereof, of the Defendants as an out-of-network provider.

49. At all relevant times, Plaintiff, Ambulatory Foot and Leg Surgical Center, LLC, received a written assignment from, and was an Assignee of the accident and sickness, medical, and/or healthcare benefits by the following individuals:

Myra F	FARMY000
Myra F	FARMY000
Bridget G	GUIBR000
Bridget G	GUIBR000
Annette H	HARAM001
Annette H	HARAM001
Harriett A	ASHHA000
Harriett A	ASHHA000
Calvin P	PULCA000
Calvin P	PULCA000
Carla P	PIECA000
Carla P	PIECA000
Wadene V	VINWA000
Martha D	DAVMA000
Detra F	FOSDE000
Ann H	HOLAN000
Sandra B	BROSA000
Sandra B	BROSA000
Kathy F	FULKA000
Kathy F	FULKA000
Theresa C	CATH001
Theresa C	CATH001
Luke T	TIPLU000
Luke T	TIPLU000
Kizzi L	LASKI000
Bonnie S	FLEBO000
Bonnie S	FLEBO000
Tonya S	STATO000
Tonya S	STATO000

Victoria S	STEVI000
Victoria S	STEVI000
Tamisha R	RUSTA000
Tamisha R	RUSTA000
Karen D	DENKA000
Karen D	DENKA000
Gwen W	WESGW000
Gwen W	WESGW000
Michael H	HARMIO01
Michael H	HARMIO01
Leann W	WILLE001
Leann W	WILLE001
Betty D	DUNBE000
Atavian H	HOWAT000
Atavian H	HOWAT000
Thomas W	WALTH000
Thomas W	WALTH000
Corey M	MANO000
Corey M	MANO000
Sandra L	LIPSA000
Cherie W	WELCH000
Cherie W	WELCH000

Please note that for privacy reasons the above individuals are only identified by their first name and the first letter of their second name. To help with and avoid any confusion with proper identification on the part of the Defendants, the claim number for that individual is also listed.

50. Plaintiff, East Cobb Podiatry Surgery Center, LLC, is bringing this Complaint both in its individual capacity as a healthcare provider and as an Assignee of and on behalf of the individuals identified in the previous paragraph.

51. At all relevant times, Plaintiff, East Cobb Podiatry Surgery Center, LLC, was a citizen of the United States and of the state of Georgia residing at 4439 Roswell Rd, Marietta, GA 30062.

52. At all relevant times, Plaintiff, East Cobb Podiatry Surgery Center, LLC, was duly licensed and provided health care services within the state of Georgia.

53. At all relevant times, Plaintiff, LLC East Cobb Podiatry Surgery Center, LLC, provided healthcare services to plan participants, and/or beneficiaries thereof, the defendants as an out-of-network provider.

54. At all relevant times, Plaintiff, LLC East Cobb Podiatry Surgery Center, LLC, received a written assignment from, and was an Assignee of the accident and sickness, medical, and/or healthcare benefits by the following individuals:

Lester H	20150710010100
Warn C	200500306400600
Warn C	20150560402500600
Reba C	2014314QA4211
Olivia C	20143530317302600
Ondra L	2015013673246
James B	2014287LM3785
Joe H	20143120023300600
Stacey O	20150440378900600
Lois H	20150560402700600
Patricia O	20150470335700600
Ronicea R	20143370370700600
Ben A	20150700464000600
Jeanette S	20150690550600600
Thomas M	BJI-000052
Marie B	20150210236200600
Christopher D	20143240286400600
Margaret F	20150770350000600
Quiana L	20142890376500600
Maxine B	BJI-000118
Brennan F	20150700395500600
Carol K	20150570345400600
Raymond R	20143580462900600
Timothy G	20143240280100600
Misty W	BJI-000046
Wendy K	20143650430700600
Wendy K	20150260299400600
Mia P	2015002LQ0001
Marilyn J	2015002LQ0036
Janet P	2015010LM0548
Lorne S	BJI-000027
Gary C	2015014LQ0154
Kathy R	2014357LQ0706
Samuel D	2015006LQ0217
Gregory T	2015002LQ0036
Stanford R	2014296LM2906
Robert S	BJI-000068
Spencer M	2015035LQ0063
Richard T	2014311LM0319
Doris J	15030D009393
David K	2014250LQ0235
David K	BJI-000036
Phillip M	BJI-000067
Verna R	2014311LM0005
Emma T	15010D029613IQ
Billie W	14357D017996UA
Bethanie M	14342D023305UA

Cynthia P	ECP-000019-1
David H	ICS-000115-1
Teresa F	ECP-000021-1

Please note that for privacy reasons the above individuals are only identified by their first name and the first letter of their second name. To help with and avoid any confusion with proper identification on the part of the Defendants, the claim number for that individual is also listed.

55. Plaintiff, East Cobb Podiatry Surgery Center, LLC, is bringing this Complaint both in its individual capacity as a healthcare provider and as an Assignee of and on behalf of the individuals identified in the previous paragraph.

56. At all relevant times, Plaintiff, ALLIANCEMED, LLC, was a citizen of the United States and of the state of Arizona residing at 22601 N. 19th Ave., Phoenix, Az. 85027.

57. At all relevant times, Plaintiff, ALLIANCEMED, LLC, provided healthcare billing services to plan participants, and/or beneficiaries thereof, of the Defendants as an out-of-network provider.

58. At all relevant times, Plaintiff, ALLIANCEMED, LLC, received a written assignment from, and was an ERISA Reprehensive and a PPACA Reprehensive of the policyholders and/or the plan participants of the accident and sickness, medical, and/or healthcare benefits by the individuals identified in Paragraphs 4, 9, 14, 19, 24, 29, 34, 39, 44, 49, and 54 above.

59. Plaintiff, ALLIANCEMED, LLC, is bringing this Complaint in its individual capacity, as an appointed Representative of the individuals identified in the previous paragraph, and on the behalf of said individuals.

60. From time to time Plaintiffs Surgery Center of BJI, LLC.; ENTI Surgery Center, LLC.; ENTI Anesthesia, LLC.; Urological Clinic of Valdosta Ambulatory Surgical Center, LLC.; Savannah F&A ASC, LLC.; Institute for Corrective Surgery of the Foot and Ankle, Inc., Westside Surgery Center, LLC.; Surgical Centers of Georgia, P.C.; Roswell Center for the Foot and Ankle Surgery, LLC.; Ambulatory Foot and Leg Surgical Center, LLC; and East Cobb Podiatry Surgery Center, LLC, may sometimes be referred to as the "Provider Plaintiffs".

61. At all relevant times, Defendant, Blue Cross and Blue Shield of Georgia, Inc., was a licensed insurer and provider of accident and sickness policies pursuant to O.C.G.A. Title 33 and was a citizen of the United States as well as the state of Georgia residing at 3350 Peachtree Rd., N.E.; Atlanta, GA 30326.

62. Upon information and belief, at all relevant times, Defendant Blue Cross and Blue Shield of Georgia, Inc., was and is the plan administrator and/or claims administrator for various group health plans in the state of Georgia.

63. At all relevant times, Defendant, Blue Cross Blue Shield Healthcare Plan of Georgia, Inc., was a licensed insurer and provider of accident and sickness policies pursuant to O.C.G.A. Title 33 and was a citizen of the United States as well as the state of Georgia residing at 3350 Peachtree Rd., N.E.; Atlanta, GA 30326.

64. Upon information and belief, at all relevant times, Defendant Blue Cross Blue Shield Healthcare Plan of Georgia, Inc., was and is the plan administrator and/or claims administrator for various group health plans in the state of Georgia.

65. Upon information and belief, at all relevant times, Defendant, Anthem, Inc., (and/or its predecessor in interest, WellPoint, Inc.) is and has been an insurance holding company pursuant to O.C.G.A. § 33-13-1 *et seq.* in that it is/was the owner and controlling entity of Defendants Blue Cross and Blue Shield of Georgia, Inc., and Blue Cross Blue Shield Healthcare Plan, Inc., which are both licensed insurers and providers of accident and sickness policies pursuant to O.C.G.A. Title 33.

66. Upon information and belief, at all relevant times, Defendant, Anthem, Inc., was the owner and controlling entity of Defendants Blue Cross and Blue Shield of Georgia, Inc., and Blue Cross Blue Shield Healthcare Plan, Inc., which are both the plan administrators and/or claims administrators for various group health plans in the state of Georgia

67. Anthem, Inc., is a citizen of the United States and of the state of Indiana residing at 120 Monument Circle, Indianapolis, IN 46204.

68. Defendant Anthem, Inc. has the required minimum contacts with the state of Georgia, is subject to regulatory oversight by the Insurance Commissioner of the State of Georgia, is subject to O.C.G.A. Title 33, and is subject the laws of the state of Georgia in general.

JURISTICTION AND VENUE

69. Defendant, Blue Cross and Blue Shield of Georgia, Inc., is subject to the jurisdiction of this court.

70. Defendant, Blue Cross and Blue Shield Healthcare Plan, Inc., is subject to the jurisdiction of this court.

71. Defendant, Anthem, Inc., is subject to the jurisdiction of this court.

72. Defendants Blue Cross and Blue Shield of Georgia, Inc., and Blue Cross Blue Shield Healthcare Plan of Georgia, Inc., are both insurance companies licensed and regulated by O.C.G.A. Title 33 and have agents and do business in this judicial circuit.

73. Defendant Anthem, Inc. is an insurance holding company as defined by O.C.G.A. § 33-13-1 *et seq.* and is thus subject to the venue for the provisions of Title 33.

74. Defendants Blue Cross and Blue Shield of Georgia, Inc., and Blue Cross Blue Shield Healthcare Plan of Georgia, Inc. have appointed agents and/or conduct business in this county and judicial circuit.

75. Pursuant to O.C.G.A. § 33-4-1 venue is proper in this Court for Defendants Blue Cross and Blue Shield of Georgia, Inc. and Blue Cross Blue Shield Healthcare Plan of Georgia, Inc., and Anthem, Inc.

76. Some of the contracts of insurance were made or to be performed in this county and judicial circuit.

77. In regard to some of the policies/plans, the cause of action originated in this county and judicial circuit.

78. Pursuant to O.C.G.A. § 14-2-510(2) and (3) venue is proper in this Court for Defendants Blue Cross and Blue Shield of Georgia, Inc. and Blue Cross Blue Shield Healthcare Plan of Georgia, Inc., and Anthem, Inc.

BACKGROUND

79. Defendants provide various types of accident and sickness policies, medical plans, and/or health plans to citizens of the state of Georgia that provide out-of-network benefits by allowing the beneficiary of the policy/plan to choose between “in-network” and “out-of-network” healthcare providers.

80. Defendants also provide various types of accident and sickness policies, medical plans, and/or healthcare plans to citizens of the state of Georgia that only allow the beneficiary of the policy to receive the services of “in-network” providers.

81. “In-network” providers are healthcare providers who have chosen to enter into a contractual agreement with the insurer, plan sponsor, or the plan administrator to provide health care services at a negotiated rate.

82. The “in-network” negotiated rate is a discounted rate from the usual and customary rates of that particular healthcare provider.

83. “Out-of-network” providers are healthcare providers who have not entered into an in-network contractual agreement with the insurer, plan sponsor, or the plan administrator.

84. “Out-of-network” providers are free to charge the usual and customary rates of that particular healthcare provider.

85. Defendants charged a lower price for policies/plans that only allow “in-network” benefits and charge a higher price for policies that allow “out-of-network” benefits.

86. Defendants have represented to the public that they are able to charge a lower price for policies/plans that only allow in-network benefits because they have negotiated a discounted rate from the “in-network” healthcare providers.

87. “Co-insurance” means the co-sharing amount between the insured/plan participant and the insurer under a health insurance policy or health benefit plan which provides that the insured/plan participant will cover a set percentage of the covered costs after the deductible has been paid.

88. Policy/plans offered by the Defendants that only allow in-network benefits generally have a co-insurance arrangement in which the Defendants pay 80% of the covered amount after the deductible.

89. In the situation described in the preceding paragraph, the insured/plan participant only pays 20% of the covered amount out of his/her pocket after the deductible is paid.

90. Policy/plans offered by the Defendants that allow out-of-network benefits generally have a coinsurance arrangement in which the Defendants will pay 80% of the covered amount (coinsurance) if the insured/plan participants receive services from an in-network provider; however, the Defendants only pay 60% of the covered amount (coinsurance) after the deductible when the insured/plan participant chooses to exercise his/her rights and receives a service from and out-of-network provider.

91. In the situation described in the preceding paragraph, if the insured/plan participant chooses to obtain the services of an out-of-network provider, the insured/plan participant must then pay 40% of the covered amount out of his/her pocket as coinsurance.

92. With those policies/plans that allow “out-of-network” benefits, the Defendants require the insured/plan participant to pay a higher coinsurance amount (receive a lesser coinsurance benefit) than with the less expensive policies/plans that only allow “in-network” benefits.

93. With these policies/plans that allow “out-of-network” benefits, the Defendants require the insured/plan participant to pay higher premiums and/or a higher price than with the less expensive policies/plans that only allow “in network” benefits.

94. With these policies/plans that allow “out-of-network” benefits, the Defendants require the insured/plan participant to have higher out-of-pocket expenses than with the less expensive policies/plans that only allow “in network” benefits.

95. Traditionally, the Defendants have used a concept known as “usual, customary, and reasonable” (also known as “UCR”) to determine what an appropriate reimbursable amount to an out-of-network healthcare provider should be.

96. UCR is an easy concept to define, and easy for policyholders, employers, plan participants, beneficiaries, and the Assignors to the Plaintiffs to understand.

97. UCR simply means that the reimbursable amount to the out-of-network healthcare provider should be:

a. the usual amount charged by that particular healthcare provider, and other similar healthcare providers in the community, for that particular service;

b. the amount charged by that particular healthcare provider if it is the customary amount for said healthcare provider, and other similar healthcare providers in the community, for that particular service; and

c. the amount charged by that particular healthcare provider if it is a reasonable amount for said healthcare provider, and other similar healthcare providers in the community, for that particular service.

98. The preceding is an objective test by which the evidence can be weighed to determine whether an insurance company, a claims administrator, a plan administrator, or a plan sponsor is complying with a UCR standard.

99. The Defendants intentionally and deliberately quit using the decades old practice of using UCR to determine the reimbursable amount.

100. The Defendants replaced the UCR standard with a newly created “maximum allowable amount” standard.

101. The so-called “maximum allowable amount” is a subjective amount.

102. The term “maximum allowable amount” does not have one clear and/or concise definition.

103. This “maximum allowable amount” is an extremely difficult amount to define and is extremely difficult for policyholders, employers, plan participants, beneficiaries, plan sponsors, the Assignors to the Plaintiffs, and the general public to understand.

104. Upon information and belief, the Defendants devised a scheme to abandon the easily definable UCR and switch to a highly subjective, difficult to define, and/or difficult to understand “maximum allowable amount.”

105. Upon information and belief, the Defendants intentionally, deliberately, and/or with malice chose to use this new concept of “maximum allowable amount” in order to avoid being obligated to pay out-of-network healthcare providers a reasonable amount; and also, to be able to reimburse said healthcare providers any amount that the Defendants might choose from time to time.

106. The manner in which the Defendants have utilized the term “maximum allowable amount” has been arbitrary and capricious.

107. The term “maximum allowable amount” is so vague and so lacking in any discernible meaning whatsoever, that it is impossible for a policyholder, plan participant, plan sponsor, employer, and/or the Assignors to the Plaintiffs to have freely entered into a binding agreement with the Defendants regarding this matter.

108. The Defendants have represented to the Assignors to the Plaintiffs, as well as other individuals and entities, that a significant reason, if not the only reason, for charging higher premiums for policies/plans that have out-of-network benefits is that the reimbursed amount for out-of-network healthcare providers will be higher than for in-network health care providers, thus requiring the Defendants to incur greater healthcare costs.

109. Plaintiffs Surgery Center of BJI, LLC, ENTI Surgery Center, LLC, Urological Clinic of Valdosta Ambulatory Surgical Center, LLC, Savannah F&A ASC, LLC, Institute for Corrective Surgery of the Foot and Ankle, Inc., Westside Surgery Center, LLC, Surgical Centers of Georgia, P.C., Roswell Center for the Foot and Ankle Surgery, LLC, Ambulatory Foot and Leg Surgical Center, LLC, and East Cobb Podiatry Surgery Center, LLC (which may sometimes be referred to herein as the “Provider Plaintiffs”) are all out-of-network healthcare providers.

110. The Provider Plaintiffs are assignees of their patients and said patients are assignors who have purchased (or the beneficiary of someone who has purchased) an accident and sickness policy, medical plan, healthcare plan, and/or certificate that included out-of-network benefits.

111. The Provider Plaintiffs are assignees of their patients and said patients are assignors who paid higher insurance premiums for the privilege of being able to receive services from out-of-network healthcare providers.

112. The Policyholders are patients of the Provider Plaintiffs whose claims are at issue in this civil action.

113. The Policyholders are individuals or employers who have purchased (or the beneficiary of someone who has purchased) an accident and sickness policy, medical plan, healthcare plan, and/or certificate that included out-of-network benefits.

114. The Plan Participants are individuals who are beneficiaries, participants, certificate holders, or covered individuals of a group accident and sickness insurance policy and/or plan.

115. The Policyholders and/or Plan Participants paid higher insurance premiums for the privilege of being able to receive services from out-of-network healthcare providers.

116. The Patients, Policyholders, and/or Plan Participants may sometimes be referred to as the Assignors to the Plaintiffs.

117. Defendants have represented that they pay lower amounts/rates to in-network versus out-of-network healthcare providers.

118. Defendants have represented that they pay higher amounts/rates to out-of-network healthcare providers versus in-network healthcare providers.

119. Defendants have often been paying the Provider Plaintiffs (who are out-of-network healthcare providers) the same amount that they have been paying in-network healthcare providers for similar healthcare services.

120. Defendants have often been paying the Provider Plaintiffs (who are out-of-network healthcare providers) a lesser amount than the amount they have been paying in-network healthcare providers for similar healthcare services.

121. Upon information and belief, the Defendants have routinely been paying other out-of-network healthcare providers across the state the same or less than they have been paying in-network healthcare providers for similar services.

122. Upon information and belief, the Defendants have systematically been paying other out-of-network healthcare providers across the state the same or less than they have been paying in-network healthcare providers for similar services.

123. Upon information and belief, the conduct of the Defendants which is described in the two preceding paragraphs is a pattern and practice of the Defendants.

THE TYPES OF HEALTHCARE PLANS

124. The Defendants have provided, and continue to provide, accident and sickness insurance policies governed by O.C.G.A. Title 33 on an individual basis to many of the Assignors to the Plaintiffs as well as the general public of the state of Georgia.

125. The Defendants have provided, and continue to provide, accident and sickness insurance policies governed by O.C.G.A. Title 33 on a group basis to many of the Assignors to the Plaintiffs as well as the general public and state of Georgia.

126. The Defendants have provided, and continue to provide, claims administration and/or plan administration services to the employers/employees of other group health plans in the state of Georgia.

127. The Defendants have served as claims administrators and/or plan administrators of these group plans in which many of the beneficiaries of said plans are Assignors to the Plaintiffs as well as the general public of the state of Georgia.

128. The Assignors to the Plaintiffs are parties and/or third party beneficiaries to the policies, contracts, and plans identified above.

COUNT ONE
(Misrepresentation Regarding Individual Policies)

129. Plaintiffs repeat and incorporate paragraphs 1 through 128 above as if fully set forth herein.

130. The Defendants have filed numerous policy forms (as subsequently changed and/or amended from time to time) with the Georgia Department of Insurance.

131. The Georgia Department of Insurance approved policy forms (and their subsequent changes and/or amendments) that represent an accident and sickness insurance product that that offers out-of-network benefits from the Defendants. The Defendants then began marketing said policies to the general public. The Defendants sold many of these policies to the Assignors to the Plaintiffs. This policy has been and/or is still being sold in the state of Georgia.

132. The Defendants provided to the Georgia Department of Insurance statements regarding actuarial assumptions that The Defendants would be making payments based upon higher maximum allowable amounts to out-of-network healthcare providers thus justifying the need to charge a higher premium for this policy that offers out-of-network benefits.

133. Upon information and belief, the Defendants, directly and/or through its appointed insurance agents, made representations to its customers that the Defendants would be reimbursing for higher maximum allowable amounts when services are rendered by out-of-network providers versus services that are rendered by in-network providers.

134. Upon information and belief, the Defendants, directly and/or through its appointed insurance agents, made representations to the Assignors to the Plaintiffs, and other customers or potential customers of that Defendants would be reimbursing for higher maximum allowable amounts when

services are rendered by out-of-network providers versus services that are rendered by in-network providers.

135. The Defendants knew, or should have known, that they would not be reimbursing at a higher maximum allowable amount when services are rendered by out-of-network providers versus services that are rendered by in-network providers.

136. The above representations were false and constitute misrepresentations to the Assignors to the Plaintiffs and to other customers or potential customers of the Defendants.

137. These misrepresentations by the Defendants were made for the purpose of misleading the Assignors to Plaintiffs as well as other customers or potential customers of the Defendants.

138. Upon information and belief, the Defendants routinely represented that accident and sickness policies that offered out-of-network provider benefits, were more costly for the Defendants to provide and maintain than the products that only allowed access to in-network providers.

139. Upon information and belief, the out-of-network products are actually cheaper for the Defendants to provide and maintain than the in-network products.

140. These misrepresentations by the Defendants were made for the purpose of justifying the higher premiums charged to the Assignors to the Plaintiffs as well as other customers or potential customers of the Defendants.

141. These misrepresentations by the Defendants were made for the purpose of justifying the lower reimbursement rates and/or co-insurance provided to the Assignors to the Plaintiffs as well as other customers or potential customers of the Defendants.

142. Upon information and belief the Assignors of the Plaintiffs, as well as many members of the general public, were influenced to purchase these products that will out-of-network benefits as a result of the misrepresentations made by the Defendants.

143. The Plaintiffs and the Assignors of the Plaintiffs have been injured as a direct result of the Defendants' actions described herein.

COUNT TWO
(Fraud Regarding Individual Insurance Policies)

144. Plaintiffs repeat and incorporate paragraphs 1 through 143 above as if fully set forth herein.

145. The above representations were false and were made for the purpose of charging higher amounts and thus constitute an act of fraud upon the Assignors to the Plaintiffs as well as to other customers or potential customers of the Defendants.

146. The above representations were false and were made for the purpose of justifying the lower reimbursement rates and/or co-insurance provided to the Assignors to the Plaintiffs as well as to other customers or potential customers of the Defendants.

147. The Plaintiffs and the Assignors of the Plaintiffs have been injured as a direct result of the Defendants' actions described herein.

148. Upon information and belief, the purpose of this fraud was to provide the Defendants an excuse and/or justification for intentionally overcharging the Assignors to the Plaintiffs, as well as to other customers or potential customers of the Defendants, for the out-of-network products versus the in-network products.

149. The Plaintiffs and the Assignors to the Plaintiffs have been injured as a direct result of the Defendants' actions described herein.

COUNT THREE

Breach of Contract Regarding Individual Policies

150. Plaintiffs repeat and incorporate paragraphs 1 through 149 above as if fully set forth herein.

151. Upon information and belief, the Assignors to the Plaintiffs, and other customers of the Defendants, purchased these accident and sickness insurance policies with out-of-network benefits believing that the out-of-network providers would be compensated at a higher maximum allowable amount than the in-network providers.

152. Upon information and belief, the Assignors to the Plaintiffs, and other customers of the Defendants, believed that since the out-of-network providers were being reimbursed at a higher maximum allowable amount, these providers would from time to time be able to provide more time, more personalized service, a more specialized service, and/or possibly better quality healthcare than in-network providers. For these reasons the Assignors to the Plaintiffs, and other customers of the Defendants, were willing to pay higher premiums and except a higher out-of-pocket coinsurance amount.

153. By its actions outlined in this Count above, the Defendants breached their contract with the Assignors to the Plaintiffs.

154. The Plaintiffs and the Assignors to the Plaintiffs have been injured as a direct result of the Defendants' actions described herein.

COUNT FOUR

Unfair Trade Practice in Violation of 33-6-4(b)(8)(A)(ii) Regarding Individual Policies

155. Plaintiffs repeat and incorporate paragraphs 1 through 154 above as if fully set forth herein.

156. Official Code of Georgia § 33-6-4(b)(8)(A)(ii) provides that it shall be an unfair method of competition, and an unfair and deceptive act or practice in the business of insurance when an entity licensed under Title 33 of the Official Code of Georgia performs an act that constitutes:

(ii) Making or permitting any unfair discrimination between individuals of the same class and of essentially the same hazard in the amount of premium, policy fees, or rates charged for any policy or contract of accident or sickness insurance, in the benefits payable thereunder, in any of the terms or conditions of the contract, or in any other manner whatever.

157. By having a maximum allowable amount for out-of-network healthcare providers that is not greater than the maximum allowable amount for in-network health care providers, the Defendants have created a situation in which there is essentially no difference in an accident and sickness policy that allows out-of-network benefits versus and accident and sickness policy that only allows in-network benefits.

158. The conduct described above, has the effect of unfairly discriminating against the Assignors to the Plaintiffs, and other customers of the Defendants, by treating them different and charging different amounts of premium from other individuals that do not have out-of-network benefits.

159. The conduct described above, has the effect of unfairly discriminating against the Assignors to the Plaintiffs, and other customers of the Defendants, by treating them different and charging different coinsurance amounts from other individuals that do not have out-of-network benefits.

160. The Plaintiffs and the Assignors to the Plaintiffs have been injured as a direct result of the Defendants' actions described herein.

COUNT FIVE

(Misrepresentation Regarding Group Policies)

161. Plaintiffs repeat and incorporate paragraphs 1 through 160 above as if fully set forth herein.

162. The Defendants have filed numerous group policy forms (as subsequently changed and/or amended from time to time) with the Georgia Department of Insurance.

163. The Georgia Department of Insurance approved policy forms (and their subsequent changes and/or amendments) that represent an accident and sickness insurance product that that offers out-of-network benefits from the Defendants.

164. Upon information and belief, the Defendants then began marketing said employer group policies to the general employer public. The Defendants sold many of these policies to the employers of the Assignors to the Plaintiffs. These policies have been and/or are still being sold in the state of Georgia.

165. The Defendants provided to the Georgia Department of Insurance statements regarding actuarial assumptions that the Defendants would be making payments based upon higher maximum allowable amounts to out-of-network healthcare providers thus justifying the need to charge a higher premium for those policies that offer out-of-network benefits.

166. The Defendants provided to the Georgia Department of Insurance statements regarding actuarial assumptions that the Defendants would be making payments based upon higher maximum allowable amounts to out-of-network healthcare providers thus justifying the need to provide a lower coinsurance benefit for those policies that offer out-of-network benefits.

167. Upon information and belief, the Defendants, directly and/or through their appointed insurance agents, made representations to employers and/or employees throughout the state of Georgia that the Defendants would be reimbursing for higher maximum allowable amounts when services are rendered by out-of-network providers versus services that are rendered by in-network providers.

168. Upon information and belief, the Defendants, directly and/or through their appointed insurance agents, made representations to the Assignors to the Plaintiffs, and/or their employers, and that the Defendants would be reimbursing for higher maximum allowable amounts when services are rendered by out-of-network providers versus services that are rendered by in-network providers.

169. The Defendants knew, or should have known, that they would not be reimbursing at a higher maximum allowable amount when services are rendered by out-of-network providers versus services that are rendered by in-network providers.

170. The above representations were false and constitute misrepresentations to the Assignors to the Plaintiffs and/or their employers.

171. These misrepresentations by the Defendants were made for the purpose of misleading the Assignors to Plaintiffs and/or their employers.

172. Upon information and belief, the Defendants routinely represented that accident and sickness policies that offered out-of-network provider benefits, were more costly for the Defendants to provide and maintain than the products that only allowed access to in-network providers.

174. Upon information and belief, the out-of-network products are actually cheaper for the Defendants to provide and maintain than the in-network products.

175. These misrepresentations by the Defendants were made for the purpose of justifying the higher premiums charged to the Assignors to Plaintiffs and/or their employers.

176. These misrepresentations by the Defendants were made for the purpose of justifying the lower coinsurance benefit provided to the Assignors to the Plaintiffs and/or their employers.

177. The Plaintiffs and the Assignors to Plaintiffs have been injured as a direct result of the Defendants' actions described herein.

COUNT SIX
(Fraud Regarding Group Policies)

178. Plaintiffs repeat and incorporate paragraphs 1 through 177 above as if fully set forth herein.

179. These misrepresentations by the Defendants were made for the purpose of justifying the higher premiums charged to the Assignors to the Plaintiffs and/or their employers.

180. These misrepresentations by the Defendants were made for the purpose of justifying the lower reimbursement rates and/or co-insurance provided to the Assignors to the Plaintiffs and/or their employers.

181. The above representations were false and were made for the purpose of charging higher amounts and thus constitute an act of fraud upon the Assignors to the Plaintiffs and/or their employers.

182. Upon information and belief, the purpose of this fraud was to provide the Defendants an excuse and/or justification for intentionally overcharging the Assignors to the Plaintiffs, and/or their employers, for the out-of-network products versus the in-network products.

183. The Plaintiffs and the Assignors to the Plaintiffs have been injured as a direct result of the Defendants' actions described herein.

COUNT SEVEN
(Breach of Contract Regarding Group Policies)

184. Plaintiffs repeat and incorporate paragraphs 1 through 183 above as if fully set forth herein.

185. Upon information and belief, the Assignors to the Plaintiffs, and/or their employers, purchased these accident and sickness insurance policies with out-of-network benefits believing that the out-of-network providers would be compensated at a higher maximum allowable amount than the in-network providers.

186. Upon information and belief, the Assignors to the Plaintiffs, and/or their employers, believed that since the out-of-network providers were being reimbursed at a higher maximum allowable amount, these providers would from time to time be able to provide more time, more personalized service, a more specialized service, and/or possibly better quality healthcare than in-network providers. For these reasons the Assignors to Plaintiffs, and/or their employers, were willing to pay higher premiums and except a higher out-of-pocket coinsurance amount.

187. The Assignors to the Plaintiffs are third party beneficiaries of the group policies and/or health plans.

188. By its actions outlined in this Count above, the Defendants breached their contract with the Assignors to the Plaintiffs.

189. Both the Plaintiffs and the Assignors to the Plaintiffs have been injured as a direct result of the Defendants' actions described herein.

COUNT EIGHT

(Unfair Trade Practice in Violation of 33-6-4(b)(8)(A)(ii) Regarding Group Policies)

190. Plaintiffs repeat and incorporate paragraphs 1 through 189 above as if fully set forth herein.

191. Official Code of Georgia § 33-6-4(b)(8)(A)(ii) provides that it shall be an unfair method of competition, and an unfair and deceptive act or practice in the business of insurance when an entity licensed under Title 33 of the Official Code of Georgia performs an act that constitutes:

(ii) Making or permitting any unfair discrimination between individuals of the same class and of essentially the same hazard in the amount of premium, policy fees, or rates charged for any policy or contract of accident or sickness insurance, in the benefits payable thereunder, in any of the terms or conditions of the contract, or in any other manner whatever.

192. By having a maximum allowable amount for out-of-network healthcare providers that is not greater than the maximum allowable amount for in-network health care providers, the Defendants have created a situation in which there is essentially no difference in an accident and sickness policy that allows out-of-network benefits versus and accident and sickness policy that only allows in-network benefits.

193. The conduct described above, has the effect of unfairly discriminating against the Assignors to the Plaintiffs, and/or their employers, by treating them different and charging different amounts of premium from other individuals that do not have out-of-network benefits.

194. The Plaintiffs and the Assignors to the Plaintiffs have been injured as a direct result of the Defendants' actions described herein.

COUNT NINE
(Misrepresentation by Defendants Regarding Other Group Plans)

195. Plaintiffs repeat and incorporate paragraphs 1 through 194 above as if fully set forth herein.

196. Upon information and belief, the Defendants are the claims administrators and/or the plan administrators for various other employer sponsored health benefit plans that may not be covered by Title 33.

197. Many of the Assignors to the Plaintiffs are plan participants and/or the beneficiaries of said plans.

198. The Provider Plaintiffs are Assignees of the plan participants, and/or the beneficiaries, of said plans.

199. Plaintiff Alliance Medical is a duly appointed Representative of the plan participants and/or the beneficiaries of said plans.

200. These plans offer out-of-network benefits from the Defendants.

201. The marketing materials regarding plans were prepared (either in whole or in part) and/or were distributed by the Defendants.

202. As a result of the Defendants' misrepresentation in the marketing of these plans, the Assignors to the Plaintiffs, the plan participants, and/or the employers of the plan participants incurred additional expenses in premium and/or fees.

203. As a result of the Defendants' misrepresentation in the marketing of these plans, the Assignors to the Plaintiffs, the plan participants, and/or the employers of the plan participants incurred higher co-insurance amounts.

204. Upon information and belief these actuarial assumptions and/or representations were made to justify the need to charge a higher premium for the plans that offer out-of-network benefits.

205. Upon information and belief, the Defendants then began marketing said plans to employer groups in general. These plans have been and/or are still being sold in the state of Georgia.

206. Upon information and belief, the Defendants provided to the plan sponsors and/or their employees statements regarding actuarial assumptions that the Defendants would be making payments based upon higher maximum allowable amounts to out-of-network healthcare providers versus an alleged lower amount being paid to in-network providers.

207. Upon information and belief, the Defendants, directly and/or indirectly, made representations to the Assignors to the Plaintiffs, and/or their employers, that the Defendants would be reimbursing for higher maximum allowable amounts when services are rendered by out-of-network providers versus services that are rendered by in-network providers.

208. Upon information and belief, these actuarial assumptions and/or representations were made to justify the need to charge a higher premium for the plans that offer out-of-network benefits.

209. Upon information and belief, many of the plan documents instruct the Defendants to use out-of-network reimbursement rates that are higher than the maximum allowable amount actually used by the Defendants.

210. The Defendants created a maximum allowable amount that was inconsistent with the above referenced actuarial assumptions and/or representations.

211. Upon information and belief, the Defendants then began marketing said plans to employer groups in general. The Defendants sold many of these policies to the employers of the Assignors to the Plaintiffs. These plans have been and/or are still being sold in the state of Georgia.

212. Upon information and belief, the Defendants provided to the employers and/or their employees, statements regarding actuarial assumptions that the Defendants would be making payments based upon higher maximum allowable amounts to out-of-network healthcare providers thus justifying the need to charge a higher premium for this policy that offers out-of-network benefits.

213. Upon information and belief, the Defendants, directly and/or indirectly, made representations to the Assignors to the Plaintiffs, and/or their employers, that the Defendants would be reimbursing for

higher maximum allowable amounts when services are rendered by out-of-network providers versus services that are rendered by in-network providers.

214. The Defendants knew, or should have known, that they would not be reimbursing at a higher maximum allowable amount when services are rendered by out-of-network providers versus services that are rendered by in-network providers.

215. Upon information and belief, the Defendants routinely represented that health benefit plans that offered out-of-network provider benefits, were more costly for the Defendants to provide and maintain than those plans that only allowed access to in-network providers.

216. Upon information and belief, the plans that offered out-of-network benefits are actually cheaper for the Defendants to provide and maintain than the plans that only offered in-network benefits.

217. As a Claims Administrator and/or Plan Administrator, the Defendants were in a position to profit from the above representations.

218. The above representations were false and were made for the purpose of charging higher amounts to the Assignors to the Plaintiffs and/or their employers.

219. These misrepresentations by the Defendants were made for the purpose of justifying the higher premiums charged to the Assignors to the Plaintiffs and/or their employers.

220. These misrepresentations by the Defendants were made for the purpose of justifying the lower reimbursement rates and/or co-insurance provided to the Assignors to the Plaintiffs and/or their employers.

221. As a result of the Defendants misrepresentation in the marketing of these plans, Assignors to the Plaintiffs, the plan participants and their employers incurred additional expenses in premium and/or higher coinsurance amounts.

222. Plaintiffs and the Assignors to the Plaintiffs have been injured as a direct result of the Defendants' actions described herein.

COUNT TEN
(Fraud by Defendants Regarding Other Group Plans)

223. Plaintiffs repeat and incorporate paragraphs 1 through 222 above as if fully set forth herein.

224. The above representations were false and were made for the purpose of charging higher amounts and thus constitute an act of fraud upon the Assignors to the Plaintiffs and/or their employers.

225. As a result of the Defendants misrepresentation and fraud in the marketing of these plans, the plan participants incurred additional expenses in premium and/or higher coinsurance amounts.

226. Upon information and belief, the purpose of this fraud was to provide the Defendants with an excuse and/or justification for intentionally overcharging the Assignors to the Plaintiffs, and/or their employers, for the products that allowed out-of-network benefits versus the products that were restricted to in-network benefits.

227. Upon information and belief, the purpose of this fraud was to provide the Defendants an excuse and/or justification for intentionally charging higher premiums/amounts to the Assignors to the Plaintiffs and/or their employers for the products that offered out-of-network benefits versus the more limited products that only allowed in-network benefits.

228. Upon information and belief, the purpose of this fraud was to provide the Defendants an excuse and/or justification for intentionally charging a higher co-insurance amount to the Assignors to the Plaintiffs and/or their employers for the products that offered out-of-network benefits versus the more limited products that only allowed in-network benefits.

229. The Plaintiffs and the Assignors to the Plaintiffs have been injured as a direct result of the Defendants' actions described herein.

COUNT ELEVEN

(Breach of Contract Defendants by Regarding Other Group Plans)

230. Plaintiffs repeat and incorporate paragraphs 1 through 229 above as if fully set forth herein.

231. By their actions outlined in this Count above, the Defendants breached their contractual duties to the Assignors to Plaintiffs.

232. The Plaintiffs and the Assignors to the Plaintiffs have been injured as a direct result of the Defendants' actions described herein.

COUNT TWELVE

(Theft by Deception)

233. Plaintiffs repeat and incorporate paragraphs 1 through 232 above as if fully set forth herein.

234. The Defendants, their officers, and managers failed to correct any false impression that the Assignors to Plaintiffs and/or their employers may have had.

235. The Assignors to the Plaintiffs and their employers lost money by paying higher insurance premiums and/or a higher cost for health care benefits as a direct result of Defendants' actions described herein.

236. The Assignors to the Plaintiffs and/or their employers lost money by paying higher amounts for coinsurance as a direct result of Defendants' actions described herein.

237. The Defendants' actions constitute a violation of O.C.G.A. §16-8-3.

**COUNT THIRTEEN
(Claims at Equity)**

238. Plaintiffs repeat and incorporate paragraphs 1 through 237 above as if fully set forth herein.

239. Upon information and belief, the Defendants have been unjustly enriched by the sale of individual accident and sickness insurance products that provide out-of-network benefits.

240. Upon information and belief, the Defendants have been unjustly enriched by the sale of group accident and sickness insurance products that provide out-of-network benefits.

241. Upon information and belief, the Defendants have been unjustly enriched in the manner that they have serviced and/or provided administration services to the for various other employer sponsored health benefit plans that may not be covered by Title 33.

**COUNT FOURTEEN
(CONSPIRACY-RICO)**

242. Plaintiffs repeat and incorporate paragraphs 1 through 241 above as if fully set forth herein.

243. Defendant Blue Cross Blue Shield Healthcare Plan of Georgia, Inc. provides accident and sickness policies and/or health benefit plans that primarily provide in-network only benefits to the exclusion of out-of-network benefits.

244. Defendant Blue Cross Blue Shield Healthcare Plan of Georgia, Inc. provides administration services for accident and sickness policies and/or health benefit plans that primarily provide in-network only benefits to the exclusion of out-of-network benefits.

245. Defendant Blue Cross and Blue Shield of Georgia, Inc. provides accident and sickness policies and/or health benefit plans that primarily allow the consumer, plan participant, and/or beneficiary to have the flexibility of choosing either in-network providers or out-of-network providers.

246. Defendant Blue Cross and Blue Shield of Georgia, Inc. provides administration services for accident and sickness policies and/or health benefit plans that primarily allow the consumer, plan participant, and/or beneficiary to have the flexibility of choosing either in-network providers or out-of-network providers.

247. Defendant Anthem, Inc. is the parent company and the controlling party of Defendant Blue Cross and Blue Shield of Georgia, Inc., and the parent company of Defendant Blue Cross Blue Shield Healthcare Plan of Georgia, Inc.

248. The Defendants routinely share, integrate, and/or co-mingle employees, managers, officers, directors, resources, data systems, support services, legal services, and/or assets among each other.

249. The Defendants routinely act, and have acted, in concert with each other to devise, create, orchestrate, effectuate, execute, and/or carry out common goals.

250. These common goals by their nature are mutually beneficial to the various Defendants.

251. These common goals by their nature are ultimately beneficial to Defendant Anthem, Inc. in that it is the parent and the sole shareholder of Defendants Blue Cross and Blue Shield of Georgia, Inc. and Blue Cross Blue Shield Healthcare Plan of Georgia, Inc.

252. Upon information and belief, two or more of the Defendants coordinated, and/or conspired to create and/or maintain a scheme to put forth the illusion that out-network-benefits would be more costly to the Defendants than in-network benefits.

253. By creating the illusion that out-of-network benefits are more costly to the Defendants than in-network benefits, the Defendants would be able to justify charging higher premiums for their out-of-network products and/or services.

254. By creating the illusion that out-of-network benefits are more costly to the Defendants than in-network benefits, the Defendants would be able to justify shifting significantly more of the coinsurance financial obligations away from the Defendants and to the consumer, plan participant, and/or employer for their out-of-network products and/or services.

255. The Assignors to the Plaintiffs and/or their employers, as well as the general public of the state of Georgia at large, were the intended target of the conduct of the Defendants contained herein.

256. The conduct and wrongdoings alleged herein were condoned by the officers and/or management of the various Defendants.

257. The officers and/or management of the various Defendants were complicit in the conduct and wrongdoings alleged herein.

258. The conduct and wrongdoings alleged herein were for the common benefit of the business enterprise that jointly included each of the various Defendants.

259. The conduct and wrongdoings alleged herein were committed over a substantial period of time by the Defendants.

260. The conduct and wrongdoings alleged herein formed a pattern of activity on the part of the Defendants.

261. The conduct and wrongdoings alleged herein were pervasive among the various Defendants.

262. Without correction by this Court, there is a reasonable likelihood that the Defendants will commit the conduct and wrongdoings alleged in this Complaint in the future.

263. The various Defendants have derived unlawful proceeds from their activities, and said monies should be disgorged from the various Defendants.

264. The Plaintiffs and the Assignors to the Plaintiffs have been injured as a direct result of the Defendants' actions described herein.

265. The Defendants actions constitute a conspiracy to misrepresent, defraud, breach contracts, and/or harm the Assignors of the Plaintiffs, their employers, their plan sponsors, and the public at large.

266. The Defendants actions constitute a violation of O.C.G.A. § 16-14-1 *et seq.* (Georgia's RICO Statute).

CLASS ACTION ALLEGATIONS

267. The Plaintiffs bring this action as a class-action on behalf of the following class:

All policyholders, certificate holders, and beneficiaries of accident and sickness and/or health benefit policies/plans that were issued in the state of Georgia and who have paid premiums for said policies/plans that allow out-of-network benefits. All policyholders, certificate holders, and beneficiaries of accident and sickness and/or health benefit policies/plans that were issued in the state of Georgia and who have incurred higher coinsurance cost for said policies/plans that allow out-of-network benefits.

268. Upon information and belief, the class includes hundreds of thousands of members. Joinder of all class members is impractical.

269. There are questions of law and fact, to the class, including without limitation the following:
- a. Whether any of the Defendants, either directly or indirectly, made misrepresentations to class members;
 - b. Whether any of the Defendants, either directly or indirectly, committed acts of fraud upon the class members;
 - c. Whether any of the Defendants have breached their contracts with class members;
 - d. Whether any of the Defendants have committed an unfair trade practices;
 - e. Whether any of the Defendants have been unjustly enriched;
 - f. Whether the Defendants have acted in a systematic nature;
 - g. Whether the Defendants have acted in concert with each other and/or other individuals;
 - h. Whether the defendants have conspired with one another and/or with other individuals; and
 - i. Other relevant questions of law and fact.

270. Plaintiffs' claims are typical of the claims of the members of the class. All of the claims are based upon the same facts, practices, and legal theories.

271. Plaintiffs and their counsel fairly and adequately represent the interests of the members of the Class. Plaintiffs do not have any interest that conflict with the interests of the members of the Class, and their attorneys possess the experience, expertise, and resources necessary to prosecute this action is a class-action.

272. The questions of law and fact affecting class members as a group predominate over any questions affecting only individual class members.

273. A class-action is superior to other available methods for the fair and efficient adjudication of the controversy in this case, considering: (a) prosecution of separate actions by individual class members would not be efficient or economically feasible due to the modest amount in controversy for individual class members; (b) the absence of any other pending litigation involving the claims asserted in this action; (c) desirability of concentrating this action in one particular form; and (d) the absence of any foreseeable difficulties in managing this action as a class-action.

PRAYERS FOR RELIEF

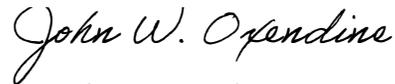
WHEREFORE, the Plaintiffs demand the following relief:

- a. a trial by jury;
- b. that this case be certified to proceed as a class action;
- c. a judgment against all Defendants for such sums as the evidence shall show them to be justly entitled to recover as compensatory damages;

- d. a judgment against all Defendants for such sums as the evidence shall show them to be justly entitled to recover as special damages;
- e. a judgment against all Defendants for such sums as the evidence shall show them to be justly entitled to recover as punitive damages as a deterrent in an amount sufficient to keep such wrongful conduct from being repeated;
- f. that all premiums and/or charges for health care plans that are determined to be excessive, improper, or fraudulent be disgorged from all Defendants;
- g. that all monies saved by all of the Defendants by having a lower coinsurance obligation be disgorged from all of the Defendants;
- h. that all damages be trebled, as the evidence shall show the Plaintiffs to be justly entitled to recover pursuant to OCGA § 16-14-6;
- i. litigation expenses including attorney's fees;
- j. all costs; and
- k. interest on all awards, if applicable; and
- l. that the Court awards such other relief that the Court deems appropriate.

Respectfully submitted this 20th day of July, 2015.

John Oxendine, P. C.



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