

IN THE STATE COURT OF CARROLL COUNTY  
STATE OF GEORGIA

STATE OF GEORGIA *ex rel.* :  
 :  
RANDY T. WARNER, : CIVIL ACTION FILE NO. \_\_\_\_\_  
 :  
Plaintiff-Relator, :  
 :  
v. : FILED UNDER SEAL  
 : pursuant to  
TANNER MEDICAL CENTER, INC. : O.C.G.A. § 49-4-168.2  
 :  
Defendant. :  
\_\_\_\_\_

COMPLAINT FOR DAMAGES ARISING FROM VIOLATIONS OF  
THE GEORGIA FALSE MEDICAID CLAIMS ACT

COMES NOW RANDY T. WARNER, (the "Plaintiff" or "Relator"),  
by and through counsel, and brings this False Claims Act  
Complaint on behalf of the State of Georgia, against Tanner  
Medical Center, Inc., (the "Defendant"). This action is brought  
by the Plaintiff to recover civil penalties and treble damages  
under the Georgia False Medicaid Claims Act (the "GAFMCA"),  
O.C.G.A. §49-4-168.1.

INTRODUCTION

1.

This is an action to recover treble damages and civil  
penalties on behalf of the State of Georgia arising from false  
and/or fraudulent statements, records, and claims made, or

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CLERK STATE COURT  
CARROLL COUNTY GEORGIA

caused to be made, by the Defendant, or its agents and employees.

2.

This false claims case is brought against the Defendant for submitting and/or causing the submission of false claims to Medicaid, 42 U.S.C. § 1396, et seq., by knowingly: presenting or causing to be presented to the Georgia Medicaid program a false or fraudulent claim for payment or approval, portions of which the Defendant was not authorized to bill or collect; making, using, or causing to be made or used a false record or statement material to a false or fraudulent claim; conspiring to defraud the Georgia Medicaid program by getting a false or fraudulent claim allowed or paid.

JURISDICTION AND VENUE

3.

This action arises under the Georgia False Medicaid Claims Act, as amended, O.C.G.A. § 49-4-168, et seq. This Court has subject matter jurisdiction over this action.

4.

Venue is proper because the Defendant resides, or has its principal place of business in this county, and the Defendant transacts business and has committed acts in violation of O.C.G.A. § 49-4-168, et seq., in this county.

## THE PARTIES

5.

The Relator-Plaintiff, Randy T. Warner, is an adult citizen and resident of the State of Georgia. The Relator, a practicing Psychiatrist in the State of Georgia who runs a private practice, has had medical privileges at the Defendant's Tanner Medical Center, located in Villa Rica, Georgia, since 2004, and has had privileges at Defendant's Willowbrooke treatment facility, also located in Villa Rica, Georgia, since 2009. Since the Relator's practice is independently owned by him, he bills Medicaid directly for the services he provides at the Defendant's Tanner Medical Center and Willowbrooke treatment facility. The Relator is responsible for the day-to-day operations of his practice, including, but not limited to, scheduling and seeing patients, admitting patients to the hospital or treatment facility, and billing for his services. The Relator has independent knowledge of all of the allegations against the Defendant and is the original source of the allegations contained in this Complaint. At the time of the filing of this Complaint under seal, the Relator made a disclosure of all material evidence and information in his possession to the Attorney General of Georgia, as required by O.C.G.A. § 49-4-168.2(c)(1).

6.

The Defendant Tanner Medical Center, Inc., is a non-profit, domestic corporation with its principal place of business located in Carroll County, Georgia. The Defendant's corporate office is located at 705 Dixie Street, Carrollton, Georgia 30117.

STATUTORY AND REGULATORY FRAMEWORK  
AND FACTS SUPPORTING RELATOR'S CLAIMS

7.

**The Georgia False Medicaid Claims Act ("GAFMCA")**

The GAFMCA provides that any person who knowingly makes or causes to be made any false statement or representation of a material fact for use in determining the right to payment from the Georgia Medicaid Program is liable for a civil penalty of between five thousand five hundred dollars (\$5,500.00) and eleven thousand dollars (\$11,000.00) for each violation, plus three (3) times the amount of all payments judicially found to have been fraudulently received from Medicaid, or its fiscal agents because of that person. O.C.G.A. § 49-4-168.1. The GAFMCA defines "knowingly" to mean that a person "has actual knowledge of the information, or acts in deliberate ignorance or reckless disregard of the truth or falsity of the information. O.C.G.A. § 49-4-168(2). As a corporation, the Defendant is included in the definition of "person." O.C.G.A. § 49-4-168(5).

8.

As a psychiatrist with privileges at the Defendant's hospital, the Relator had privileges to admit, evaluate, diagnose, and treat adults, children, and adolescents who suffer from mental, behavioral, or emotional disorders. These privileges included providing consultation with physicians in other fields regarding mental, behavioral, emotional, and geriatric psychiatric disorders. The Relator also had privileges to admit, evaluate, diagnose, and provide treatment to patients with problems related to alcoholism and other drug dependencies. These privileges were extended to the Defendant's Willowbrooke facility in 2009.

9.

Prior to 2008, the Relator became aware that the Defendant, through its agents and employees at the Defendant's internal billing department, was billing Medicaid, through a company named Magellan Behavioral Health Systems, LLC ("Magellan"), for services rendered by the Relator at Defendant's facilities, when they had no authority to do so. Because of this practice by the Defendant, when the Relator submitted his bills for services they were denied with the code D29. According to the Explanation of Payment ("EOP") provided by Magellan, the D29 code states that: *"Payment for these charges is included in the*

amount, if any, payable to the facility per our contract with the facility. Under our guidelines, the claim has been denied..." There are no services which the Relator provides to his patients that would be payable to the Defendant's facility.

10.

The Relator, through his attorney at the time, Terri Ellis Brown, Esq., alerted the Defendant in September, 2008, to the fact that he was not getting paid for some of the services he provided at the Defendant's hospital. The Defendant responded, through its attorney, Steven T. Minor, Esq., (a courtesy copy of this letter was sent to Ms. Stephanie Yates and Mr. Wayne Senfeld, as representatives of the Defendant), that this was the first indication to the Defendant that the Relator had not been paid for the services he had rendered. Attorney Minor's letter also referenced the Defendant's position that the Defendant's inability to reimburse the Relator for his services was initially caused by the Relator's refusal to sign a contract with the Defendant for inclusion in Magellan's intensive outpatient program. The Relator refused to sign this contract because it would have allowed the Defendant to bill for the Relator's services, even though the Relator was not an employee, or captive physician of the Defendant. At all relevant times, the Defendant was aware that it was submitting false or fraudulent claims in spite of the fact that the Relator had

refused to sign a contract allowing the Defendant to bill for the Relator's services. The Relator refused to sign the contract because he believed it would have allowed the Defendant to bill for the Relator's services for a full week, while only paying the Relator for one to three dates of service per week at below the market value for said services. The Relator felt that the contract would have shaved his profits and provided his patients with less quality care, while at the same time allowing the Defendant to bill as if the patient had been seen every day of the week while in the program.

11.

In spite of the fact that the Relator never signed a contract allowing the Defendant to bill for any of his services, it came to the attention of the Relator that the Defendant continued to bill for some of his services, which prevented the Relator from collecting for those services which he had rendered at the Defendant's hospital and Willowbrooke facility. During the course of an audit to find out why he was missing money from his books, the Relator hired Ms. Kelly M. Shea to review the documents showing the EOPs the Relator was able to obtain from Magellan. The initial review by Ms. Shea showed that the Defendant had submitted over 350 false claims to Magellan for services the Relator had provided on behalf of Medicaid patients at the Defendant's facilities. The Defendant accomplished this

by not only billing for the services provided by the Defendant's facilities, but by billing for some of the Relator's provided services as well, which, in essence, allowed the Defendant to receive compensation from Medicaid for services it had not rendered.

12.

The Defendant's plan to defraud the Medicaid program by submitting claims for services it did not provide, was accomplished through selectively including the billing for the Relator's provided services in the totals for different patients for which the Defendant submitted bills. The Defendant's tactics of billing for the Relator's provided services in a selective fashion was designed to conceal the fact that the Defendant was receiving payments for the Relator's provided services by intermittently charging different patients for some of the services the Relator provided.

13.

Through additional auditing of the bills the Relator received from Magellan, he has been able to determine that the Defendant fraudulently submitted bills to Medicaid through Magellan for 178 separate individuals from January, 2007, through December, 2012, in which the Defendant received payment for the Relator's provided services and fraudulently billed Medicaid.



As related to fraudulent billing that is within the six year statute of limitations, specifically, since July, 2008, **530 fraudulent bills** were submitted by the Defendant to Magellan for services provided by the Relator on behalf of the following 136 individuals who were covered by Medicaid:

(1) C.A.: 2 claims for services rendered to this patient by the Relator on 12/19/2012 and 12/21/2012, for whom the Relator expected to receive \$212.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(2) A.B.: 1 claim for services rendered to this patient by the Relator on 3/27/2009, for whom the Relator expected to receive \$106.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(3) D.B.: 1 claim for services rendered to this patient by the Relator on 4/19/2011, for whom the Relator expected to receive \$67.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(4) K.Be.: 7 claims for services rendered to this patient by the Relator on 5/11/2012, 5/14/2012, 5/15/2012, 5/16/2012, 5/17/2012, 5/18/2012, and 5/30/2012, for whom the Relator expected to receive \$469.00, for which he was denied payment and

for which the Defendant received all or a portion of the payments.

(5) E.B.: 1 claim for services rendered to this patient by the Relator on 12/11/2008, for whom the Relator expected to receive \$133.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(6) M.B.: 4 claims for services rendered to this patient by the Relator on 1/12/2009, 1/13/2009, 1/14/2009, and 11/3/2009, for whom the Relator expected to receive \$424.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(7) K.Br.: 6 claims for services rendered to this patient by the Relator on 10/30/2012, 11/1/2012, 11/2/2012, 11/5/2012, 11/6/2012, and 11/7/2012, for whom the Relator expected to receive \$519.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(8) J.B.: 5 claims for services rendered to this patient by the Relator on 2/10/2009, 2/11/2009, 2/13/2009, 3/10/2009, and 3/11/2009, for whom the Relator expected to receive \$319.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(9) K.Bu.: 3 claims for services rendered to this patient by the Relator on 4/1/2009, 4/29/2009, and 5/1/2009, for whom the Relator expected to receive \$306.00, for which he was denied

payment and for which the Defendant received all or a portion of the payments.

(10) C.B.: 2 claims for services rendered to this patient by the Relator on 12/9/2008 and 12/12/2008, for whom the Relator expected to receive \$134.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(11) P.Ca.: 2 claims for services rendered to this patient by the Relator on 7/11/2010 and 7/12/2010, for whom the Relator expected to receive \$134.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(12) B.Ca.: 5 claims for services rendered to this patient by the Relator on 2/18/2009, 2/19/2009, 2/23/2009, 2/24/2009, and 3/5/2009, for whom the Relator expected to receive \$342.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(13) K.Ca.: 8 claims for services rendered to this patient by the Relator on 12/1/2008, 12/2/2008, 12/3/2008, 12/5/2008, 12/8/2008, 12/9/2008, 12/10/2008, 12/11/2008, for whom the Relator expected to receive \$614.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(14) M.Ca.: 1 claim for services rendered to this patient by the Relator on 7/23/2008, for whom the Relator expected to receive \$106.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(15) P.Ch.: 5 claims for services rendered to this patient by the Relator on 7/1/2008, 7/2/2008, 7/3/2008, 7/28/2008, and 7/31/2008, for whom the Relator expected to receive \$530.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(16) T.C.: 1 claim for services rendered to this patient by the Relator on 1/9/2009, for whom the Relator expected to receive \$67.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(17) R.C.: 1 claim for services rendered to this patient by the Relator on 10/9/2008, for whom the Relator expected to receive \$106.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(18) S.Cl.: 2 claims for services rendered to this patient by the Relator on 6/4/2010 and 6/7/2010, for whom the Relator expected to receive \$200.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(19) B.Co.: 3 claims for services rendered to this patient by the Relator on 5/27/2010, 5/28/2010, and 6/3/2010, for whom

the Relator expected to receive \$177.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(20) M.Co.: 2 claims for services rendered to this patient by the Relator on 2/3/2010 and 2/5/2010, for whom the Relator expected to receive \$134.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(21) K.Co.: 6 claims for services rendered to this patient by the Relator on 7/13/2010, 7/16/2010, 7/19/2010, 7/20/2010, 7/22/2010, and 7/23/2010, for whom the Relator expected to receive \$370.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(22) C.C.: 4 claims for services rendered to this patient by the Relator on 11/19/2012, 11/20/2012, 11/26/2012, and 11/27/2012, for whom the Relator expected to receive \$268.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(23) S.Cu.: 6 claims for services rendered to this patient by the Relator on 3/30/2010, 3/31/2010, 4/1/2010, 4/9/2010, 4/12/2010, and 4/16/2010, for whom the Relator expected to receive \$402.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(24) C.D.: 9 claims for services rendered to this patient by the Relator on 6/15/2012, 6/18/2012, 6/20/2012, 6/21/2012, 6/25/2012, 6/27/2012, 7/9/2012, 7/11/2012, and 7/12/2012, for whom the Relator expected to receive \$603.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(25) J.D.: 1 claim for services rendered to this patient by the Relator on 1/7/2009, for whom the Relator expected to receive \$67.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(26) S.D.: 1 claim for services rendered to this patient by the Relator on 4/29/2010, for whom the Relator expected to receive \$106.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(27) K.Do.: 2 claims for services rendered to this patient by the Relator on 11/9/2011 and 11/10/2011, for whom the Relator expected to receive \$134.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(28) L.D.: 8 claims for services rendered to this patient by the Relator on 2/2/2012, 7/9/2012, 7/10/2012, 7/12/2012, 7/16/2012, 7/17/2012, 7/25/2012, and 7/31/2012, for whom the Relator expected to receive \$602.00, for which he was denied

payment and for which the Defendant received all or a portion of the payments.

(29) G.D.: 1 claim for services rendered to this patient by the Relator on 6/30/2010, for whom the Relator expected to receive \$67.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(30) K.Du.: 1 claim for services rendered to this patient by the Relator on 7/23/2008, for whom the Relator expected to receive \$106.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(31) B.E.: 8 claims for services rendered to this patient by the Relator on 2/12/2009, 2/13/2009, 2/16/2009, 2/18/2009, 2/20/2009, 2/23/2009, 2/24/2009, and 2/25/2009, for whom the Relator expected to receive \$536.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(32) S.F.: 6 claims for services rendered to this patient by the Relator on 12/13/2011, 12/14/2011, 12/15/2011, 12/23/2011, 12/26/2011, and 12/27/2011, for whom the Relator expected to receive \$402.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(33) A.Fic.: 5 claims for services rendered to this patient by the Relator on 2/5/2009, 2/6/2009, 2/10/2009, 2/11/2009, and

2/12/2009, for whom the Relator expected to receive \$295.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(34) A.Fit.: 2 claims for services rendered to this patient by the Relator on 10/1/2009 and 10/2/2009, for whom the Relator expected to receive \$134.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(35) L.F.: 4 claims for services rendered to this patient by the Relator on 2/24/2009, 7/9/2010, 7/13/2010, and 7/14/2010, for whom the Relator expected to receive \$373.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(36) A.Fl.: 2 claims for services rendered to this patient by the Relator on 11/17/2008 and 11/18/2008, for whom the Relator expected to receive \$134.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(37) D.F.: 3 claims for services rendered to this patient by the Relator on 11/19/2012, 11/20/2012, and 11/26/2012, for whom the Relator expected to receive \$201.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.



(38) J.F.: 1 claim for services rendered to this patient by the Relator on 3/19/2010, for whom the Relator expected to receive \$133.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(39) S.Ga.: 8 claims for services rendered to this patient by the Relator on 12/11/2008, 12/12/2008, 12/15/2008, 12/16/2008, 12/17/2008, 12/18/2008, 12/19/2008, and 12/23/2008, for whom the Relator expected to receive \$653.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(40) C.Gi.: 1 claim for services rendered to this patient by the Relator on 7/5/2010, for whom the Relator expected to receive \$67.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(41) N.G.: 3 claims for services rendered to this patient by the Relator on 7/13/2010, 7/14/2010, and 7/15/2010, for whom the Relator expected to receive \$201.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(42) A.Gol.: 1 claim for services rendered to this patient by the Relator on 9/17/2010, for whom the Relator expected to receive \$67.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(43) M.Go.: 7 claims for services rendered to this patient by the Relator on 11/15/2011, 11/16/2011, 11/17/2011, 11/18/2011, 11/21/2011, 11/22/2011, and 11/23/2011, for whom the Relator expected to receive \$469.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(44) A.Gos.: 1 claim for services rendered to this patient by the Relator on 12/19/2008, for whom the Relator expected to receive \$67.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(45) C.Gr.: 4 claims for services rendered to this patient by the Relator on 2/23/2009, 2/25/2009, 2/26/2009, and 3/5/2009, for whom the Relator expected to receive \$260.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(46) S.Gr.: 7 claims for services rendered to this patient by the Relator on 7/9/2012, 7/10/2012, 7/11/2012, 7/12/2012, 7/17/2012, 7/31/2012, and 8/1/2012, for whom the Relator expected to receive \$535.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(47) M.Gu.: 10 claims for services rendered to this patient by the Relator on 12/3/2008, 12/4/2008, 12/9/2008, 12/10/2008, 12/11/2008, 12/12/2008, 12/15/2008, 1/29/2009, 1/30/2009, and

2/2/2009, for whom the Relator expected to receive \$853.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(48) M.Har.: 5 claims for services rendered to this patient by the Relator on 7/30/2012, 7/31/2012, 8/2/2012, 8/8/2012, and 8/9/2012, for whom the Relator expected to receive \$335.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(49) G.H.: 10 claims for services rendered to this patient by the Relator on 10/1/2012, 10/2/2012, 10/3/2012, 10/4/2012, 10/5/2012, 10/8/2012, 10/10/2012, 10/11/2012, 10/12/2012, and 10/16/2012, for whom the Relator expected to receive \$670.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(50) M.Hay.: 3 claims for services rendered to this patient by the Relator on 8/19/2011, 8/22/2011, and 8/23/2011, for whom the Relator expected to receive \$201.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(51) V.H.: 2 claims for services rendered to this patient by the Relator on 2/9/2012 and 2/10/2012, for whom the Relator expected to receive \$134.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(52) A.H.: 1 claim for services rendered to this patient by the Relator on 5/31/2012, for whom the Relator expected to receive \$67.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(53) J.H.: 3 claims for services rendered to this patient by the Relator on 4/7/2010, 4/12/2010, and 4/22/2010, for whom the Relator expected to receive \$267.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(54) M.Hi.: 8 claims for services rendered to this patient by the Relator on 4/29/2010, 5/3/2010, 5/5/2010, 5/7/2010, 5/11/2010, 5/17/2010, 5/18/2010, and 5/19/2010, for whom the Relator expected to receive \$536.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(55) D.H.: 3 claims for services rendered to this patient by the Relator on 11/12/2012, 11/19/2012, and 11/20/2012, for whom the Relator expected to receive \$201.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(56) H.Ho.: 2 claims for services rendered to this patient by the Relator on 4/16/2009 and 4/17/2009, for whom the Relator expected to receive \$200.00, for which he was denied payment and

for which the Defendant received all or a portion of the payments.

(57) L.H.: 3 claims for services rendered to this patient by the Relator on 1/4/2012, 1/9/2012, and 1/10/2012, for whom the Relator expected to receive \$201.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(58) H.Hu.: 1 claim for services rendered to this patient by the Relator on 3/11/2009, for whom the Relator expected to receive \$106.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(59) C.I.: 1 claim for services rendered to this patient by the Relator on 10/4/2010, for whom the Relator expected to receive \$67.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(60) E.J.: 2 claims for services rendered to this patient by the Relator on 2/9/2012 and 2/15/2012, for whom the Relator expected to receive \$134.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(61) K.J.: 6 claims for services rendered to this patient by the Relator on 8/22/2011, 8/23/2011, 8/24/2011, 8/25/2011, 8/29/2011, and 9/1/2011, for whom the Relator expected to

receive \$378.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(62) M.Ja.: 2 claims for services rendered to this patient by the Relator on 12/18/2012 and 12/20/2012, for whom the Relator expected to receive \$212.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(63) D.J.: 17 claims for services rendered to this patient by the Relator on 6/30/2009, 7/1/2009, 7/2/2009, 7/3/2009, 7/6/2009, 7/7/2009, 7/8/2009, 7/9/2009, 7/13/2009, 7/14/2009, 7/16/2009, 7/17/2009, 7/20/2009, 7/21/2009, 7/28/2009, 7/30/2009, and 8/3/2009, for whom the Relator expected to receive \$1,205.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(64) M.Jo.: 2 claims for services rendered to this patient by the Relator on 9/9/2010 and 10/1/2010, for whom the Relator expected to receive \$173.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(65) H.J.: 1 claim for services rendered to this patient by the Relator on 2/8/2010, for whom the Relator expected to receive \$67.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(66) J.J.: 7 claims for services rendered to this patient by the Relator on 4/16/2012, 4/17/2012, 4/19/2012, 4/24/2012, 4/25/2012, 4/26/2012, and 4/30/2012, for whom the Relator expected to receive \$535.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(67) B.Ka.: 1 claim for services rendered to this patient by the Relator on 6/28/2010, for whom the Relator expected to receive \$59.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(68) C.K.: 10 claims for services rendered to this patient by the Relator on 2/4/2009, 2/5/2009, 2/6/2009, 2/9/2009, 2/10/2009, 2/11/2009, 2/12/2009, 2/13/2009, 2/16/2009, and 4/6/2009, for whom the Relator expected to receive \$709.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(69) B.Ke.: 12 claims for services rendered to this patient by the Relator on 7/24/2012, 7/30/2012, 7/31/2012, 8/1/2012, 8/2/2012, 8/3/2012, 8/6/2012, 8/8/2012, 8/9/2012, 8/10/2012, 8/14/2012, and 8/15/2012, for whom the Relator expected to receive \$804.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(70) L.K.: 9 claims for services rendered to this patient by the Relator on 2/22/2010, 2/23/2010, 2/24/2010, 2/25/2010,

2/26/2010, 3/1/2010, 3/3/2010, 3/4/2010, and 7/28/2010, for whom the Relator expected to receive \$670.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(71) J.K.: 3 claims for services rendered to this patient by the Relator on 8/18/2010, 8/19/2010, and 8/20/2010, for whom the Relator expected to receive \$201.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(72) T.K.: 1 claim for services rendered to this patient by the Relator on 9/27/2010, for whom the Relator expected to receive \$106.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(73) S.L.: 8 claims for services rendered to this patient by the Relator on 11/20/2012, 11/21/2012, 11/26/2012, 11/27/2012, 11/29/2012, 11/30/2012, 12/6/2012, and 12/7/2012, for whom the Relator expected to receive \$536.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(74) P.L.: 6 claims for services rendered to this patient by the Relator on 9/30/2009, 10/8/2009, 10/9/2009, 10/14/2009, 10/16/2009, and 10/28/2009, for whom the Relator expected to receive \$402.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.



(75) C.L.: 1 claim for services rendered to this patient by the Relator on 12/30/2008, for whom the Relator expected to receive \$59.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(76) D.L.: 1 claim for services rendered to this patient by the Relator on 7/2/2008, for whom the Relator expected to receive \$106.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(77) B.L.: 2 claims for services rendered to this patient by the Relator on 4/28/2010 and 4/29/2010, for whom the Relator expected to receive \$134.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(78) I.M.: 6 claims for services rendered to this patient by the Relator on 6/21/2012, 6/22/2012, 6/25/2012, 6/26/2012, 6/27/2012, and 6/29/2012, for whom the Relator expected to receive \$402.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(79) G.M.: 1 claim for services rendered to this patient by the Relator on 2/16/2009, for whom the Relator expected to receive \$67.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(80) M.Mc.: 9 claims for services rendered to this patient by the Relator on 12/1/2011, 12/2/2011, 12/5/2011, 12/6/2011,

12/7/2011, 12/13/2011, 12/14/2011, 12/15/2011, and 12/16/2011, for whom the Relator expected to receive \$603.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(81) M.Mi.: 10 claims for services rendered to this patient by the Relator on 11/2/2012, 11/7/2012, 11/8/2012, 11/9/2012, 11/12/2012, 11/26/2012, 11/27/2012, 11/28/2012, 11/30/2012, and 12/4/2012, for whom the Relator expected to receive \$736.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(82) T.M.: 6 claims for services rendered to this patient by the Relator on 4/26/2012, 4/27/2012, 4/30/2012, 5/7/2012, 5/8/2012, and 5/9/2012, for whom the Relator expected to receive \$402.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(83) D.M.: 6 claims for services rendered to this patient by the Relator on 6/25/2012, 6/26/2012, 6/27/2012, 7/2/2012, 7/9/2012, and 7/10/2012, for whom the Relator expected to receive \$636.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(84) C.M.: 13 claims for services rendered to this patient by the Relator on 10/25/2011, 10/26/2011, 10/27/2011, 10/28/2011, 10/31/2011, 11/2/2011, 11/3/2011, 11/4/2011, 11/7/2011, 11/9/2011, 11/10/2011, 11/11/2011, and 11/14/2011,

for whom the Relator expected to receive \$937.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(85) J.Moo.: 1 claim for services rendered to this patient by the Relator on 8/15/2010, for whom the Relator expected to receive \$67.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(86) J.Mor.: 3 claims for services rendered to this patient by the Relator on 10/3/2012, 10/8/2012, and 10/9/2012, for whom the Relator expected to receive \$201.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(87) T.N.: 4 claims for services rendered to this patient by the Relator on 3/20/2012, 3/21/2012, 3/22/2012, and 3/29/2012, for whom the Relator expected to receive \$268.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(88) K.N.: 7 claims for services rendered to this patient by the Relator on 5/28/2009, 5/29/2009, 6/1/2009, 6/2/2009, 6/4/2009, 6/5/2009, and 6/8/2009, for whom the Relator expected to receive \$469.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(89) A.O.: 2 claims for services rendered to this patient by the Relator on 8/18/2010 and 8/23/2010, for whom the Relator

expected to receive \$201.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(90) D.O.: 1 claim for services rendered to this patient by the Relator on 7/8/2011, for whom the Relator expected to receive \$67.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(91) O.O.: 1 claim for services rendered to this patient by the Relator on 9/8/2010, for whom the Relator expected to receive \$67.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(92) A.Pa.: 5 claims for services rendered to this patient by the Relator on 3/2/2012, 3/5/2012, 3/6/2012, 3/7/2012, and 3/8/2012, for whom the Relator expected to receive \$530.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(93) K.P.: 7 claims for services rendered to this patient by the Relator on 6/14/2010, 6/15/2010, 6/16/2010, 6/17/2010, 6/18/2010, 6/21/2010, and 6/22/2010, for whom the Relator expected to receive \$469.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(94) T.Pe.: 4 claims for services rendered to this patient by the Relator on 8/15/2008, 9/10/2008, 9/11/2008, and

9/12/2008, for whom the Relator expected to receive \$296.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(95) A.Pel.: 1 claim for services rendered to this patient by the Relator on 2/13/2009, for whom the Relator expected to receive \$59.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(96) A.Pen.: 5 claims for services rendered to this patient by the Relator on 12/6/2011, 12/13/2011, 12/15/2011, 12/16/2011, and 12/20/2011, for whom the Relator expected to receive \$311.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(97) M.P.: 7 claims for services rendered to this patient by the Relator on 6/9/2010, 6/10/2010, 6/11/2010, 6/12/2010, 6/15/2010, 6/16/2010, and 6/22/2010, for whom the Relator expected to receive \$413.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(98) J.P.: 1 claim for services rendered to this patient by the Relator on 6/30/2010, for whom the Relator expected to receive \$59.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(99) R.P.: 2 claims for services rendered to this patient by the Relator on 1/29/2010 and 2/1/2010, for whom the Relator

expected to receive \$134.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(100) T.Pr.: 8 claims for services rendered to this patient by the Relator on 4/6/2012, 4/9/2012, 4/11/2012, 4/12/2012, 4/17/2012, 4/19/2012, 4/20/2012, and 4/25/2012, for whom the Relator expected to receive \$536.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(101) H.P.: 7 claims for services rendered to this patient by the Relator on 12/6/2012, 12/7/2012, 12/10/2012, 12/11/2012, 12/12/2012, 12/13/2012, and 12/17/2012, for whom the Relator expected to receive \$508.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(102) C.R.: 2 claims for services rendered to this patient by the Relator on 7/2/2008 and 10/22/2008, for whom the Relator expected to receive \$212.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(103) D.R.: 6 claims for services rendered to this patient by the Relator on 1/12/2010, 1/29/2010, 2/1/2010, 2/2/2010, 2/8/2010, and 2/9/2010, for whom the Relator expected to receive

\$441.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(104) M.R.: 2 claims for services rendered to this patient by the Relator on 8/25/2009 and 8/28/2009, for whom the Relator expected to receive \$118.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(105) B.S.: 3 claims for services rendered to this patient by the Relator on 8/15/2010, 8/16/2010, and 11/9/2011, for whom the Relator expected to receive \$201.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(106) D.S.: 4 claims for services rendered to this patient by the Relator on 6/4/2009, 6/5/2009, 6/10/2009, and 6/12/2009, for whom the Relator expected to receive \$268.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(107) L.S.: 1 claim for services rendered to this patient by the Relator on 3/18/2010, for whom the Relator expected to receive \$106.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(108) J.S.: 9 claims for services rendered to this patient by the Relator on 6/11/2010, 6/12/2010, 6/15/2010, 6/16/2010, 6/17/2010, 6/18/2010, 6/21/2010, 6/22/2010, and 6/28/2010, for

whom the Relator expected to receive \$603.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(109) E.S.: 2 claims for services rendered to this patient by the Relator on 3/10/2009 and 3/11/2009, for whom the Relator expected to receive \$134.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(110) A.S.: 9 claims for services rendered to this patient by the Relator on 2/10/2010, 2/12/2010, 2/17/2010, 3/19/2010, 3/23/2010, 3/26/2010, 4/9/2010, 4/14/2010, and 4/19/2010, for whom the Relator expected to receive \$735.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(111) M.S.: 5 claims for services rendered to this patient by the Relator on 7/15/2009, 7/17/2009, 7/22/2009, 7/29/2009, and 8/4/2009, for whom the Relator expected to receive \$401.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(112) T.S.: 1 claim for services rendered to this patient by the Relator on 5/26/2010, for whom the Relator expected to receive \$67.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.



(113) D.T.: 1 claim for services rendered to this patient by the Relator on 6/30/2010, for whom the Relator expected to receive \$59.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(114) M.T.: 1 claim for services rendered to this patient by the Relator on 6/30/2010, for whom the Relator expected to receive \$59.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(115) S.Ti.: 3 claims for services rendered to this patient by the Relator on 1/6/2009, 1/7/2009, and 1/8/2009, for whom the Relator expected to receive \$318.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(116) T.Ti.: 4 claims for services rendered to this patient by the Relator on 1/13/2009, 1/14/2009, 1/15/2009, and 1/26/2009, for whom the Relator expected to receive \$377.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(117) V.T.: 1 claim for services rendered to this patient by the Relator on 7/21/2008, for whom the Relator expected to receive \$106.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(118) A.T.: 1 claim for services rendered to this patient by the Relator on 11/18/2008, for whom the Relator expected to

receive \$67.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(119) C.T.: 4 claims for services rendered to this patient by the Relator on 12/4/2008, 12/5/2008, 12/8/2008, and 12/11/2008, for whom the Relator expected to receive \$268.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(120) S.Tu.: 6 claims for services rendered to this patient by the Relator on 11/19/2012, 11/20/2012, 11/21/2012, 11/26/2012, 11/27/2012, and 11/30/2012, for whom the Relator expected to receive \$402.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(121) T.Tu.: 1 claim for services rendered to this patient by the Relator on 10/22/2008, for whom the Relator expected to receive \$106.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(122) C.V.: 4 claims for services rendered to this patient by the Relator on 5/29/2012, 5/31/2012, 6/12/2012, and 6/18/2012, for whom the Relator expected to receive \$334.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(123) R.V.: 1 claim for services rendered to this patient by the Relator on 11/5/2008, for whom the Relator expected to

receive \$106.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(124) J.Wad.: 4 claims for services rendered to this patient by the Relator on 10/27/2011, 10/31/2011, 11/14/2011, and 11/22/2011, for whom the Relator expected to receive \$268.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(125) J.Wal.: 8 claims for services rendered to this patient by the Relator on 4/30/2009, 5/1/2009, 5/2/2009, 5/3/2009, 5/4/2009, 5/5/2009, 5/6/2009, and 5/7/2009, for whom the Relator expected to receive \$602.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(126) D.We.: 3 claims for services rendered to this patient by the Relator on 10/26/2011, 11/9/2011, and 11/10/2011, for whom the Relator expected to receive \$267.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(127) G.W.: 3 claims for services rendered to this patient by the Relator on 1/23/2009, 1/28/2009, and 1/29/2009, for whom the Relator expected to receive \$267.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(128) Ch.W.: 1 claim for services rendered to this patient by the Relator on 11/6/2008, for whom the Relator expected to receive \$106.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(129) Co.W.: 3 claims for services rendered to this patient by the Relator on 12/9/2008, 12/10/2008, and 12/11/2008, for whom the Relator expected to receive \$201.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(130) D.Wi.: 3 claims for services rendered to this patient by the Relator on 4/29/2009, 5/1/2009, and 5/4/2009, for whom the Relator expected to receive \$240.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(131) J.Wi.: 1 claim for services rendered to this patient by the Relator on 5/3/2010, for whom the Relator expected to receive \$106.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(132) N.W.: 1 claim for services rendered to this patient by the Relator on 8/15/2010, for whom the Relator expected to receive \$67.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(133) T.W.: 1 claim for services rendered to this patient by the Relator on 12/4/2012, for whom the Relator expected to

receive \$67.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(134) A.W.: 1 claim for services rendered to this patient by the Relator on 10/10/2012, for whom the Relator expected to receive \$67.00, for which he was denied payment and for which the Defendant received all or a portion of the payment.

(135) S.W.: 2 claims for services rendered to this patient by the Relator on 10/2/2012 and 10/3/2012, for whom the Relator expected to receive \$134.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

(136) M.W.: 4 claims for services rendered to this patient by the Relator on 8/9/2012, 8/10/2012, 8/13/2012, and 8/15/2012, for whom the Relator expected to receive \$268.00, for which he was denied payment and for which the Defendant received all or a portion of the payments.

GEORGIA FALSE CLAIMS ACT  
O.C.G.A. § 49-4-168.1

14.

Paragraphs 1 - 13 are realleged and incorporated by reference the same as if fully set forth herein.

15.

By virtue of the acts described above, the Defendant knowingly presented, or caused to be presented to the Georgia

Medicaid program false or fraudulent claims for payment or approval, all in violation of O.C.G.A. § 49-4-168.1(a).

16.

By virtue of the acts described above, the Defendant knowingly made, used, or caused to be made or used false records or statements material to false or fraudulent claims, all in violation of O.C.G.A. § 49-4-168.1(a).

17.

By virtue of the acts described above, the Defendant conspired to defraud the Georgia Medicaid program by getting false or fraudulent claims allowed or paid, all in violation of O.C.G.A. § 49-4-168.1(a).

W H E R E F O R E, the Relator prays for judgment against the Defendant and for relief as follows:

(a) for judgment to be entered in favor of the State of Georgia and against the Defendant for treble the damages sustained by the Georgia Medicaid program, as further established at trial, plus a penalty of \$11,000.00 for each false or fraudulent claim that is established at trial;

(b) for the maximum Relator award allowed under the Georgia False Medicaid Claims Act;

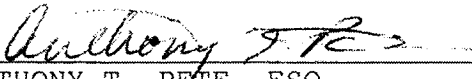
(c) for expenses, attorney's fees and costs pursuant to O.C.G.A. § 49-4-168.2(i);

(d) for declaratory and injunctive relief;

(e) for such other and further relief as the Court deems just and proper; and

(f) for a trial by jury on all issues so triable.

Respectfully submitted,

  
\_\_\_\_\_  
ANTHONY T. PETE, ESQ.  
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Attorney for the Relator

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