

physician's assistants as though they were performed by a doctor, with the ultimate objective of realizing increased revenue and profits. Although Plaintiff LMRMA only learned of this conspiracy recently, it began years ago.

177. Each of Defendants took overt acts in furtherance of the conspiracy, namely, promulgating policies that required TeamHealth employee responsible for coding insurance claims to upcode those claims; shielding the upcoding conduct from visibility to TeamHealth's own physicians and midlevel providers; aggressively billing payors on the inflated claims; and aggressively engaging in collection and litigation on its bills.

178. Defendants knew that their policies would lead to a pattern and practice of submitting false and inflated claims to Plaintiff and others similarly situated, for the purpose of obtaining money from those payors by inciting them to rely on and pay based on materially false and fraudulent representations, all through the use of the mail and interstate wire transmittals within the meaning of RICO, in furtherance of the scheme.

179. TeamHealth's upcoding scheme has directly caused injury to Plaintiff, who suffers injury each time the Plan pays a health insurance claim in reliance on TeamHealth's coding, where the CPT code on that claim does not accurately represent the service actually provided.

180. Plaintiff's damages consist of the difference between the amount that they actually paid TeamHealth on each upcoded health insurance claim and the amount that they would have paid if the underlying medical services had been properly coded and paid.

181. By virtue of these violations of 18 U.S.C. § 1962(c), and pursuant to 18 U.S.C. § 1964(c), TeamHealth is liable to Plaintiff for three times the damage that Plaintiff and the class sustained, plus the cost of bringing this suit, including reasonable attorneys' fees.

182. Plaintiff also seeks equitable and injunctive relief requiring TeamHealth to alter its current policies incentivizing upcoding, retrain its coding staff to properly code medical records rather than systematically upcoding medical records, and submit to a regular audit of its coding practices by an independent monitor, with all costs to be paid by TeamHealth. Absent such an injunction, TeamHealth's upcoding is likely to continue.

COUNT III
UNJUST ENRICHMENT

183. Plaintiff incorporates by reference the allegations in each of the preceding paragraphs 1 through 182 as if fully set forth herein.

184. Plaintiff and its assignors have repeatedly conferred benefits on TeamHealth, namely, in the form of making payments for services purportedly rendered by TeamHealth to Plaintiff's health care coverage enrollees.

185. During the pertinent times, TeamHealth received and appreciated those benefits; it was aware that Plaintiff was making payments to it for services purportedly rendered.

186. Retention of these conferred benefits by TeamHealth without adequate compensation would be unjust and inequitable under the circumstances because the amount of the payment materially exceeded the value of the service for which the billing was sent, namely, provision of medical services to Plaintiff's enrollees.

187. Plaintiff and its assignors are not in contractual privity with TeamHealth. There is therefore no means for Plaintiff to secure contractual recovery of the benefits it has conferred on TeamHealth.

188. Furthermore, all similarly situated class member payors are likewise entitled to restitution or damages as a result of TeamHealth's unjust enrichment.

COUNT IV
EQUITABLE, DECLARATORY, INJUNCTIVE RELIEF

189. Plaintiff incorporates by reference the allegations in each of the preceding paragraphs 1 through 188 as if fully set forth herein.

190. Under the facts presented, it would be appropriate for this Court to award interim or ultimate declaratory, injunctive and equitable relief or remedies in this matter, including:

- a. Enter declaratory, equitable, and injunctive relief requiring Defendants to alter current policies regarding upcoding, retrain coding staff to properly code medical claims rather than systematically upcode medical claims, and submit to a regular audit of its coding practices by an independent monitor, with all costs to be paid by TeamHealth;
- b. Appointment of a special master to preside over discovery and data sampling issues as may be necessary;
- c. An order of reformation of Defendants' policies and practices that have combined to create numerous instances of fraudulent overbilling; and/or
- d. An order of disgorgement, restitution and for recoupment of all overpayments improperly obtained by Defendants at any time since the first commencement of their overbilling scheme.

DEMAND FOR JURY TRIAL

Plaintiff requests a jury trial of all issues properly triable by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court grant the following relief:

1. Certify the matter as a class action;
2. Appoint Plaintiff as the class representative and appoint the undersigned counsel to be class co-counsel herein;
3. Enter judgment in favor of Plaintiff on all counts of this Complaint;
4. Award Plaintiff and class members money damages, in an amount to be proven at trial, of at least \$5,000,000, including but not limited to any applicable award of treble damages pursuant to RICO, 18 U.S.C. § 1965(c), or as otherwise permitted by law;
5. Enter declaratory, equitable and injunctive relief requiring TeamHealth to disgorge all ill-gotten gains and unjust enrichment monies; and requiring TeamHealth to alter its current policies regarding upcoding, retrain its coding staff to properly code medical claims rather than systematically upcode medical claims, and submit to a regular audit of its coding practices by an independent monitor, with all costs to be paid by TeamHealth;
6. Award Plaintiff and class members their costs, expenses, and reasonable attorneys' fees incurred in this action as permitted by law;
7. Award Plaintiff and class members all pre- and post-judgment interest to the maximum extent permitted by law; and
8. Award such other relief as this Court deems just and proper.

Dated: March 29, 2023

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**Motions for pro hac vice admission forthcoming*

