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## JURY TRIAL DEMANDED

*Alan J. Lee*  
CLERK SUPERIOR COURT  
CARROLL COUNTY GEORGIA

Defendant has invaded Dr. Warner's privacy by eavesdropping on a telephone conversation that Dr. Warner had with a childhood friend, by obtaining confidential financial information and photos of his alleged medications from a disgruntled former employee. Defendant has tortiously interfered with Dr. Warner's business relationship with Anita Waid, APRN ("Ms. Waid"). Defendant by its egregious misconduct, has injured Dr. Warner's reputation and has harmed Dr. Warner's career. Defendant has exposed Dr. Warner to the risk of being sued for medical negligence by interfering with his treatment of patients and by

allowing its staff not to follow Dr. Warner's medical orders. By the above stated outrageous misconduct, Defendant has intentionally inflicted emotional distress upon Dr. Warner.

In addition, Defendant has engaged in racketeering activity against Dr. Warner by fraudulently electronically billing third party payers for services rendered by Dr. Warner. And, Defendant has engaged in racketeering activity by receiving money mailed through the United States mail to a post office box in Atlanta, Georgia for services rendered by Dr. Warner that Defendant was not entitled to receive and keep.

The above claims are not based upon and do not arise from any peer review process. Accordingly, Defendant does not have any alleged peer review immunity for those claims.

With regard to Dr. Warner's claim for damages set forth in Count Five for Defendant's violation of the procedure due process rights provided by the Bylaws, Defendant is unable to satisfy the stringent criteria for immunity. Defendant's wrongful conduct giving rise to Dr. Warner's damage claims does not involve peer review matters. And Defendant's malice inspired misconduct bars any immunity under Georgia law. Thus, Defendant does not have immunity for Dr. Warner's claim set forth in Count Five.

Defendant, also, has tortiously interfered with Dr. Warner's prospective business relationships with other hospitals. And Defendant acted with malice in doing so.

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## **JURISDICTION AND VENUE**

1.

The Court has jurisdiction over the parties and the subject matter.

2.

Venue is proper in this judicial district.

## **PARTIES**

3.

Dr. Warner, at all material times, has been a physician licensed to practice medicine by the State of Georgia.

4.

Defendant Tanner Medical Center, Inc., (“Defendant”) operates several medical facilities in West Georgia, including hospitals in Carrollton, Bremen and Villa Rica, Georgia, and medical offices in Bremen, Carrollton, Franklin, Tallapoosa, Temple, and Villa Rica, and a psychiatric facility known as Willowbrooke in Villa Rica, Georgia.

## **BACKGROUND FACTS**

A.

### **DR. WARNER'S STAFF PRIVILEGES WITH DEFENDANT**

5.

Dr. Warner's medical specialty is psychiatry.

6.

Dr. Warner has had staff privileges with Defendant since late 2004 until March 8, 2013, when Defendant summarily suspended Dr. Warner's privileges.

7.

Dr. Warner's primarily hospital based medical practice, since early 2005, has been with Defendant's mental health and psychiatric services.

8.

Since Willowbrooke's inception, during April 2009, Dr. Warner has practiced at Willowbrooke until March 8, 2013.

B.

### **THE PARTIES' DIFFERENT APPROACHES TO PATIENT CARE**

9.

Dr. Warner advocates excellent patient care.



10.

Dr. Warner places his patients' care first.

11.

Dr. Warner provides excellent patient care.

12.

In contrast to Dr. Warner's patient central philosophy and practices, Defendant places profits over patients' care and safety.

13.

Defendant's care and treatment of patients at Willowbrooke is grossly substandard.

14.

Because of Defendant's gross mismanagement, Willowbrooke has had a high turnover of psychiatrists.

15.

Willowbrooke, for the past several years, has been understaffed by psychiatrists and nurses.

16.

Willowbrooke's chronic understaffing has placed patients' care and safety at risk.

17.

Defendant does not require its employee physician specialists to go to Willowbrooke to treat non-psychiatric medical needs of Willowbrooke patients.

18.

Defendant refuses to require its employee physician specialists to go to Willowbrooke to treat non-psychiatric medical needs of Willowbrooke patients, because doing so would cost Defendant for the specialists to be away from their offices for patient visits to Willowbrooke.

19.

Defendant's refusal to require its employee physician specialists to go to Willowbrooke to treat non-psychiatric medical needs of Willowbrooke patients has placed the patients' care at risk.

20.

During 2012, a minor male patient at Willowbrooke sexually assaulted ("Sexual Assault") a younger minor male patient. (The two patients collectively are hereinafter referred to as "Minor Male Patients.")

21.

The Minor Male Patients were Dr. Warner's patients.

22.

The younger Minor Male Patient was a special needs child.

23.

Dr. Warner ordered Defendant's staff to make close observational monitoring checks of the Minor Male Patients every 15 minutes and to document the monitoring.

24.

Defendant's staff failed to follow Dr. Warner's orders to monitor the Minor Male Patients every 15 minutes.

25.

Defendant's staff falsified the Minor Male Patients' medical records.

26.

Defendant's staff falsified the Minor Male Patients' medical records stating that the monitoring checks of the Minor Male Patients ordered by Dr. Warner had been conducted every 15 minutes and that nothing improper had occurred.

27.

If Defendant's staff had conducted the monitoring of the Minor Male Patients, as ordered by Dr. Warner, the Sexual Assault would not have occurred.

28.

Security cameras recorded the Sexual Assault.

29.

While the Sexual Assault was occurring, Defendant's staff failed to monitor the security cameras that recorded the Sexual Assault.

30.

If Defendant's staff had been monitoring the security cameras when the Sexual Assault was beginning, as the staff should have done, Defendant's staff could have intervened and stopped the Sexual Assault.

31.

Until the younger Minor Male Patient subsequently told his parents about the Sexual Assault, Defendant's staff, because of its failure to comply with Dr. Warner's orders to monitor the Minor Male Patients, was unaware of the Sexual Assault.

32.

When Defendant's staff reviewed the security cameras' footage, for the time that the Sexual Assault occurred, the footage revealed the Sexual Assault.

33.

After learning of the Sexual Assault, Defendant's staff failed to obtain the required blood specimens from the Minor Male Patients pertaining to HIV baseline tests.

34.

Although the Minor Male Patients were Dr. Warner's patients, Defendant, after the sexual assault, denied Dr. Warner's access to the Minor Male Patients' medical records.

35.

Although the Minor Male Patients were Dr. Warner's patients, Defendant, after the sexual assault, refused to allow Dr. Warner to view the security camera footage of the Sexual Assault.

36.

By refusing Dr. Warner access to the Minor Male Patients' medical records and the security camera footage of the Sexual Assault, Defendant violated the Standard of Care for hospitals.

37.

By refusing Dr. Warner access to the Minor Male Patients' medical records, and the security footage to fully ascertain and document what happened,

Defendant exposed Dr. Warner to malpractice claims and subsequent damage to his professional reputation and career.

C.

**DEFENDANT IGNORED DR. WARNER'S COMPLAINTS  
ABOUT ITS STAFF'S MISCONDUCT AND POOR CARE**

38.

Defendant continually ignored Dr. Warner's complaints about its staff's misconduct and poor care.

39.

Dr. Warner has made numerous reports to Defendant about its staff's misconduct, including but not limited to the following reports:

- (A) October 14, 2011 (behavior related issue);
- (B) October 14, 2011 (inappropriate language by staff);
- (C) October 18, 2011 (delay in care by staff);
- (D) October 19, 2011 (delay in care by staff);
- (E) February 14, 2012 (inaccurate monitoring by staff); and
- (F) April 10, 2012 (failure to notify physician).

40.

Defendant failed to take any meaningful action with regard to Dr. Warner's complaints about its staff's misconduct and poor care.

**D.**

**DEFENDANT MANIPULATES PATIENT DISCHARGES  
TO INCREASE IT'S PROFITS**

41.

Defendant manipulates patient discharges to increase its profits.

42.

Georgia Medicaid reimbursements decline from the second day of a patient's admission.

43.

By the fourth day a Georgia Medicaid patient is hospitalized, Defendant is no longer making a profit on the patient.

44.

Defendant urged Dr. Warner to discharge Georgia Medicaid patients by the patient's fourth day of admission, so that Defendant would not lose money on the patient.

45.

Some insurance companies pre-approve patient coverage for seven days.

46.

With regard to patients pre-approved for seven days, Defendant pressured Dr. Warner not to discharge these patients prior to the seventh day of pre-approved payment.

47.

Because Defendant attempts to maximize its revenue from pre-approved patients, many pre-approved patients are kept in the hospital longer than they need to be kept.

48.

Defendant, by its manipulation of patient discharges, interfered with Dr. Warner's compliance with the Standard of Care.

E.

**DEFENDANT TAKES ADVANTAGE OF ITS WILLOWBROOKE  
PATIENTS' INFORMATIONAL DEFICIENCIES AND ASYMMETRICS**

49.

Many of Defendant's Willowbrooke patients lack sufficient information to



make informed choices about the type, quality, quantity and cost of the health care they need or desire.

50.

There is a vast information asymmetry between Defendant and its prospective customer patients.

51.

Information asymmetry is a situation when the seller has greater access and greater knowledge about a good or service than the buyer.

52.

The difference in knowledge, reflected by informational asymmetries, makes it difficult for the prospective customer patient to determine the true need for and value of services to be rendered.

53.

Information asymmetries exist in many, if not most, industries.

54.

The renowned economist Kenneth Arrow (a Nobel Laureate) wrote a much cited article stating that informational asymmetries are greater in the medical field than in other industries.

55.

In medicine, the “seller” is often a hospital and its agents providing medical services.

56.

The hospital and its agents have access to a vast array of data that is unavailable to the prospective customer patient.

57.

The prospective customer patient has little information other than the seller’s (i.e. hospital’s) recommendations.

58.

The subject matter of medical services-health-is frequently arcane and very technical.

59.

Defendant takes advantage of its prospective customer patients’ lack of sufficient information to make informed choices about their care.

60.

Defendant exhibited annoyance with Dr. Warner when he refused to exploit prospective customer patients’ information deficiencies and asymmetries.

**F.**

**DR. WARNER'S FINANCIAL IMPORTANCE TO WILLOWBROOKE**

61.

Defendant for years unsuccessfully attempted to recruit a compliant psychiatrist to replace Dr. Warner.

62.

Defendant's unsuccessful efforts to recruit a compliant psychiatrist to replace Dr. Warner resulted in high turnover of psychiatrists and chronic understaffing of psychiatrists.

63.

Because of Willowbrooke's high turnover and chronic psychiatrist understaffing, Dr. Warner, for years, assumed a staggering patient load.

64.

Dr. Warner for years was the "workhorse" of Willowbrooke's medical staff.

65.

Because of his staggering patient load, Dr. Warner was a proverbial "cash cow" for Defendant.

66.

Dr. Warner generated millions of dollars of revenue for Defendant.

67.

Dr. Warner was a major component of Willowbrooke's cash flow.

68.

Defendant until it could find a compliant psychiatrist and create a team to replace Dr. Warner, needed to keep Dr. Warner on Willowbrooke's staff to maintain the "cash flow" for Willowbrooke that Dr. Warner consistently generated.

69.

Defendant needed to keep Dr. Warner on Willowbrooke's staff to maintain Willowbrooke's "cash flow" from Dr. Warner's steady stream of admissions to Willowbrooke.

70.

Defendant needed to keep Dr. Warner on Willowbrooke's staff to maintain Dr. Warner's private practice referrals to Defendant's day hospital programs.

**G.**

**DEFENDANT'S EFFORT TO MONOPOLIZE AND  
CONTROL THE WEST GEORGIA MEDICAL AND BEHAVIORAL  
HEALTH CARE MARKET**

71.

Defendant seeks to monopolize and control the West Georgia medical and

behavioral health care market.

72.

Defendant has had an on-going strategy to acquire private medical practices.

73.

Defendant has acquired numerous private medical practices.

74.

Defendant has 28 private medical practices:

- (A) Carousel Pediatrics;
- (B) Carrollton Family Health Care;
- (C) Carrollton Surgical Group;
- (D) Children's Healthcare of West Georgia;
- (E) Comprehensive Breastcare Center;
- (F) Gastroenterology Associates;
- (G) Infectious Diseases of West Georgia;
- (H) Internal Medicine of West Georgia;
- (I) Mirror Lake Internal Medicine;
- (J) New Georgia Family Health Care;
- (K) Primary Care of Bremen;
- (L) Tallapoosa Family Healthcare;

- (M) Tanner Family Healthcare of Franklin;
- (N) Tanner Heart and Vascular Specialists;
- (O) Tanner Intensive Medical Services;
- (P) Tanner Lung & Sleep Specialists;
- (Q) Tanner Urology;
- (R) Tanner Primary Care of Carrollton;
- (S) Tanner Primary Care of West Paulding;
- (T) Tanner Radiation Oncology;
- (U) Tanner Vascular Surgery;
- (V) Villa Rica Family Medicine;
- (W) Villa Rica OB-GYN;
- (X) West Carroll Family Healthcare;
- (Y) West Georgia Anesthesiologist Associates, Inc.;
- (Z) West Georgia Behavioral Health;
- (AA) West Georgia Family Medicine; and
- (BB) Woodland Family Healthcare.

75.

Upon information and belief, after acquiring private medical practices, Defendant has increased the acquired practices' charges for their services.

## **H.**

### **DR. WARNER'S REFUSAL TO SIGN AN ALL-INCLUSIVE CONTRACT**

76.

Defendant, during 2006, urged Dr. Warner to sign an all inclusive contract for psychiatric services at its day hospital.

77.

Defendant urged Dr. Warner to sign an all-inclusive contract in an effort to increase its profits.

78.

Dr. Warner refused Defendant's request to sign an all-inclusive contract for its day hospital.

79.

Dr. Warner refused to sign a contract that would allow Defendant to bill insurers for his professional services.

**I.**

**DEFENDANT'S PATTERN OF RACKETEERING ACTIVITY**

80.

Defendant has engaged in a pattern of racketeering activity by repeated and continuous acts of wire and mail fraud directed against Dr. Warner, who is the “victim” of Defendant’s pattern of racketeering activity.

81.

Defendant has engaged in a repeated wire fraud by electronically billing third party payers for services Dr. Warner provided.

82.

Defendant has engaged in repeated mail fraud by receiving, through the United States mail at a post office box in Atlanta, Georgia, payments for services rendered by Dr. Warner, that Defendant fraudulently received and kept.

83.

Defendant, through its pattern of racketeering activity, has obtained money to which Dr. Warner was and is entitled.

84.

Defendant was and is the direct beneficiary of its pattern of racketeering activity.



85.

Defendant was and is the perpetrator of its pattern of the racketeering activity.

86.

With regard to Patient A, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: October 30, 2012, October 31, 2012, November 1, 2012, November 2, 2012, November 5, 2012, November 6, 2012, November 7, 2012, November 8, 2012, November 9, 2012, November 12, 2012, November 20, 2012, November 21, 2012, November 26, 2012, November 28, 2012, November 29, 2012, November 30, 2012, and December 3, 2012.

87.

With regard to Patient A, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 86.

88.

With regard to Patient B, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: December 4, 2012, December 5, 2012, December 6, 2012, December 7, 2012, and December 10, 2012.

89.

With regard to Patient B, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 88.

90.

With regard to Patient C, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: November 5, 2012, November 6, 2012, November 7, 2012, November 8, 2012, November 9, 2012, November 12, 2012, November 13, 2012, November 19, 2012, November 20, 2012, November 21, 2012, November 26, 2012, November 27, 2012, November 29, 2012, November 30, 2012, December 3, 2012, and December 13, 2012.

91.

With regard to Patient C, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 90.

92.

With regard to Patient D, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: November 26, 2012, November 27, 2012, November 28, 2012, November 30, 2012, and December 4, 2012.

93.

With regard to Patient D, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 92.

94.

With regard to Patient E, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: November 19, 2012, November 20, 2012, November 21, 2012, November 26, 2012, November 27, 2012, and November 30, 2012.

95.

With regard to Patient E, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 94.

96.

With regard to Patient F, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: November 9, 2012, November 20, 2012, November 26, 2012, and November 27, 2012.

97.

With regard to Patient F, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 96.

98.

With regard to Patient G, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: November 12, 2012, November 19, 2012, and November 20, 2012.

99.

With regard to Patient G, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 98.

100.

With regard to Patient H, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: November 19, 2012, November 20, 2012, November 21, 2012, November 26, 2012, November 27, 2012, November 28, 2012, November 29, 2012, November 30, 2012, December 4, 2012, December 6, 2012, and December 7, 2012.

101.

With regard to Patient H, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 100.

102.

With regard to Patient I, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: November 19, 2012, November 20, 2012, and November 26, 2012.

103.

With regard to Patient I, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 102.

104.

With regard to Patient J, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: June 15, 2012, June 18, 2012, June 20, 2012, June 21, 2012, June 25, 2012, June 27, 2012, July 9, 2012, July 11, 2012, and July 12, 2012.

105.

With regard to Patient J, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 104.

106.

With regard to Patient K, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: May 31, 2012.

107.

With regard to Patient K, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 106.

108.

With regard to Patient L, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: June 25, 2012, June 26, 2012, June 26, 2012, July 2, 2012, July 9, 2012, and July 10, 2012.

109.

With regard to Patient L, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 108.

110.

With regard to Patient M, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: July 9, 2012, July 10, 2012, July 12, 2012, July 16, 2012, July 17, 2012, July 25, 2012, July 31, 2012, and August 2, 2012.

111.

With regard to Patient M, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 110.

112.

With regard to Patient N, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: June 21, 2012, June 22, 2012, June 25, 2012, June 26, 2012, June 27, 2012, and June 29, 2012.

113.

With regard to Patient N, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 112.

114.

With regard to Patient O, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: August 1, 2012, August 2, 2012, August 3, 2012, August 6, 2012, August 8, 2012, August 9, 2012, August 10, 2012, August 14, 2012, and August 15, 2012.



115.

With regard to Patient O, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 114.

116.

With regard to Patient P, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: April 16, 2012, April 17, 2012, April 19, 2012, April 24, 2012, April 25, 2012, April 26, 2012, April 30, 2012, and May 1, 2012.

117.

With regard to Patient P, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 116.

118.

With regard to Patient Q, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: August 1, 2012, August 2, 2012, August 3, 2012, August 4, 2012, August 6, 2012, August 8, 2012, August 9, 2012, August 10, 2012, August 14, 2012, and August 15, 2012.

119.

With regard to Patient Q, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 118.

120.

With regard to Patient R, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: August 9, 2012, August 10, 2012, August 13, 2012, and August 15, 2012.

121.

With regard to Patient R, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 120.

122.

With regard to Patient S, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: July 9, 2012, July 10, 2012, July 11, 2012, July 12, 2012, July 17, 2012, July 31, 2012, and August 1, 2012.

123.

With regard to Patient S, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 122.

124.

With regard to Patient T, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: May 29, 2012, May 31, 2012, June 12, 2012, and June 18, 2012.

125.

With regard to Patient T, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 124.

126.

With regard to Patient U, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: February 28, 2012.

127.

With regard to Patient U, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 126.

128.

With regard to Patient V, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: October 17, 2011, October 21, 2011, October 27, 2012, October 28, 2011, October 31, 2011, November 14, 2011, and November 22, 2011.

129.

With regard to Patient V, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 128.

130.

With regard to Patient W, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: October 26, 2011, November 9, 2011, and November 10, 2011.

131.

With regard to Patient W, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 130.

132.

With regard to Patient X, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: October 27, 2011, October 28, 2011, October 31, 2011, November 2, 2011, November 3, 2011, November 4, 2011, November 7, 2011, November 9, 2011, November 10, 2011, November 11, 2011, and November 14, 2011.

133.

With regard to Patient X, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 132.

134.

With regard to Patient Y, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: December 13, 2011, December 14, 2011, December 15, 2011 and December 16, 2011.

135.

With regard to Patient Y, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 134.

136.

With regard to Patient Z, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: November 15, 2011, November 16, 2011, November 17, 2011, November 18, 2011, November 21, 2011, November 22, 2011, and November 23, 2011.

137.

With regard to Patient Z, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 136.

138.

With regard to Patient AA, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: December 13, 2011, December 14, 2011, December 15, 2011, December 23, 2011, December 26, 2011 and December 27, 2011.

139.

With regard to Patient AA, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 138.

140.

With regard to Patient BB, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: December 16, 2011 and December 20, 2011.

141.

With regard to Patient BB, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 140.

142.

With regard to Patient CC, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: December 22, 2011, December 23, 2011, December 26, 2011, December 28, 2011, January 4, 2012, and January 6, 2012.

143.

With regard to Patient CC, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 142.

144.

With regard to Patient DD, Defendant made fraudulent electronic billing claims for rendered the following dates by Dr. Warner: December 23, 2011, December 26, 2011, December 27, 2011, December 28, 2011, January 4, 2012, and January 6, 2012.

145.

With regard to Patient DD, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 144.

146.

With regard to Patient EE, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: December 4, 2012.



147.

With regard to Patient EE, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 146.

148.

With regard to Patient FF, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: January 30, 2012, January 31, 2012, February 2, 2012, February 6, 2012, February 8, 2012, February 9, 2012, and February 10, 2012.

149.

With regard to Patient FF, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 148.

150.

With regard to Patient GG, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: October 30, 2012, November 1, 2012, November 2, 2012, November 5, 2012, November 6, 2012, and November 7, 2012.

151.

With regard to Patient GG, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 150.

152.

With regard to Patient HH, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: January 25, 2012, January 26, 2012, January 30, 2012, February 1, 2012, February 7, 2012, February 8, 2012, February 9, 2012, and February 15, 2012.

153.

With regard to Patient HH, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 152.

154.

With regard to Patient II, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: October 1, 2012, October 2, 2012, October 3, 2012, October 4, 2012, October 5, 2012, October 8, 2012, October 10, 2012, October 11, 2012, October 12, 2012, and October 16, 2012.

155.

With regard to Patient II, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 154.

156.

With regard to Patient JJ, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: October 2, 2012, October 3, 2012, October 8, 2012, October 9, 2012, and October 10, 2012.

157.

With regard to Patient JJ, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 156.

158.

With regard to Patient KK, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: April 26, 2012, April 27, 2012, April 30, 2012, May 7, 2012, May 8, 2012, May 9, 2012, May 10, 2012, and May 11, 2012.

159.

With regard to Patient KK, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 158.

160.

With regard to Patient LL, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: April 4, 2012, April 5, 2012, April 6, 2012, April 9, 2012, April 11, 2012, April 12, 2012, April 17, 2012, April 19, 2012, April 20, 2012, and April 25, 2012.

161.

With regard to Patient LL, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 160.

162.

With regard to Patient MM, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: October 2, 2012.

163.

With regard to Patient MM, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 162.

164.

With regard to Patient NN, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: April 11, 2012, April 16, 2012, April 17, 2012, and April 19, 2012.

165.

With regard to Patient NN, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 164.

166.

With regard to Patient OO, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: August 17, 2011, August 18, 2011, August 22, 2011, and August 23, 2011.

167.

With regard to Patient OO, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 166.

168.

With regard to Patient PP, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: May 29, 2012, May 31, 2012, June 12, 2012, and June 18, 2012.

169.

With regard to Patient PP, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 168.

170.

With regard to Patient QQ, Defendant made fraudulent electronic billing claims for the services rendered the following dates by Dr. Warner: December 18, 2012 and December 20, 2012.

171.

With regard to Patient QQ, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 170.

172.

With regard to Patient RR, Defendant made fraudulent electronic billing claims for services rendered the following dates by Dr. Warner: December 19, 2012 and December 21, 2012.

173.

With regard to Patient RR, Defendant received payments through the United States mail for the services rendered by Dr. Warner for the dates stated in paragraph 172.

174.

Dr. Warner, upon information and belief, believes that Defendant has engaged in fraudulent billing in addition to the fraudulent billing set forth above and Dr. Warner will pursue the issue in informal and formal discovery.

**J.**

**DR. WARNER'S REFUSAL TO BECOME  
A "CAPTIVE" PHYSICIAN**

175.

Defendant has had an on-going strategy to control, if possible, the private medical practices that it is unable to acquire.

176.

Dr. Warner, during 2005, at Defendant's urging, initially allowed Defendant's Medical Services Organization to do his billing.

177.

Defendant's Medical Services Organization, for doing Dr. Warner's billing, received 8% of Dr. Warner's gross revenue.

178.

But within approximately six months, Dr. Warner discontinued his relationship with Defendant's Medical Service Organization.

179.

Dr. Warner did not want to be "functionally" Defendant's employee.

180.

Dr. Warner told Defendant that he did not want to "function" as its employee.



181.

Dr. Warner refused to give Defendant any control over his practice.

**K.**

**DEFENDANT'S RETALIATION AGAINST DR. WARNER  
FOR REFUSING TO BE A "CAPTIVE" PHYSICIAN**

182.

Defendant's agent Wayne Senfeld ("Mr. Senfeld"), during all material times, has managed Defendant's mental health and psychiatric services.

183.

Mr. Senfeld, throughout Willowbrooke's existence, has been Willowbrooke's Administrator.

184.

During early-mid 2008, Mr. Senfeld, introduced George Bailey, M.D. ("Dr. Bailey") to Dr. Warner, Das Surapu, M.D. ("Dr. Surapu"), and Alexander Meski, M.D. ("Dr. Meski"), as their boss.

185.

In response to Mr. Senfeld's statement that Dr. Bailey was his boss, Dr. Warner told Mr. Senfeld that he, Drs. Surapu and Meski were not Defendant's employees, had private practices and could admit their patients to other hospitals.

186.

When Dr. Warner told Mr. Senfeld that he as well as Drs. Surapu and Meski could admit their patients to other hospitals, Mr. Senfeld erupted into such an alarming and violent tirade that Dr. Bailey escorted him from the room.

187.

Defendant's agents Paula Gresham and Amy Waddell, during 2008, solicited one or several of Defendant's nurse managers to submit a complaint against Dr. Warner to the State Composite Medical Board ("Medical Board") about a patient that Dr. Warner saw in his private practice ("Private Patient").

188.

No basis existed for the Private Patient's complaint against Dr. Warner.

189.

Defendant did not have any relationship with the Private Patient.

190.

Defendant did not have any legitimate reason to solicit the Private Patient to make a complaint against Dr. Warner to the Medical Board.

191.

One of Defendant's agents, during mid 2008, told one of Dr. Warner's ex-employees that Dr. Warner would be replaced by another doctor.

192.

Michael Flood, M.D. (“Dr. Flood”), a physician employed by Defendant, contemporaneously with the events set forth in paragraph 187, came to Dr. Warner’s office in Villa Rica, Georgia, to discuss an alleged patient complaint that never existed.

193.

Contemporaneously with discussing the phantom patient complaint referred to in the preceding paragraph, Dr. Flood told Dr. Warner that he had to get along with the “boy’s club” at Defendant’s Carrollton hospital or pay the consequences.

194.

Dr. Flood told Dr. Warner that the “boy’s club” and Defendant had “ways of protecting themselves.”

195.

Dr. Flood characterized the “boys club” as the staff members and physicians, who Defendant uses as “puppets” to keep independent doctors in line.

196.

Dr. Flood, during 2007, in the doctors’ lounge of Defendant’s Villa Rica Hospital, had given Dr. Warner a warning similar to the one set forth in paragraph 193.

197.

Defendant allows several problematic physicians, who provide questionable patient care but who are in “bed” with Defendant, to continue to practice at Defendant’s facilities without any threat to their practices or careers.

198.

Defendant has taken several unjustified and unwarranted acts to “retaliate” against Dr. Warner.

199.

Defendant has taken tortious actions against Dr. Warner to hamstring, harass and harm Dr. Warner.

200.

Defendant’s actions against Dr. Warner have been unethical, unlawful, unscrupulous and unwarranted to the extreme.

**L.**

**DEFENDANT’S INTENTIONAL INTERFERENCE WITH  
DR. WARNER’S RELATIONSHIP WITH ANITA WAID, APRN**

201.

Defendant willfully and wrongfully delayed the credentialing of Anita Waid, APRN (“Ms. Waid”) while she was employed by Dr. Warner.

202.

Defendant delayed granting Ms. Waid Level I privileges.

203.

No legitimate reason existed for Defendant delaying Level I privileges to Ms. Waid

204.

After granting Ms. Waid Level I privileges, Defendant, for an undue period of time refused to grant Level II privileges to Ms. Waid.

205.

No legitimate reason existed for Defendant delaying Level II privileges to Ms. Waid.

206.

Level II privileges allow an APRN to act more autonomously.

207.

No legitimate reason existed for Defendant delaying Level II privileges to Ms. Waid.

208.

Defendant's delay in granting Level II privileges to Ms. Waid limited her contribution to Dr. Warner's practice.

209.

Level II privileges authorized Ms. Waid to see patients when Dr. Warner is on campus in “direct proximity” to Ms. Waid.

210.

After unjustly delaying Ms. Waid’s Level II credentialing, Defendant wrongfully refused to credential Ms. Waid to Level III.

211.

Defendant stated that it would not consider giving Ms. Ward Level III credentialing until December 2012.

212.

Level III credentialing would have authorized Ms. Waid to function independently of Dr. Warner.

213.

Level III privileges would have made Ms. Waid more valuable to Dr. Warner’s practice.

214.

No legitimate reason existed for Defendant to refuse Level III credentials to Ms. Waid, while she was employed by Dr. Warner.

215.

Ms. Waid, August 29, 2012, believing that Defendant was denying her level III credentialing because of her relationship with Dr. Warner, resigned her full time position with Dr. Warner.

216.

After resigning from her full time position, Ms. Waid agreed to work for Dr. Warner during weekends.

217.

Defendant, September 19, 2012, forced Ms. Waid to resign from her staff privileges with Defendant.

218.

By forcing Ms. Waid to resign her staff privileges, Defendant made it impracticable for Ms. Waid to continue to work for Dr. Warner.

219.

Because Defendant forced her to resign her staff privileges, Ms. Waid, during November 2012, terminated her relationship with Dr. Warner.

**M.**

**DEFENDANT'S BLATANT FAVORITISM  
TO DR. WARNER'S COMPETITOR**

220.

Defendant, during December 2012, reinstated Ms. Waid's staff privileges.

221.

Defendant reinstated Ms. Waid's staff privileges so she could work for Mahaveer Vakharia, M.D. ("Dr. Vakharia").

222.

Dr. Vakharia is a psychiatrist who practices at Willowbrooke.

223.

Hospitals typically do not "fine" doctors for late discharge summaries.

224.

Defendant has "fined" Dr. Warner for late discharge summaries.

225.

Defendant has denied Dr. Warner's request to have assistance in preparing his discharge summaries.

226.

Dr. Vakharia has been late in preparing discharge summaries for Willowbrooke patients to an extent that far exceeds Dr. Warner's lateness.



227.

Defendant has not “fined” Dr. Vakharia for his late discharge summaries.

228.

Defendant has given Dr. Vakharia permission to use an LPC to prepare his discharge summaries.

N.

**DEFENDANT ALLOWED ITS STAFF TO DEMEAN DR. WARNER**

229.

Defendant created a hostile work environment, at Willowbrooke, for Dr. Warner.

230.

Defendant allowed its Willowbrooke staff to make demeaning, disparaging and disrespectful statements to and about Dr. Warner.

231.

When Dr. Warner complained to Defendant about its staffs’ demeaning, disparaging, and disrespectful statements to and about him, Defendant failed and refused to take appropriate action.

**O.**

**DEFENDANT ALLOWED ITS STAFF TO IGNORE  
DR. WARNER'S MEDICAL ORDERS**

232.

Defendant allowed its staff to ignore Dr. Warner's orders pertaining to patient care ("Medical Orders").

233.

The failure of Defendant's staff to follow Dr. Warner's Medical Orders jeopardized patient care.

234.

Defendant knew that its staff's failure to follow Dr. Warner's Medical Orders jeopardized patient care.

235.

The failure of Defendant's staff to follow Dr. Warner's Medical Orders subjected Dr. Warner to malpractice claims and injury to his professional reputation and career.

**P.**

**DEFENDANT'S KEPT DR. WARNER "CHAINED" TO  
WILLOWBROOKE UNTIL HE BECAME DISPOSABLE**

236.

Dr. Warner's substantial and unequalled contribution to Willowbrooke's "bottom line" caused Defendant to take numerous wrongful steps to keep Dr. Warner "chained" to Willowbrooke, until Defendant could hire a compliant psychiatrist and create a team to replace Dr. Warner.

237.

Dr. Warner has an office only four miles away from one of Defendant's competitors.

238.

Defendant, since early 2010, has complained about Dr. Warner having an office near Defendant's competitor.

239.

Defendant has prevented Dr. Warner from admitting patients to nearby hospitals.

240.

Defendant intentionally interfered with Dr. Warner's ability to become credentialed by Wellstar and Anchor Hospital.

241.

Defendant intentionally presented false and misleading information about Dr. Warner to WellStar and Anchor Hospital.

242.

Defendant intentionally presented the false or misleading information about Dr. Warner to Wellstar and Anchor Hospital to keep Dr. Warner “chained” to Willowbrooke.

243.

Defendant deliberately delayed replying to Wellstar’s inquiries about Dr. Warner during May 2011 until mid June 2011 so that it could fabricate a Focused Review of Dr. Warner, which would prevent Dr. Warner from being credentialed by Wellstar.

244.

Defendant, during early June 2011, placed Dr. Warner on Focused Review for a year.

245.

Defendant knew that placing Dr. Warner on a Focused Review, regardless of how baseless and unmeritorious, would cause WellStar to deny staff privileges to Dr. Warner.

Q.

**DEFENDANT'S MALICIOUS ABUSE OF  
THE FOCUSED REVIEW PROCESS**

246.

Defendant has misused and abused the Focused Review process against Dr. Warner in an abusive and anti-competitive manner.

247.

Defendant has misused and abused the peer review process to prevent Dr. Warner from moving his practice to other hospitals such as Wellstar and Anchor.

248.

Dr. Warner has been unable to defend himself in the so-called peer review process because Defendant has denied him the sources and results of the reports against him.

249.

Defendant has provided the results of the reports against Dr. Warner to his so called "peers."

250.

Defendant has directed Dr. Warner not to contact any person, who submitted Observation reports.

251.

Defendant has directed Dr. Warner not to contact any person, who has participated in the so called “peer review” investigations.

252.

Defendant has directed Dr. Warner not to contact any person, who may be involved in any incident under alleged “peer review” investigation.

253.

Every observation report in the alleged peer review process was answered by someone other than L. Mark Gustafson, M.D., Defendant’s Director of Quality Control or William (“Bill”) Waters, IV, M.D., Defendant’s Chief Medical Officer, whose assistant recently receives such reports.

254.

Neither Dr. Gustafson nor Dr. Waters answered the Observation reports, because the Observation reports did not relate to patient care.

255.

Defendant wrongfully has used the Focused Review process to prevent Dr. Warner from transferring his practice and his patients to other medical facilities.

256.

Defendant, October 18, 2007, placed Dr. Warner on a three month Focused Review.

257.

Defendant, September 3, 2009, placed Dr. Warner on a six month Focused Review.

258.

Defendant, March 16, 2010, placed Dr. Warner on a six month Focused Review.

259.

Defendant, June 14, 2011, placed Dr. Warner on a one year Focused Review.

260.

Defendant has used the nearly continuous Focused Reviews to keep Dr. Warner “chained” to Willowbrooke.

R.

**DEFENDANT FINALLY FOUND A COMPLIANT  
PSYCHIATRIST AND CREATE A TEAM, WHICH  
HAS MADE DR. WARNER DISPOSABLE**

261.

Defendant implemented the Focus Review of Dr. Warner from June 2011 to 2012 to keep Dr. Warner “chained” to Willowbrooke, until Defendant could find a compliant psychiatrist and create a team to replace Dr. Warner at Willowbrooke.

262.

Defendant recently has found a compliant psychiatrist.

263.

Dr. Vakharia is the compliant psychiatrist that Defendant has long sought.

264.

Defendant recently has used Dr. Vakharia as the physician of record for the dates of service that Defendant fraudulently billed for Dr. Warner’s services.

265.

Defendant has assisted Dr. Vakharia in order to increase his productivity at Willowbrooke by allowing him to use LPCs to do his discharge summaries.



266.

Defendant has not fined Dr. Vakharia for late discharge summaries as Defendant has fined Dr. Warner.

267.

Defendant hired Dr. Vakharia approximately during June 2012, which was when Dr. Warner's focused review was supposed to end.

268.

Defendant, also, recruited several other physicians for Willowbrooke within several months of hiring Dr. Vakharia.

269.

Dr. Vakharia and these other physicians function as a "team."

270.

Defendant felt that it could dispose of Dr. Warner, like a used soft drink can, once Dr. Vakharia and the team were in place.

271.

Because Dr. Warner does not have access to local hospitals, his patients are being seen by Dr. Vakharia and the team.

272.

Defendant provides transportation to patients in Dr. Warner's primary service area to its day hospital programs and inpatient unit as many of its patients are indigent.

273.

Defendant knows that now that it has removed Dr. Warner from its staff, Dr. Warner's patients will be seen by Dr. Vakharia and the team.

274.

Defendant changed its call rotation to benefit Dr. Vakharia and the new team.

275.

Defendant altered its called rotation so that the on call physician would accept all the admissions from that day and sort them out the following morning.

276.

Defendant knew that the new on call rotation would divert patients to Dr. Vakharia and the team.

277.

When Dr. Warner was on call, Dr. Warner could not accept all of new patients to his service and Defendant knew that Dr. Warner could not do so.

S.

**DEFENDANT'S VIOLATIONS OF ITS BYLAWS'  
DUE PROCESS PROVISIONS**

278.

Dr. Floyd, a few days prior to June 10, 2011, telephoned Dr. Warner stating that a meeting was scheduled for June 10, 2011, to discuss "issues at hand."

279.

The June 10, 2011, meeting was conducted like a hearing ("Hearing").

280.

Defendant failed to give Dr. Warner notice of the issues to be addressed at the Hearing.

281.

Defendant failed to give Dr. Warner time to prepare for the Hearing.

282.

Defendant placed Dr. Warner on Focused Review without providing Dr. Warner an opportunity to be heard.

283.

Dr. Warner under Defendant's Bylaws had the right to be heard.

284.

Defendant, by a letter dated June 14, 2011, informed Dr. Warner that adverse action was being taken against him.

285.

Defendant, by its June 14 letter, told Dr. Warner that he was being placed on Focused Review for one year from June 14, 2011 to June 14, 2012.

286.

Defendant continuously made it clear to Dr. Warner that if he were to resign during the Focused Review, they would create a flaw in his flawless record at the National Practitioner Data Bank ("Data Bank") by reporting his resignation during the focused review.

287.

Defendant's alleged peer review process has been invalid because in violation of its Bylaws, there were no psychiatrists on the alleged peer review committee.

288.

Article XIII, Section 12.3.5 of Defendant's Bylaws states:

Membership on a Judicial Review Committee shall consist of one member who shall have the same healing arts licensure of the accused, and where feasible, include an individual practicing the same speciality as the member.

289.

Defendant, in connection with placing Dr. Warner on Focused Reviews, violated its Bylaws.

290.

Article XIII, Section 12.2 of Defendant's Bylaws provides that the "imposition of . . . monitoring requirements . . ." is an adverse action and constituting grounds for a hearing.

291.

Article XIII 12.3.3 of Defendant's Bylaws requires Defendant to provide a "concise statement of the reasons for the adverse action taken or recommended, including the act or omission with which the practitioner is charged and a list of the charts in question where applicable."

292.

Article XIII Section 12.3.1 of Defendant's Bylaws requires Defendant to give Dr. Warner prompt written notice of the recommended or final proposed action; whether the action must be reported to the National Practitioner Data Bank or to the State of Georgia; the reasons for the proposed action including the acts or omissions with which Dr. Warner is charged; and the right to request a hearing.

293.

Defendant, in connection with the Focused Reviews and its June 10, 2011 Hearing, failed to comply with its Bylaws.

294.

Defendant, in connection with the focused review and its June 10, 2011 Hearing, violated the fundamental due process procedures of its Bylaws.

**T.**

**DEFENDANT'S CONTINUED USE OF THE  
DATA BANK AS A SWORD OF DAMOCLES**

295.

The HCQIA requires hospitals to report doctors to the National Practitioner Data Bank ("Data Bank") when privileges have been restricted or revoked for 30 or more days based on competence issues or professional misconduct.

296.

The Health Resources Services Administration manages the Data Bank.

297.

The Data Bank publishes reports as submitted by the reporting entity.

298.

An investigation remains ongoing until the investigation runs its course and the hospital's decision-makers take final corrective action or formally close the matter.

299.

A hospital reports a suspension to the Data Bank within 30 days whether or not the suspension of the doctor was proper.

300.

The triggering event for a report to the Data Bank is when the hospital takes action, regardless of how unfounded the action and regardless of a doctor's appeal rights.

301.

A report to the Data Bank can be a horrible mark on a reported doctor's record.

302.

A report to the Data Bank can have a calamitous and catastrophic impact on a doctor's career.

303.

Once a report is made against a doctor to the Data Bank, it is virtually impossible for the doctor to undo the damage caused by the report, regardless of how harmless the report is.

304.

The HCQIA requires a report to the Data Bank by a hospital if a doctor resigns or surrenders privileges while under a hospital investigation.

305.

Because of Dr. Warner's contributions to Defendant's revenue, Dr. Warner transferring his privileges to another hospital (such as Wellstar and Anchor) would have a profound negative financial effect upon Willowbrooke.

306.

Defendant continuously has used the Focused Review process to prevent Dr. Warner from resigning his privileges and moving his patients to other hospitals (such as Wellstar and Anchor).



307.

The Focused Reviews of Dr. Warner have been unjust and unwarranted.

308.

None of Defendant's Focused Reviews of Dr. Warner addressed patient care issues.

309.

None of Defendant's Focused Reviews of Dr. Warner addressed Dr. Warner's competence as a physician.

310.

Defendant's Focused Reviews of Dr. Warner had nothing to do with promoting or improving high quality patient care.

311.

Defendant's Focused Reviews of Dr. Warner had nothing to do with promoting or improving the efficient delivery of medical care.

312.

Defendant's Focused Reviews of Dr. Warner had nothing to do with promoting or improving patient satisfaction.

313.

Defendant's Focused Reviews of Dr. Warner only involved alleged staff related "misbehavior" based mostly upon anonymous and unauthenticated reports that Defendant could have created.

314.

The complainants, for the bogus and fabricated Focused Reviews of Dr. Warner, were under Defendant's thumb and compliant "yes" persons.

315.

If Dr. Warner resigns his privileges with Defendant and moved his practice to other hospitals, while under an alleged Focused Review "investigation," it would be a reportable event to the Data Bank.

316.

Defendant's fabricated, bad faith and nearly continuous Focused Reviews and "investigations" have left Dr. Warner "twisting in the wind" and "chained" to Willowbrooke.

317.

Defendant has held the Focus Reviews and investigations over Dr. Warner's head like the "Sword of Damocles."

U.

**DEFENDANT'S INVASION OF DR. WARNER'S PRIVACY**

318.

Dr. Warner, from June 3, 2011 to September 14, 2011, employed Tierra Peters ("Ms. Peters"), in his private practice, as a receptionist.

319.

Five days after Ms. Peters without notice abruptly resigned her employment with Dr. Warner, Defendant's agents met ("Meeting") with Ms. Peters.

320.

The Meeting was attended by Gary Thomas ("Mr. Thomas").

321.

Mr. Thomas is not a physician.

322.

Mr. Thomas is not a member of Defendant's medical staff.

323.

Mr. Thomas, can not by definition as a non-physician, be a member of a peer review committee.

324.

Defendant, by a letter dated February 13, 2013, acknowledged that Mr. Thomas was not a member of any “peer review committee.”

325.

Defendant had an alleged tape of the Meeting transcribed by a non-employee.

326.

Defendant’s agents, at the Meeting, received confidential financial information from Ms. Peters about Dr. Warner.

327.

Defendant’s agents, at the Meeting, reviewed Dr. Warner’s emails, which Mr. Peters produced to them, that related solely to Dr. Warner’s private practice.

328.

Defendant’s agents, at the Meeting, reviewed pictures taken by Ms. Peters of Dr. Warner’s private office space.

329.

Defendant’s agents, at the Meeting, asked Ms. Peters about Dr. Warner’s alleged medical history.

330.

Defendant's agents, at the Meeting, asked Ms. Peters about alleged medications that Dr. Warner was taking.

331.

Defendant's agents, at the Meeting, reviewed pictures on Ms. Peters' cellphone of medications allegedly taken by Dr. Warner.

332.

Defendant, October 17, 2011, secretly recorded Dr. Warner while he was speaking on a land line telephone ("Private Telephone Conversation") in a private room ("Room") at Willowbrooke that he uses to review patient records and to dictate medical records.

333.

Dr. Warner took appropriate steps to ensure the privacy of his Private Telephone Conversation.

334.

Dr. Warner, during the Private Telephone Conversation, had the Room's door closed.

335.

Dr. Warner, during the Private Telephone Conversation, did not have anyone in the Room with him.

336.

Dr. Warner, during the Private Telephone Conversation, talked in a manner so that he was not overheard by persons walking past the Room with its door closed.

337.

Defendant either “bugged” the Room or wiretapped the telephone, which Dr. Warner used in the Room, or both.

338.

Defendant did not give notice to Dr. Warner that Defendant was eavesdropping on the Private Phone Conversation.

339.

Dr. Warner’s childhood friend, with whom Dr. Warner was speaking with during the Private Telephone Conversation, did not have notice that Defendant was eavesdropping on the Private Telephone Conversation.

340.

Dr. Warner's statements, during his Private Telephone Conversation, were solely a private discussion with an African American childhood friend.

341.

Dr. Warner's statements, during his Private Telephone Conversation, were not directed towards any staff member.

342.

Dr. Warner's statements, during his Private Telephone Conversation, were not directed toward any patient.

343.

Dr. Warner, during his Private Telephone Conversation, was not engaged in any patient care activity.

344.

Dr. Warner's statements, during his Private Telephone Conversation, were not related in any manner to patient care.

345.

Defendant wrongfully recorded Dr. Warner's Private Telephone Conversation.

346.

Defendant did not have the right to record Dr. Warner's Private Telephone Conversation.

347.

Defendant wrongfully transcribed Dr. Warner's Private Telephone Conversation.

348.

Defendant did not have the right to transcribe Dr. Warner's Private Telephone Conversation.

349.

Defendant wrongfully distributed Dr. Warner's Private Telephone Conversation.

350.

Defendant did not have the right to distribute Dr. Warner's Private Telephone Conversation.

351.

Defendant wrongfully recorded, transcribed and distributed Dr. Warner's Private Telephone Conversation to malign and delegitimize Dr. Warner in the eyes of his colleagues and peers.



352.

Defendant wrongfully recorded, transcribed and distributed Dr. Warner's Private Telephone Conversation in a malicious attempt to ruin Dr. Warner personally and professionally.

353.

Defendant wrongfully recorded, transcribed and distributed Dr. Warner's Private Telephone Conversation to create an unbridgeable breach between Dr. Warner and his colleagues.

354.

Defendant's misuse of Dr. Warner's Private Telephone Conversation is fraught with racial bias.

355.

Defendant's invasion of Dr. Warner's privacy was not limited to the information wrongfully obtained from Ms. Peters and the Private Telephone Conversation.

356.

Defendant has had its security employees follow Dr. Warner when he is on Defendant's property.

357.

Defendant, by chicanery, recently attempted to obtain the security code to Dr. Warner's office.

V.

**DEFENDANT'S WRONGFUL COERCION  
OF DR. WARNER TO ENROLL IN VANDERBILT'S  
PROGRAM FOR DISTRESSED PHYSICIANS**

358.

Defendant recently coerced Dr. Warner to enroll in the Behavior Assessment Program at Vanderbilt University's Program for Distressed Physicians ("Vanderbilt" or "Vanderbilt's Program").

359.

Defendant coerced Dr. Warner into attending the Vanderbilt Program by threatening to suspend his staff privileges for 30 days, if he refused to do so.

360.

A 30 day suspension of Dr. Warner's staff privileges by Defendant would have triggered a report about Dr. Warner to the Data Bank.

361.

A report to the Data Bank could have a calamitous and catastrophic impact upon Dr. Warner's career.

362.

No legitimate excuse or justification exists for Defendant coercing Dr. Warner to attend the Vanderbilt Program.

363.

Defendant knew that Dr. Warner did not need to participate in Vanderbilt's Program or any other behavior program.

364.

Defendant's corporate counsel lied to Dr. Warner's counsel James Leonard ("Mr. Leonard") about Defendant's submission to Vanderbilt.

365.

Defendant's corporate counsel told Mr. Leonard that Defendant would not provide paperwork or documents relating to Dr. Warner to Vanderbilt including the transcript of the Private Telephone Conversation and his private conversation with Ms. Peters without first providing a copy of the paperwork or documents to Mr. Leonard.

366.

Contrary to the misrepresentation by Defendant's corporate counsel, Defendant provided documents and a transcript of Dr. Warner's Private Telephone

Conversation without proper context to Vanderbilt and without providing the documents in advance to Mr. Leonard.

367.

Defendant, by providing documents to Vanderbilt without providing the documents to Mr. Leonard, enabled Defendant to portray Dr. Warner in a false light to Vanderbilt.

368.

The misrepresentation by Defendant's corporate counsel to Mr. Leonard enabled Defendant to stigmatize and delegitimize Dr. Warner while denying Dr. Warner the opportunity to provide rebuttal documentation to Vanderbilt.

369.

Defendant wilfully and maliciously made false statements to Vanderbilt about Dr. Warner.

370.

Defendant knew that its statements to Vanderbilt about Dr. Warner were utterly bogus.

371.

Defendant fabricated the bogus statements submitted to Vanderbilt, about Dr. Warner, to create the false appearance that Dr. Warner needed to be in Vanderbilt's Program.

372.

Defendant fabricated the bogus statements submitted to Vanderbilt about Dr. Warner to taint Dr. Warner with the eradicable stain of allegedly needing behavior assessment.

W.

**VANDERBILT'S UNDISCLOSED CONFLICT OF INTEREST**

373.

Despite Dr. Warner paying Vanderbilt for attending its program, Defendant, also, paid Vanderbilt.

374.

Defendant and Vanderbilt failed to disclose to Dr. Warner that Defendant was paying Vanderbilt.

375.

Defendant's payment to Vanderbilt created a conflict of interest for Vanderbilt.

376.

If Dr. Warner had known of Defendant's payment to Vanderbilt, Dr. Warner would not have attended Vanderbilt's Program.

**X.**

**DEFENDANT'S MANIPULATION OF  
VANDERBILT'S RECOMMENDATION**

377.

After attending Vanderbilt's Program, Dr. Warner voluntarily enrolled in the University of California San Diego's Physician Assessment and Clinical Education Program ("PACE").

378.

Dr. Warner successfully completed the PACE program.

379.

Vanderbilt initially accepted Dr. Warner's completion of the PACE program as the first and possibly only step to address Defendant's false allegations about Dr. Warner.

380.

Vanderbilt approved Dr. Warner going to PACE first without the need of any other program depending upon the result of the PACE program.

381.

Vanderbilt stated that if the PACE outcome was acceptable, it would be the only program Dr. Warner needed to attend.

382.

Vanderbilt's October 24, 2012 recommendation to Defendant stated:

Dr. Warner has indicated that he is enrolled in the PACE Anger Management for Health Care Professionals program November 14-15, 2012. We are familiar with and endorse the PACE CME courses and treatment programs. Our concern is that a CME course may inadequately address the behaviors exhibited by Dr. Warner. If he attends the Anger Management course and finds that he is unable to make sustained change in his behavior, he will need to follow through with a more intensive therapeutic intervention.

(Emphasis supplied.)

383.

But Vanderbilt's acceptance of PACE, as the first alternative and possibly the only alternative for Dr. Warner, was inconsistent with Defendant's desire to harass and humiliate Dr. Warner by forcing him to enter a residential treatment program.

384.

Defendant, by followup letter and telephone conversation by its agent(s) to

Vanderbilt, pressured Vanderbilt to change its recommendation.

385.

Because of its payment from Defendant and desire for future referrals from Defendant, Vanderbilt perceived Defendant as the client that it had to satisfy.

386.

To accommodate Defendant's wrongful pressure, Vanderbilt flipped its previous favorable recommendation that Dr. Warner's attendance at the PACE Program may be sufficient until any need for a residential treatment program.

387.

Vanderbilt, in a November 8, 2012 letter, stated:

Although we regularly endorse and often recommend Continuing Medical Education (CME) courses such as the one offered by PACE (and offered at other locations throughout the country), in the opinion of our team, attendance at one of these courses in unlikely to adequately address Dr. Warner's issues. However, CME courses such as the PACE program may be recommended for Dr. Warner following completion of intensive treatment, by the treatment facility, or could be considered as a follow-up to treatment at a future date if interpersonal difficulties continue.

(Emphasis supplied.)



388.

Vanderbilt's acquiesce to Defendant's wrongful pressure strips Vanderbilt's subsequent recommendation of any legitimacy.

389.

Vanderbilt's acquiesce to Defendant's wrongful pressure makes the subsequent recommendation Defendant's and not Vanderbilt's.

### **COUNT ONE**

#### **DEFENDANT'S INVASION OF DR. WARNER'S PRIVACY**

390.

Dr. Warner incorporates paragraphs "1" through "4" and "318" through "357" as if stated herein.

391.

Privacy encompasses the real and virtual space where a person can express his or her thoughts, whether socially correct or not, without the fear of personal or professional consequences.

392.

Privacy is where the bonds of friendship are sealed.

393.

Louis D. Brandeis (later United States Supreme Court Justice Brandeis) and Samuel D. Warren, in one of America's most famous law review articles, stated that privacy is the right to be "left alone."

394.

At its core, the history of America is the history of the right of privacy.

395.

Georgia was the first State to recognize a claim for invasion of privacy.

396.

By looking at and obtaining copies of photos of his alleged medication, Defendant invaded Dr. Warner's privacy.

397.

By seeking and obtaining information about Dr. Warner's alleged medical conditions, Defendant invaded Dr. Warner's privacy.

398.

By reviewing Ms. Peters photos of Dr. Warner's office and alleged medication, Defendant invaded Dr. Warner's privacy.

399.

By receiving confidential financial information about Dr. Warner, Defendant invaded Dr. Warner's privacy.

400.

By reviewing and obtaining emails pertaining only to his private office, Defendant invaded Dr. Warner's privacy.

401.

By eavesdropping on Dr. Warner's Private Telephone Conversation, Defendant invaded Dr. Warner's privacy.

402.

By eavesdropping on Dr. Warner's Private Telephone Conversation, Defendant violated O.C.G.A. 16-11-62.

403.

By its wrongful use of the Private Telephone Conversations, Defendant has sought to coerce and functionally blackmail Dr. Warner.

404.

By divulging the contents of Dr. Warner's Private Telephone Conversation, Defendant violated Dr. Warner's privacy.

405.

By divulging Dr. Warner's Private Telephone Conversation, Defendant violated O.C.G.A. § 16-11-62.

406.

O.C.G.A. 16-11-67 prohibits Defendant from admitting the Private Telephone Conversation into evidence.

407.

O.C.G.A. 16-11-67 is based on the well-established legal principle that a party cannot benefit from its wrongdoing.

408.

Defendant acted with callous and conscience indifference to the consequences of its outrageous invasion of Dr. Warner's privacy.

409.

Defendant's outrageous invasion of Dr. Warner's privacy makes punitive damages against Defendant necessary and appropriate.

410.

Punitive damages are needed to punish Defendant for its outrageous invasion of Dr. Warner's privacy.

411.

Punitive damages are needed to deter Defendant and others from engaging in similar outrageous invasions of privacy.

412.

Defendant, in connection with its invasion of Dr. Warner's privacy, acted with the specific intent to harm Dr. Warner.

413.

Because it acted with the specific intent to harm Dr. Warner, Defendant is not entitled to the \$250,000 limitation on punitive damages provided by O.C.G.A. 51-12-5.1 (g).

414.

Defendant's bad faith conduct falls within the ambit of O.C.G.A.'s 13-6-11 attorney's fee provision.

415.

Because of Defendant's bad faith conduct, Dr. Warner is entitled to recover his costs of litigation including attorney's fees.

Wherefore, Dr. Warner requests the Court to enter a judgment against

Defendant:

- (A) Awarding Dr. Warner compensatory damages in the amount of at least \$1,000,000, the exact amount to be determined by the jury;
- (B) Awarding Dr. Warner punitive damages in an amount of at least \$1,000,000, the exact amount to be determined by the jury;
- (C) Awarding Dr. Warner all allowable litigation costs including attorney's fees; and
- (D) Awarding Dr. Warner whatever other relief the Court deems just and proper.

## **COUNT TWO**

### **DEFENDANT'S TORTIOUS INTERFERENCE WITH DR. WARNER'S BUSINESS RELATIONS WITH MS. WAID**

416.

Dr. Warner incorporates paragraphs "1" through "4" and "201" through "219" as if stated herein.

417.

Dr. Warner had a business relationship with Ms. Waid.

418.

Dr. Warner's business relationship with Ms. Waid was very important to Dr. Warner.

419.

Dr. Warner spent a substantial amount of time recruiting Ms. Waid.

420.

Dr. Warner spent substantial money recruiting Ms. Waid.

421.

After hiring Ms. Waid, Dr. Warner spent substantial time and energy training Ms. Waid so that she could contribute to his practice, lessen Dr. Warner's work load, and assist Dr. Warner in keeping his discharge summaries current.

422.

Defendant knew that Dr. Warner had a business relationship with Ms. Waid and that the business relationship was very important to Dr. Warner.

423.

Defendant intentionally and willfully interfered with Dr. Warner's business relationship with Ms. Waid by wrongfully delaying her credentialing.

424.

Defendant's interference with Ms. Waid's credentialing, which Ms. Waid attributed to her association with Dr. Warner, caused Ms. Waid to resign her full time position with Dr. Warner during August 2012.

425.

After resigning her full time position with Dr. Warner, Ms. Waid agreed to work during weekends for Dr. Warner.

426.

Defendant, September 19, 2012, forced Ms. Waid to resign her privileges at Defendant's hospital.

427.

By forcing Ms. Waid to resign her privileges, Defendant caused Ms. Waid to end her business relationship with Dr. Warner.

428.

Sometime during December 2012, Defendant reinstated Ms. Waid's privileges so that she could work for Dr. Warner's competitor Dr. Vakharia.

429.

Defendant acted with malice in connection with interfering with Dr. Warner's business relationship with Ms. Waid.



430.

Defendant's outrageous and egregiousness tortious interference with Dr. Warner's business relationship with Ms. Waid makes punitive damages against Defendant appropriate.

431.

Punitive damages are needed to punish Defendant for its outrageous wrongful conduct.

432.

Punitive damages are needed to deter Defendant and others from engaging in similar wrongful conduct.

433.

Defendant, in connection with its tortious interference with Dr. Warner's business relationship with Ms. Waid, acted with the specific intent to harm Dr. Warner.

434.

Because it acted with specific intent to harm Dr. Warner, Defendant is not entitled to the \$250,000 limitation on punitive damages provided by O.C.G.A. 51-12-5.1 (g).

435.

Defendant's bad faith conduct falls within the ambit of O.C.G.A.'s 13-6-11 attorney's fee provision.

436.

Because of Defendant's bad faith conduct, Dr. Warner is entitled to recover his costs of litigation including attorney's fees.

Wherefore, Dr. Warner requests the Court to enter a judgment against Defendant:

- (A) Awarding Dr. Warner compensatory damages in the amount of at least \$500,000, the exact amount to be determined by the jury;
- (B) Awarding Dr. Warner punitive damages in an amount of at least \$1,000,000, the exact amount to be determined by the jury;
- (C) Awarding Dr. Warner all allowable litigation costs including attorney's fees; and
- (D) Awarding Dr. Warner whatever other relief the Court deems just and proper.

### **COUNT THREE**

#### **DEFENDANT'S INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS**

437.

Dr. Warner incorporates paragraphs "1" through "4," "20" through "60," "80" through "174," "182" through "245," "261" through "277" and "356" through "357" as if stated herein.

438.

By its invasion of Dr. Warner's privacy and by its intentional interference with Dr. Warner's business relationship with Ms. Waid, which unwarranted acts Defendant sought to hamstring, harass, and harm Dr. Warner (collectively Malicious and Abusive Conduct), Defendant intentionally inflicted severe emotional distress upon Dr. Warner.

439.

Defendant's Malicious and Abusive Conduct shocks the conscience.

440.

Defendant's Malicious and Abusive Conduct exceeds all permissible boundaries of decency.

441.

Defendant's Malicious and Abusive Conduct is utterly intolerable in a civilized society.

442.

Defendant's Malicious and Abusive Conduct rises to the requisite level of outrageousness and egregiousness to support a claim for intentional infliction of emotional distress.

443.

A description of Defendant's Malicious and Abusive Conduct to an average person of the community would cause the person to exclaim "outrageous!"

444.

Defendant's malicious and abusive conduct has caused Dr. Warner to suffer severe emotional distress.

445.

Defendant acted with callous and conscience indifference to the consequences of its outrageously Malicious and Abusive Conduct.

446.

Defendant's outrageous and egregiousness Malicious and Abusive Conduct makes punitive damages against Defendant appropriate.

447.

Punitive damages are needed to punish Defendant for its outrageous and egregious Malicious and Abusive Conduct.

448.

Punitive damages are needed to deter Defendant and others from engaging in similar outrageous and egregious Malicious and Abusive Conduct.

449.

Defendant, in connection with its Malicious and Abusive Conduct, acted with the specific intent to harm Dr. Warner.

450.

Because it acted with the specific intent to harm Dr. Warner, Defendant is not entitled to the \$250,000 limitation on punitive damages provided by O.C.G.A. 51-12-5.1 (g).

451.

Defendant's bad faith conduct falls within the ambit of O.C.G.A.'s 13-6-11 attorney's fee provision.

452.

Because of Defendant's bad faith conduct, Dr. Warner is entitled to recover his costs of litigation including attorney's fees.

Wherefore, Dr. Warner requests the Court to enter a judgment against Defendant:

- (A) Awarding Dr. Warner compensatory damages in the amount of at least \$500,000, the exact amount to be determined by the jury;
- (B) Awarding Dr. Warner punitive damages in an amount of at least \$1,000,000, the exact amount to be determined by the jury;
- (C) Awarding Dr. Warner all allowable litigation costs including attorney's fees; and
- (D) Awarding Dr. Warner whatever other relief the Court deems just and proper.

#### **COUNT FOUR**

#### **DEFENDANT'S PATTERN OF RACKETEERING ACTIVITY**

453.

Dr. Warner reincorporates paragraphs "1" though "4" and "80" through "174" as if stated herein.

454.

O.C.G.A. 16-14-4(a) states: "It is unlawful for any person, through a pattern of racketeering activity or proceeds derived therefrom, to acquire or maintain, directly or indirectly, any interest in or control of any enterprise, real property, or personal property of any nature, including, money."

455.

Mail fraud, pursuant to O.C.G.A. 16-14-3 constitutes Racketeering acts.

456.

Wire fraud, pursuant to O.C.G.A. 16-14-3, constitutes Racketeering acts.

457.

Each electronic submission by Defendant of a fraudulent bill to a third party payer for services rendered by Dr. Warner constitutes Racketeering activity.

458.

Each mailing Defendant has received of payments mailed through the United States Postal Service for payments from their fraudulent billing for Dr. Warner's services constitutes Racketeering activity.

459.

Defendant's pattern of racketeering activity has directly injured Dr. Warner.

460.

Dr. Warner is entitled to recover his damages caused by Defendant's pattern of racketeering activity.

461.

Dr. Warner, pursuant to O.C.G.A. 16-14-6( c), is entitled to have his compensatory damages caused by Defendant's pattern of racketeering activity trebled.

462.

Dr. Warner, pursuant to O.C.G.A. 16-14-6( c), is entitled to punitive damages for Defendant's racketeering activity.

463.

Dr. Warner, pursuant to O.C.G. A. 16-14-6( c), is entitled to recover his attorney's fees caused to be incurred by Defendant's racketeering activity.

464.

Dr. Warner, pursuant to O.C.G.A. 16-14-6( c), is entitled to recover his costs of investigation with regard to Defendant's racketeering activity.

465.

Dr. Warner, pursuant to O.C.G.A. 16-14-6( c), is entitled to his costs of litigation with regard to Defendant's racketeering activity.



Wherefore, Dr. Warner respectfully request the Court to enter a judgment against Defendant:

- (A) Awarding Dr. Warner compensatory damages in an amount to be determined by the jury;
- (B) Awarding a trebling of his compensatory damages;
- (C) Awarding Dr. Warner punitive damages in an amount to be determined by the jury;
- (D) Awarding Dr. Warner his attorney's fees;
- (E) Awarding Dr. Warner his costs of investigation; and
- (F) Awarding Dr. Warner his costs of litigation.

**COUNT FIVE**

**DEFENDANT'S BREACH OF ITS BYLAWS' DUE PROCESS PROVISIONS**

466.

Dr. Warner incorporates paragraphs "1" through "4" and "228" through "294" as if stated herein.

467.

Defendant has placed Dr. Warner on Focused Review several times without any legitimate reason to believe that Dr. Warner was guilty of the alleged misconduct on which the Focused Reviews were based.

468.

Under Defendant's Bylaws, a physician with staff privileges is supposed to be innocent until proven guilty.

469.

Defendant's Bylaws are designated to protect doctors who are not guilty of any wrongdoing.

470.

Defendant's Bylaws require a burden of proof and establish procedural safeguards to help meet that requirement.

471.

Defendant, in its continued efforts to keep Dr. Warner "chained" to Willowbrooke, short-circuited its Bylaws' safeguards.

472.

Defendant's misuse and abuse of the peer review process violates fundamental due process principles and fundamental concepts of fairness.

473.

Defendant, by misusing and abusing the peer review process, has waived any peer review immunity or privilege under O.C.G.A. 31-7-132(a).

474.

Defendant's ByLaws constitute an enforceable contract with Dr. Warner.

475.

Dr. Warner has complied with his contractual obligation.

476.

Defendant has breached its solemn contractual obligations.

477.

No legitimate excuse or justification exists for Defendant's breach of its solemn contractual obligations.

478.

Defendant's breaches of its solemn contractual obligations have injured Dr. Warner.

479.

Dr. Warner's injuries caused by Defendant's breaches of its solemn contractual obligation were reasonably foreseeable.

480.

By breaching its solemn contractual obligations, Defendant acted with bad faith.

481.

Defendant's bad faith conduct falls within the ambit of O.C.G.A. 13-6-11 attorney's fee provision.

482.

Because of Defendant's bad faith conduct, Dr. Warner is entitled to recover his costs of litigation including attorney's fees.

Wherefore, Dr. Warner requests the Court to enter a judgment against Defendant:

- (A) Awarding Dr. Warner compensatory damages in the amount of at least \$1,000,000, the exact amount to be determined by the jury;
- (B) Awarding Dr. Warner all allowable litigation costs, including attorney's fees; and
- (C) Awarding Dr. Warner whatever other relief the Court deems just and proper.

#### **COUNT SIX**

#### **DEFENDANT'S TORTIOUS INTERFERENCE WITH DR. WARNER'S PROSPECTIVE BUSINESS RELATIONSHIP WITH OTHER HOSPITALS**

483.

Dr. Warner incorporates paragraphs "1" through "4, " "236 " through "260" and "278" through "294" as if stated herein.

484.

Defendant has intentionally interfered with Dr. Warner's prospective business relationship with other hospitals.

485.

Defendant, in connection with interfering with Dr. Warner's prospective business relationship with other hospitals acted with malice.

486.

Defendant's outrageous and egregiousness tortious interference with Dr. Warner's prospective business relationship with other hospitals makes punitive damages against Defendant appropriate.

487.

Punitive damages are needed to punish Defendant for its outrageous wrongful conduct.

488.

Punitive damages are needed to deter Defendant and others from engaging in similar wrongful conduct.

489.

Because it acted with specific intent to harm Dr. Warner, Defendant is not entitled to the \$250,000 limitation on punitive damages provided by O.C.G.A. 12-5.1(g).

490.

Defendant's bad faith conduct falls within the ambit of O.C.G.A.'s 13-6-11 attorney's fees provision.

491.

Defendant, in connection with its tortious interference with Dr. Warner's prospective business relationship with other hospitals, acted with the specific intent to harm Dr. Warner.

492.

Because of Defendant's bad faith conduct, Dr. Warner is entitled to recover his costs of litigation including attorney's fees.

Wherefore, Dr. Warner requests the Court to enter a judgment against Defendant:

- (A) Awarding Dr. Warner compensatory damages in the amount of at least \$1,000,000, the exact amount to be determined by the jury;

- (B) Awarding Dr. Warner punitive damages in the amount of at least \$1,000,000, the exact amount to be determined by the jury;
- (C) Awarding Dr. Warner all allowable litigation costs, including attorney's fees; and
- (D) Awarding Dr. Warner whatever other relief the Court deems just and proper.

493.

Dr. Warner demands a jury trial on all claims.

**GARY BUNCH, P.C.**

By: 

Gary Bunch

Georgia Bar Number 094612

Attorney for Plaintiff

Randy Warner, M.D.

309 Bankhead Avenue  
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March 18, 2013

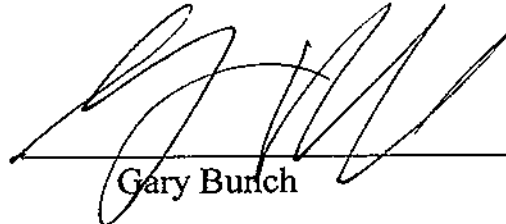
**CERTIFICATE OF SERVICE**

CLERK.....COURT

I hereby certify that I have this day caused to be served upon the other party a  
copy of **PLAINTIFF'S THIRD AMENDED COMPLAINT** by causing a true and  
correct copy thereof to be hand delivered to Defendant's counsel:

Richard G. Tisinger, Jr.  
Tisinger-Vance, P.C.  
100 Wagon Yard Plaza  
Carrollton, GA 30117

This 15 day of March, 2013.

  
Gary Burch