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CAROL K. TWEED, M.D.

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Plaintiff,

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and

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DAVID E. WENG, M.D., Ph.D.

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Plaintiff,

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and

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JEANINE L. WERNER, M.D.

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Plaintiff,

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v.

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**ANNE ARUNDEL MEDICAL
CENTER, INC.**

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**2001 Medical Parkway
Annapolis, Maryland 21401**

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Defendant,

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and

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**ANNE ARUNDEL PHYSICIAN
GROUP, LLC**

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**2001 Medical Parkway
Annapolis, Maryland 21401**

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Defendant.

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VERIFIED COMPLAINT

NATURE OF THE ACTION

Plaintiffs, Benjamin B. Bridges, M.D., Adam Goldrich, M.D., Carol K. Tweed, M.D., David Weng, M.D., Ph.D., Ravin Garg, M.D., Peter R. Graze, M.D., Stuart E. Selonick, M.D., Jason D. Taksey, M.D., and Jeanine L. Werner, M.D. (hereinafter collectively referred to as the “Oncologists”), by their undersigned counsel, bring this action against Defendants, Anne Arundel Medical Center, Inc. (“AAMC”) and Anne Arundel Physician Group, LLC (“AA Physician Group”) (collectively “Defendants”), for damages and temporary, preliminary, and permanent injunctive relief to enjoin Defendants’ ongoing and overarching scheme to systematically and unfairly block the Oncologists from competing with AA Physician Group in the market for oncology and hematology medical services by conspiring to foreclose the Oncologists from reapplying for and renewing their privileges to practice medicine at AAMC, by tortiously interfering with the Oncologists’ existing and prospective contractual relations with patients, by breaching the Oncologists contractual due process rights under the AAMC Medical Staff Bylaws, and by repeatedly and publicly making knowingly false, malicious, and defamatory statements about the Oncologists to patients, referring physicians, donors, Defendants’ staff, and other third parties.

1. The Oncologists are highly respected, board certified oncologists and hematologists, with regional and, for some, national reputations in their medical specialty. The Oncologists have had privileges at AAMC for many years and their capability as physicians is unquestioned. They regularly treat patients from Annapolis and the surrounding areas, including southern, eastern and western Anne Arundel County (“Greater Annapolis”) and the Maryland Eastern Shore. The Oncologists practice at the highest level of their specialty, including serving as primary investigators in critical cancer drug research trials sponsored by the National

Institutes of Health and various pharmaceutical companies. By leading such studies, the Oncologists are able to provide the community's cancer patients the opportunity to participate in these trials, testing new and innovative drug therapies.

2. AAMC is a private, non-stock, not-for-profit corporation that operates a large acute care hospital located in Annapolis, Maryland. AAMC is the only hospital within a 15 mile radius and is the regional hospital for the Greater Annapolis area and many Eastern Shore communities, whose hospitals do not offer various specialty services, such as oncology, that AAMC provides. AAMC's sole member is Luminis Health, Inc. ("Luminis").

3. AAMC purports to operate exclusively for charitable, scientific, and educational purposes, as required by its §501(c)(3) tax exempt status. A substantial portion of AAMC's funding is derived from public sources and through public solicitation. The hospital receives significant tax benefits as well as limitations on malpractice liability solely because of its nonprofit and nonprivate aspects. AAMC's buildings and capital improvements have been funded, in substantial part, through the issuance of tax-exempt government bonds and other government loans and incentives. Through its voluntary agreement with the State of Maryland Health Services Cost Revenue Commission ("HSCRC"), AAMC's annual global budget, including the total amount of revenues the hospital may receive each year, is determined by the HSCRC. AAMC has relinquished to the State its authority and discretion to determine and control its revenues in return for the assurance that it will receive the annually-set revenue regardless of the number of patients it treats and the services it delivers, provided the hospital meets its obligations to serve the health care needs of the Greater Annapolis and Eastern Shore communities in an efficient, high quality manner on an ongoing basis.

4. AA Physician Group is a multi-specialty private medical practice whose sole member is Physician Enterprise, LLC, whose sole member, in turn, is also Luminis. Until October 23, 2020, all of the Oncologists were employed by AA Physician Group pursuant to written employment agreements. These agreements contained over broad and unreasonable non-competition and non-solicitation provisions in violation of well-settled Maryland law. For example, the agreements prohibit the Oncologists for a two-year period following termination of their employment from, among other things, practicing every kind of medicine in a broad geographic area covering all of Anne Arundel, Caroline, Queen Anne's, Talbot, and Calvert counties and parts of Prince George's, Howard, and Baltimore Counties and parts of Baltimore City. The agreements further prohibit the Oncologists from soliciting for treatment any person who was ever a patient of AA Physician Group, and all members of patients' households, regardless of whether these individuals were patients of, or even known by, the Oncologists.

5. Concerned about AA Physician Group's inadequate support of its cancer program and the financial constraints that AAMC has imposed on the provision oncology services, in April 2020, the Oncologists presented a proposal to AA Physician Group and AAMC to address these shortcomings. The proposal was designed and submitted in good-faith to provide a model for the better delivery of quality patient care and drug therapies through a partnership with a third party oncology group. AA Physician Group responded to the proposal on April 23, 2020, by notifying the Oncologists that their employment was being terminated effective close of business on October 22, 2020.

6. In addition to terminating their employment, AA Physician Group also notified the Oncologists that it intended to enforce the over-reaching non-competition and non-solicitation provisions of their employment agreements ("restrictive covenants"). In response,

pursuant to their employment agreements, the Oncologists filed a Demand for Arbitration seeking a determination that the restrictive covenants are unenforceable under Maryland law because, among other things, of their overly broad scope. The arbitration currently is pending before retired federal judge Benson Everett Legg, and a hearing on the merits was held from January 11-21, 2021. No decision has yet been rendered.

7. Physicians must have privileges at AAMC to admit their patients to the hospital, order blood product transfusions, infusion treatment and medications for administration to their patients at AAMC's outpatient infusion center and inpatient oncology unit, to order specialized testing and patient services, to participate on the hospital-based Tumor Board where physicians meet and discuss patient cases and recommended course of treatment with multi-specialty physicians, and to fully access clinical data and engage in HIPAA-compliant means of communication concerning their patients through AAMC's electronic medical record system, among other things.

8. Under the terms of their respective employment agreements, the hospital privileges of Drs. Bridges, Goldrich, and Weng at AAMC terminated upon their separation of employment with AA Physician Group on October 22, 2020. The AAMC privileges of Drs. Garg, Graze, Selonick, Taksey, Tweed, and Werner will expire on January 31, 2021. Drs. Bridges, Goldrich, and Weng have sought to reapply for privileges at AAMC, and Drs. Garg, Graze, Selonick, Taksey, Tweed, and Werner have sought to apply for the renewal of their privileges in accordance with the Medical Staff Bylaws ("Bylaws"), which provide for the application of privileges by physicians and require due process in consideration of their application. In a concerted effort to ensure that the Oncologists are precluded from practicing and treating patients in the Greater Annapolis and Eastern Shore market area, regardless of the

outcome of the arbitration, AAMC, in clear contravention of its Bylaws and in bad faith, has refused to allow the Oncologists to reapply for and/or renew their privileges.

9. Upon information and belief AAMC and AA Physician Group have conspired to deprive the Oncologists of privileges at AAMC and, thus, severely obstruct the Oncologists' ability to compete for and continue to treat patients in the Greater Annapolis and Eastern Shore communities. This unlawful conspiracy and action was undertaken for the wrongful purpose of unfairly benefitting AA Physician Group and its oncologists who were hired to replace the Oncologists, and who, upon information and belief, are compensated in large part based on the volume of patients they see and treat, as well as to retaliate against the Oncologists, AA Physician Group's former employees, for joining another practice. Defendants' concerted action to exclude the Oncologists from AAMC's Medical Staff was not done for the purpose of ensuring quality of care or protecting patient safety. Rather, Defendants' action was taken to preclude competition from AA Physician Group's newly hired oncology physicians. The action violates AAMC's obligations as a community supported not-for-profit that holds itself out as committed to providing quality medical care to the entire community and is completely contrary to the best interests of the patients and the community served by AAMC.

10. In furtherance of their wrongful and retaliatory actions to preclude the Oncologists from treating patients in the communities serviced by AAMC, the officers, employees, representatives and agents of Defendants knowingly and maliciously have made and are continuing to make false and defamatory statements to their patients, referring physicians, donors, Defendants' staff, and other third parties about the Oncologists, including spreading false rumors regarding the reason for the termination of the Oncologists' employment with AA Physician Group and the quality of care that the Oncologists can provide. This misconduct

extends to a misuse of patients' Protected Health Information by virtue of Defendants wrongfully, unlawfully and repeatedly calling patients whom Defendants know have transferred their medical care to the Oncologists' new practice, and urging these patients to cease their relationships with the Oncologists and transfer their care to an AA Physician Group oncologist.

11. As a result of Defendants' wrongful and tortious conduct and AAMC's breach of its contractual obligations to the Oncologists, the Oncologists have suffered and will continue to suffer economic and reputational harm. The Oncologists' injuries arise from being unable to admit their patients to AAMC or serve their patients professionally once patients are admitted to the hospital, or see patients in the hospital's emergency room, or confer with other AAMC physicians treating their patients, or fully access their patients' medical charts maintained by AAMC. As a result, the Oncologists are, as a practical matter, precluded from serving their patients and the communities in which they have practiced for many years.

12. The unlawful, anti-competitive and defamatory conduct of AAMC and AA Physician Group has not only caused injury to the Oncologists, but this conduct also has harmed patients in the Greater Annapolis and Eastern Shore communities. Many of these patients are severely and/or chronically ill, have been under the care of the Oncologists throughout their battle with cancer, have developed a relationship of trust and confidence with their Oncologist, and strongly desire to continue their treatment with their chosen Oncologist. New patients stricken with cancer also may desire to be treated by the Oncologists all of whom have excellent reputations and clinical skills. However, if the Oncologists are unable to retain their privileges at AAMC and, therefore, are not permitted to admit or visit patients at the hospital or order transfusions or infusions for administration to their patients at the AAMC Infusion Center, or confer with multi-specialty physicians about their patients' cases and recommended courses of

treatment at Tumor Board meetings, or even review their patients' full electronic medical record of treatment received at AAMC, many patients, in the midst of their cancer battle, will be forced to transfer their care to an unknown AA Physician Group Oncologist, with whom they have no relationship. Defendants' exclusionary and anti-competitive actions effectively restrict the community's cancer patients choice of treating oncologist to an extremely limited group of AAMC-privileged doctors. Patients who desire to be treated by the Oncologists are effectively precluded from utilizing their community hospital's facilities and resources.

PARTIES

13. Benjamin B. Bridges, M.D. ("Dr. Bridges") is a board certified medical oncologist and hematologist and is currently employed by Maryland Oncology Hematology, LLC ("MOH") in Clinton, Maryland. Dr. Bridges was employed by AA Physician Group from April 15, 2019 until his termination on October 22, 2020. Dr. Bridges had full Hospital-Based Medical Staff Privileges at AAMC until October 23, 2020.

14. Ravin Garg, M.D. ("Dr. Garg") is a board certified medical oncologist and hematologist and is currently employed by MOH in Annapolis, Maryland. Dr. Garg was employed by AA Physician Group from July 1, 2010 until his termination on October 22, 2020. Dr. Garg currently has full Hospital-Based Medical Staff Privileges at AAMC, the term of which is due to expire on January 31, 2021.

15. Adam J. Goldrich, M.D. ("Dr. Goldrich") is a board certified medical oncologist and hematologist and is currently employed by MOH in Clinton, Maryland. Dr. Goldrich was employed by AA Physician Group from August 1, 2018 until his termination on October 22, 2020. Dr. Goldrich had full Hospital-Based Medical Staff Privileges at AAMC until October 23, 2020.

16. Peter R. Graze, M.D. (“Dr. Graze”) is a board-certified medical oncologist and hematologist and is currently employed by MOH in Annapolis, Maryland. Dr. Graze was employed by AA Physician Group from January 1, 2010 until his termination on October 22, 2020. Dr. Graze currently has full Hospital-Based Medical Staff Privileges at AAMC, the term of which is due to expire on January 31, 2021.

17. Stuart E. Selonick, M.D. (“Dr. Selonick”) is a board-certified medical oncologist and hematologist and is currently employed by MOH in Annapolis, Maryland. Dr. Selonick was employed by AA Physician Group from January 1, 2010 until his termination on October 22, 2020. Dr. Selonick currently has full Hospital-Based Medical Staff Privileges at AAMC, the term of which is due to expire on January 31, 2021.

18. Jason D. Taksey, M.D. (“Dr. Taksey”) is a board-certified medical oncologist and hematologist and is currently employed by MOH in Annapolis, Maryland. Dr. Taksey was employed by AA Physician Group from January 1, 2010 until his termination on October 22, 2020. Dr. Taksey currently has full Hospital-Based Medical Staff Privileges at AAMC, the term of which is due to expire on January 31, 2021.

19. Carol K. Tweed, M.D. (“Dr. Tweed”) is a board-certified medical oncologist and hematologist and is currently employed by MOH in Clinton, Maryland. Dr. Tweed was employed by AA Physician Group from August 1, 2012 until her termination on October 22, 2020. Dr. Tweed currently has full Hospital-Based Medical Staff Privileges at AAMC, the term of which is due to expire on January 31, 2021.

20. David E. Weng, M.D., Ph.D. (“Dr. Weng”) is a board-certified medical oncologist and is currently employed by MOH in Clinton, Maryland. Dr. Weng was employed by AA

Physician Group from February 28, 2014 until his termination on October 22, 2020. Dr. Weng had full Hospital-Based Medical Staff Privileges at AAMC until October 23, 2020.

21. Jeanine L. Werner, M.D. (“Dr. Werner”) is a board-certified medical oncologist and hematologist and is currently employed by MOH in Annapolis, Maryland. Dr. Werner was employed by AA Physician Group from January 1, 2010 until her termination on October 22, 2020. Dr. Werner currently has full Hospital-Based Medical Staff Privileges at AAMC, the term of which is due to expire on January 31, 2021.

22. AAMC is a non-stock corporation organized under the laws of the State of Maryland with its principal place of business located at 2001 Medical Parkway, Annapolis, Maryland 21401. AAMC operates the regional medical center hospital in Annapolis with a medical staff of over 1000 physicians and more than 4900 employees. AAMC is exempt from taxation under §501(c)(3) of the Internal Revenue Code. AAMC’s sole member is Luminis.

23. AA Physician Group is a limited liability company organized under the laws of the State of Maryland with its principal place of business located at 2001 Medical Parkway, Annapolis, Maryland 21401. AA Physician Group’s sole member is Physician Enterprise, LLC (“PE”), a §501(c)(3) not-for-profit LLC, which, in turn, has Luminis as its sole member. AA Physician Group provides a wide array of healthcare services, including primary care, women’s health, and multiple specialty care services.

JURISDICTION AND VENUE

24. This is a civil action seeking injunctive relief and damages in excess of \$30,000 for torts committed under the common law of Maryland and for breach of contract.

25. This Court has personal jurisdiction over the Defendants pursuant to Maryland Code, Courts & Judicial Proceedings Article (“CJ”) § 6-103, and subject matter jurisdiction over this action pursuant to CJ §§ 1-501 and 4-401(1).

26. Venue lies with the Circuit Court for Anne Arundel County pursuant to CJ § 6-201 insofar as each of the Defendants maintain its principal places of business in Anne Arundel County, Maryland and the causes of action described herein arose in Anne Arundel County.

BACKGROUND FACTS

AAMC – The Regional Non-Profit Hospital Established to Serve the Greater Annapolis and Eastern Shore Communities

27. AAMC is a 389-licensed bed acute care hospital located in Annapolis, Maryland. AAMC is the only hospital within a 15-mile radius of its Annapolis location, and serves as the primary regional hospital for the greater Annapolis area, Southern and Central Anne Arundel County (including all of South County, north to Severna Park, and west to Crofton), as well as the Queen Anne’s, Caroline, and Talbot counties on the Eastern Shore. According to its website, AAMC “serves an area of more than one million people.” AAMC provides a full-range of inpatient acute care services, including medicine, surgery, intensive care, coronary care, intermediate cardiac services including primary angioplasty, obstetrics, gynecology, pediatrics, and neonatal intensive care services. In addition, AAMC provides a comprehensive range of outpatient services including oncology treatment services, emergency medicine, outpatient surgery, and advanced diagnostic services.

28. AAMC’s Articles of Amendment and Restatement, dated July 1, 2019, provide that AAMC “is organized and shall be operated exclusively for the charitable, scientific, and educational purposes of providing, on a not-for-profit basis, an acute general hospital and medical center and providing related ambulatory, diagnostic, therapeutic and other health care services in Anne Arundel County, Maryland and surrounding areas.” The Articles further state that “all of the powers hereinbefore granted to the Corporation are to be exercised solely for the charitable, scientific, and educational purposes hereinabove specified and none of the foregoing

powers shall be exercised in any manner which would result in a violation of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”).”

29. AAMC’s annual global budget, including the total amount of revenues that it may receive each year, is determined by the HSCRC. AAMC voluntarily relinquished to the State its authority and discretion to determine and control its revenues in return for the assurance that it will receive the revenues annually set by HSCRC regardless of the number of patients it treats and the services it delivers, provided the hospital “meet[s] their obligations to serve the health care needs their communities in an efficient, high quality manner on an ongoing basis.”

Agreement between AAMC and HSCRC Regarding Global Budget Revenue and Non-Global Budget Revenue, at p. 3 (2014) (“HSCRC Agreement”). A substantial portion of AAMC’s funding is derived from public sources and through public solicitation. The hospital receives significant tax benefits as well as limitations on malpractice liability solely because of its nonprofit and nonprivate aspects. AAMC’s buildings and capital improvements have been funded, in substantial part, through the issuance of tax-free government bonds and other government loans and incentives, that are based on its non-profit, charitable status.

30. The Medical Staff of AAMC is comprised of physicians, dentists/oral surgeons, and podiatrists who are employed by AAMC and its affiliates, such as AA Physician Group, as well as independent community physicians. To become a member of the Medical Staff, physicians must apply and be approved for privileges. Only those physicians who are granted Medical Staff privileges are permitted to perform any medical services at AAMC.

Annapolis Oncology Center

31. Annapolis Medical Specialists, LLP was the medical practice for which a number of the Oncologists worked before becoming employed by AA Physician Group. Originally, it was a multi-specialty medical practice, which included Anne Arundel County’s foremost

oncology practice. In 1999, Annapolis Medical Specialists became exclusively an oncology and hematology practice trading under the name “Annapolis Oncology Center” (Annapolis Medical Specialists, LLP is hereinafter referred to as “AOC”).

32. Dr. Selonick is a graduate of the Johns Hopkins University School of Medicine. He completed his internal medicine residency at Johns Hopkins Hospital in Baltimore and a hematology-oncology fellowship at the National Cancer Institute in Bethesda. Dr. Selonick returned to Johns Hopkins to serve as chief resident and then joined Hopkins’ full-time faculty in Medicine and Oncology. In 1982, Dr. Selonick joined AOC. Dr. Selonick was granted privileges at AAMC in 1983 and has been a member of AAMC’s Medical Staff for the last 37 years. During his tenure with AOC, Dr. Selonick served a two-year term as AAMC’s Associate Chief of Medicine and then a two-year term as Chief of Medicine of AAMC.

33. Dr. Graze is a graduate of Harvard Medical School and completed an Internal Medical Residency at Massachusetts General Hospital and a Medical Oncology and Hematology Residency at the UCLA Health Sciences Center. He was an Assistant Professor of Medicine at the UCLA School of Medicine, and a Professor of Medicine at the University of Nevada School of Medicine. Dr. Graze served as President of the Maryland Society of Clinical Oncology from 1996-2010, and is currently the organization’s Treasurer. He also served as Co-Medical Director of Hospice of the Chesapeake 1997-2010. In 1992, Dr. Graze joined AOC. Dr. Graze was initially granted privileges at AAMC in 1992 and has been a member of AAMC’s Medical Staff for the last 28 years.

34. Dr. Werner received her medical degree from Columbia University College of Physicians and Surgeons. She completed her internal medicine residency at NYU Medical Center and Oncology and Hematology fellowships at Memorial Sloan-Kettering Cancer Center.

Dr. Werner joined AOC in 1998. Dr. Werner was granted privileges at AAMC in 1998 and has been a member of AAMC's Medical Staff for the last 22 years

35. Dr. Taksey is a graduate of the Pennsylvania State University College of Medicine, and completed his Internal Medicine Residency at Temple University Hospital, and his Hematology/Oncology Fellowship at the Fox Chase Cancer Center. From 2009 to 2014, Dr. Taksey was also on staff at Johns Hopkins Hospital where he participated in a Genitourinary Oncology Clinic. Dr. Taksey joined AOC in 2007 and was granted privileges at AAMC that year. He has been a member of AAMC's Medical Staff for the last 13 years.

The Formation and Growth of AA Physician Group

36. AA Physician Group was formed in November 2004 for the purposes of owning and operating a physician practice. Initially, AA Physician Group offered only a few medical services. Over the years, AA Physician Group expanded, often by absorbing private community specialty practices, to develop a broad panoply of medical specialty services. Today, AA Physician Group touts that it "is one of Maryland's largest multi-specialty practice groups serving patients in six counties: Anne Arundel, Dorchester, Kent, Prince George's, Queen Anne's and Talbot," and "provides an array of healthcare services including primary care, women's health, and specialty care," such as cardiology, orthopedics, neurology, surgery, mental health, and oncology and hematology, among other services.

The Creation and Development of AA Physician Group's Oncology and Hematology Department

37. Eager to add oncology and hematology to its growing multi-specialty medical practice, AA Physician Group commenced negotiations with AOC in or around 2009 to employ AOC's physicians. At the time, AOC was the preeminent oncology and hematology practice in the Greater Annapolis area. Drs. Graze, Selonick, Taksey, and Werner, together with AOC's

other oncologists, had developed excellent reputations and patient following in the regional market serviced by AAMC and were widely considered to be the community's primary cancer doctors.

38. In the latter part of 2009, an agreement was reached whereupon the AOC oncologists would join AA Physician Group as employees effective January 1, 2010 and Anne Arundel Health Care Enterprises, Inc., a sister corporation of both AAMC and AA Physician Group's parent PE, acquired the fixed assets, lease, and, notably, the trade name of AOC, which was well-recognized and highly respected in the community. Accordingly, on January 1, 2010, Drs. Graze, Selonick, Taksey, and Werner commenced their employment with AA Physician Group to create the AA Physician Group Oncology and Hematology division.

39. Between 2010 and 2019, additional oncologists and hematologists joined AA Physician Group's Oncology and Hematology Department:

a. **Dr. Garg.**

i. Dr. Garg is a graduate of the University of Chicago Pritzker School of Medicine, and completed his internship in internal medicine at University of Michigan-Ann Arbor and his oncology and hematology fellowship at The MD Anderson Cancer Center. Since 2012, Dr. Garg has been an Assistant Professor of Oncology at Johns Hopkins School of Medicine. He is the founder and writer of the nation's premier Board Review website for oncology and hematology, which has over 9000 hematologist/oncologists subscribers worldwide.

ii. In January 2010, Dr. Garg became employed by AA Physician Group as an oncologist in its newly acquired Oncology and Hematology division. Dr. Garg obtained privileges at AAMC in 2010, and has been a member of the AAMC Medical Staff for the last 10 years.

b. Dr. Tweed.

i. Dr. Tweed received her medical degree from Washington University in St. Louis, and completed her internal medicine residency and hematology/oncology fellowship at the University of Pennsylvania. From 2006-2012, Dr. Tweed was an Assistant Professor on faculty at the University of Pennsylvania's Abramson Cancer Center. Dr. Tweed is a regional speaker on the topics of breast cancer and cancer genomics. She is co-founder and co-director of the Maryland Breast Cancer Consortium. Dr. Tweed is an active clinical researcher; she has served as principal investigator on numerous national and international clinical trials. She also is an Instructor of Medicine/preceptor for Johns Hopkins School of Medicine.

ii. In November 2011, Dr. Tweed became employed by AA Physician Group as an oncologist in its Oncology and Hematology division. In 2011, Dr. Tweed obtained privileges at AAMC and has been a member of the AAMC Medical Staff for the last 9 years.

c. Dr. Weng.

i. Dr. Weng obtained his medical degree from the Johns Hopkins University School of Medicine and did his internal medicine residency at Johns Hopkins Hospital. He completed a fellowship in medical oncology at the National Cancer Institute. Dr. Weng directed the hematology/oncology fellowship training program at the Cleveland Clinic. Dr. Weng was Vice-Chairman of the Cleveland Clinic Institutional Review Board, which oversees clinical research and human subject protection. He has extensive research expertise in the laboratory and in clinical trials through his work in the pharmaceutical industry and leading academic institutions, has numerous published writings, and has been a frequent speaker at medical conferences. Dr. Weng is a member of the Board of Directors and Chairman of the Quality of Care Committee of the Hospice of the Chesapeake.

ii. In December 2013, Dr. Weng became employed by AA Physician Group as an oncologist in its Oncology and Hematology division. Dr. Weng obtained privileges at AAMC in 2013 and became a member of the AAMC Medical Staff.

d. Dr. Goldrich.

i. Dr. Goldrich received his medical degree from Tel Aviv University and completed his residency in internal medicine at the SUNY Downstate Medical Center. He was the Internal Medicine Chief Resident at Kings County Hospital. Dr. Goldrich completed his medical oncology and hematology training at the Fox Chase Cancer Center.

ii. On August 1, 2018, Dr. Goldrich became employed by AA Physician Group as an oncologist in its Oncology and Hematology division. Dr. Goldrich obtained privileges at AAMC and became a member of its Medical Staff in 2018.

e. Dr. Bridges.

i. Dr. Bridges is a graduate of the University of Tennessee College of Medicine. He completed his residency at the University of Maryland Medical Center ("UMMC") and his fellowship in oncology and hematology at the Marlene and Stewart Greenebaum Comprehensive Cancer Center at UMMC. Dr. Bridges was employed for 10 years by Mountain States Tumor Institute in Boise, Idaho, where, during his tenure, he served as Medical Director for its Meridian, Idaho clinic and Director of Research for the Cancer Institute, and was chairman of the Department of Oncology for two years.

ii. In April 2019, Dr. Bridges became employed by AA Physician Group as an oncologist in its Oncology and Hematology division. Dr. Bridges obtained privileges at AAMC and became a member of its Medical Staff in 2019.

40. AA Physician Group's Oncology and Hematology division and AAMC's cancer care services and reputation flourished under the 9 Oncologists, significantly contributing to AAMC's current recognition by U.S. News and World Reports as the fourth best cancer hospital in Maryland. The Oncologists have become a critical part of the collaborative team at AAMC's DeCesaris Cancer Institute ("DCI") and on the AAMC Tumor Board, where they have collaborated with other multi-disciplinary specialists to develop the best treatment options for cancer patients. Notably, the Oncologists have been successful in attracting clinical and other research trials conducted by the National Institutes of Health and various pharmaceutical companies to AAMC, making the Oncologists the principal investigators on their studies. As a result, many cancer patients being treated by AA Physician Group and AAMC have been provided the option to participate in such trials and, thus, the opportunity to be treated with newly-developed cancer-fighting drug therapies.

**Oncologists' Proposal to Address AA Physician Group's Concerns
Regarding the Cost of Providing Oncology Services and
AA Physician Group's Termination of Oncologists in Response**

41. Despite their substantial contributions, over the last two years the Oncologists have experienced significant challenges in their efforts to ensure that patients receive high quality cancer care. This is due largely to a variety of Defendants' economic concerns, including their announced desire to grow other specialties, expanding mental health care, and integrating Luminis' recent acquisition of Doctors Community Hospital. As a result, AA Physician Group has been unable or unwilling to provide the support and resources needed by the Oncologists to meet the growing needs of cancer patients within the community. Defendants' officers and managers repeatedly have told the Oncologists that their division has become an unprofitable "cost center," particularly because of high drug costs, and the Chair of AAMC's Department of Medicine has stated to the Oncologists that AA Physician Group may eliminate the oncology

division entirely. Additionally, in another effort to “save costs,” AA Physician Group eliminated the dedicated Oncology and Hematology laboratory. Consequently, seriously ill patients now must make a separate trip to a distant lab the day before their scheduled appointment so that their test results will be ready in time for their appointment, creating a serious impediment to the delivery of timely, state-of-the-art cancer care. This impediment to care is inconsistent with the trend in the delivery of care to cancer patients. AA Physician Group also cut back on the Department’s nursing and support staff, which created serious patient safety and responsiveness concerns. Defendants instituted these “cost-saving” measures without conferring with the Oncologists. When the Oncologists protested, Defendants refused to discuss the matters, stating these cut-backs were a *fait accompli*.

42. In response, the Oncologists began to look for alternatives to employment with AA Physician Group, but still retain their relationship with AAMC, DCI and the AAMC Tumor Board, so as to provide the best quality cancer care to the community. In or around early 2020, the Oncologists entered into discussions with Maryland Oncology Hematology, P.A. (“MOH”), a private oncology and hematology practice located in various geographic areas of the State of Maryland, regarding the possibility of opening a private, free standing oncology and hematology practice in Anne Arundel County.

43. On April 6, 2020, the Oncologists sent a letter to Mitchell Schwartz, M.D., President of Luminis Health Clinical Enterprise, which includes AA Physician Group, in which they expressed an interest in exploring a different structure to better serve their patients (“April 6 Proposal”). The Oncologists proposed that to advance Defendants’ goal of providing the best standards of care to the community they serve, they would leave AA Physician Group and join MOH. Through the MOH Annapolis Area Division, the Oncologists proposed that they would

continue to serve Defendants' patients, utilizing Defendants' clinical services and facilities, and participating as a member of the AAMC Collaborative Care Network. The letter went on to explain the benefits to both Defendants and the community's cancer patients through the proposed affiliation with MOH.

44. Also on April 6, 2020, Drs. Taksey and Weng met with Adam Riker, M.D. AAMC Chair of Oncology, and Peter Odenwald, AA Physician Group Chief Operating Officer, regarding the April 6 Proposal presented to Dr. Schwartz. They discussed the potential benefits for a collaboration between AAMC and MOH. Mr Odenwald informed Drs. Taksey and Weng that he would bring the April 6 Proposal to AAMC senior leadership for consideration and provide the Oncologists with a response to their proposal.

45. Dr. Schwartz responded to the April 6 Proposal by terminating the employment of all 9 Oncologists. In individual letters dated April 23, 2020 sent to each Oncologist via Federal Express, Dr. Schwartz construed their April 6 proposal as a firm decision to leave AA Physician Group, and, thereupon, he unilaterally decided to terminate their employment and set October 22, 2020 as their last day of employment, in accordance with the six month/180 day notice requirement for no cause termination under the Oncologists' respective employment agreements. Dr. Schwartz's April 23 letters, further, rejected the Oncologists' proposal to continue to work with Defendants through MOH.

The Restrictive Covenants Between the Oncologists and AA Physician Group

46. As a condition of their employment with AA Physician Group, all of the Oncologists were required to enter into employment agreements with AA Physician Group, which contain various restrictive covenants, including non-competition and non-solicitation provisions that restrict the Oncologists' employment and activities both during and subsequent to

their employment with AA Physician Group. The terms of the restrictive covenants and other provisions of the respective employment agreements differ, although, as described below, they have certain significant restrictions in common, all of which are over-reaching and violate Maryland law.

47. The Drs. Garg, Graze, Selonick, Taksey and Werner Agreement. Drs. Garg, Graze, Selonick, Taksey, and Werner executed identical employment agreements (collectively referred to as the “AOC Group Agreement”). The AOC Group Agreement’s non-competition provision provides, in part, that for a two-year period following termination of the agreement, the Oncologists “shall not practice medicine in the Territory as an employee of, or contracted provider with, (i) a healthcare system or hospital, or any affiliate of a healthcare system or hospital, that provides services in competition with AA Physician Group or AAHS, or (ii) any medical practice or other entity or organization any of whose principals, employees or contractors provides professional clinical or administrative services to a healthcare system or hospital, or any affiliate of a healthcare system or hospital, that provides services in competition with AA Physician Group or AAHS.” The provision defines “healthcare system” as any entity (other than AAHS) that includes among its affiliates a licensed hospital. The non-competition provision expressly provides that the Oncologists may be a member on the active medical staff (i.e. have privileges) of a healthcare system or hospital and admit and treat patients in a facility owned or operated by a healthcare system, hospital or affiliate. The “Territory” is defined as a geographical area encompassed within 103 specified zip codes, covering all of Anne Arundel, Calvert, Queen Anne’s, Caroline and Talbot counties, approximately one-half of Prince George’s County, and portions of Howard County, Baltimore County, and Baltimore City. The non-

competition provision is void if AA Physician Group terminates the Oncologists' employment at any time without cause.

48. The Drs. Tweed, Weng, Goldrich, and Bridges Agreements. The non-competition provisions contained in the employment agreements executed by Drs. Tweed, Weng, Goldrich, and Bridges are substantively different from the covenants set forth in AOC Group Agreement and further differ somewhat from one another. They share, however, certain significant common terms. Each provision prohibits the Oncologist for two years after termination of their employment from practicing medicine of any kind in any capacity or becoming affiliated with any medical facility or entity that offers services that are the same or similar to those offered by AA Physician Group anywhere within the same 103 zip codes geographical area set forth in the AOC Group Agreement. The Weng and Goldrich Agreements, however, permit Drs. Weng and Goldrich to become affiliated with a Private Practice Group in the geographical area. Additionally, the Tweed, Weng, Goldrich, and Bridges agreements further prohibit these Oncologists from practicing at specifically named hospitals and healthcare systems, including but not limited to Baltimore Washington Medical Center and its affiliates (i.e. the entire University of Maryland Medical System), and, with respect to Dr. Bridges, the entire Johns Hopkins and MedStar Health Systems. Notably, the non-competition provision of Dr. Goldrich's Agreement is inapplicable if AA Physician Group terminates Dr. Goldrich's employment without cause.

49. Following notification of AA Practice Group's termination of the Oncologists' employment effective October 22, 2020, Dr. Schwartz sent a second letter to the Oncologists notifying them of AA Physician Group's intent to enforce, among other terms, the non-competition provisions of their respective employment agreements, and would seek the recovery

of monetary damages and attorneys' fees if the Oncologists violated any of the terms of these restrictive covenants.

50. In response, believing that the non-competition and other provisions are overly broad, unreasonable and contrary to Maryland law, the Oncologists, pursuant to their employment agreements, filed a Demand for Arbitration seeking a determination that the restrictive covenants are unenforceable under Maryland law. The arbitration currently is pending before retired federal judge Benson Everett Legg. The arbitration hearing was held on January 11 through 21, 2021; post-hearing briefs are due on February 12, 2021; and oral argument is scheduled for February 19, 2021.

AAMC's Refusal to Permit the Oncologists to Reapply for or Renew Their Privileges

51. AAMC's Medical Staff Bylaws set forth two categories of medical staff membership for practicing physicians: Hospital-Based Medical Staff and Community-Based Medical Staff.

a. Hospital-Based Medical Staff include physicians who provide care to patients in AAMC's inpatient, observation, and/or emergency department settings, with defined privileges consistent with their license and scope of professional practice. Hospital-Based Staff may engage in the full range of activities including: providing care to patients in the Medical Center; holding office in the AAMC Medical Staff Organization; voting on AAMC Medical Staff matters; and serving on medical staff committees and task forces with voting rights.

b. Community-Based Medical Staff are physicians who have a current professional practice in the community served by Luminis. AAMC's Community-Based Medical Staff may refer and follow patients; fully access clinical data through the electronic medical record; order transfusions, infusions and medications at the Outpatient Infusion Center; receive

patient referrals from the Emergency Room; provide outpatient preoperative consultations on their patients undergoing surgery at AAMC; and vote on AAMC Medical Staff matters.

52. The Bylaws set forth the procedures for the consideration of applications for appointment, reappointment and delineation of clinical privileges. All initial appointments, reappointments to the Medical Staff, privileges, and modification of privileges are made by AAMC's Board of Trustees ("Board") upon the recommendation of the Credentials Committee and the Medical Executive Committee ("MEC"). In making its recommendations to the Board, the MEC is to assess the current competency of the physician for reappointment based on the following factors: scope of practice, quality assessments, and improvement activities related to the physician's performance, utilization of AAMC's resources, participation in Department, Service, and Medical Staff activities, ethical conduct, compliance with the Bylaws, continuing professional education, medical liability claims experience, and ability to perform the full scope of privileges requested.

53. If a physician who has applied for medical staff appointment or reappointment is denied such privileges, the Bylaws expressly provide that the physician is entitled to an evidentiary hearing consistent with due process principles.

54. Article 6.5-1 of the Bylaws requires the Medical Staff Office to provide eligible Medical Staff members an application for reappointment.

55. Throughout their tenure as members of AAMC's Medical Staff, all of the Oncologists have been part of the Hospital-Based Medical Staff with full privileges to provide care to patients in AAMC's inpatient, observation, and/or emergency department settings.

56. Under the explicit terms of their employment agreements, the privileges of Drs. Weng, Goldrich, and Bridges automatically terminated on October 23, 2020, following their last day of employment with AA Physician Group.

57. In anticipation of their loss of privileges, Dr. Weng, on behalf of himself and Drs. Goldrich and Bridges, reached out to the Medical Staff Support Services office inquiring about reapplying for privileges with AAMC. On October 1, 2020, Marissa Rosanio, Senior Manager AAMC Medical Staff Support Services, responded stating that Dr. Weng's clinical privileges would terminate the same time as his employment with AA Physician Group and his application for new privileges could not be processed. Dr. Weng replied that he desired to apply for new medical privileges as a community private practice physician with hospital admitting/ordering privileges. On October 19, 2020, Ms. Rosanio responded to Dr. Weng that he was "not eligible to apply for medical staff membership and clinical privileges," because "AAMC has transitioned to an exclusive arrangement for oncology/hematology clinical privileges and you are not employed or contracted with the exclusive provider." The Medical Staff Office refused to provide Drs. Weng, Bridges, and Goldrich an application to apply for privileges, and, as a result, they have been precluded from applying for privileges and from being considered for any privileges whatsoever, either Hospital or Community-Based, by the Credentials Committee, the MEC, and the Board.

58. The Bylaws provide that a Medical Staff member must submit a completed application at least 60 days prior to the member's privileges expiration date. Failure to return the completed application is considered a voluntary relinquishment of privileges as of the expiration date.

59. The Medical Staff privileges of Drs. Garg, Graze, Selonick, Taksey, Tweed and Werner are due to expire on January 31, 2021. In mid-November, 2020, the Oncologists sought to renew their privileges. The Medical Staff office responded to their requests for a renewal application by notifying the Oncologists that they were not eligible to apply for reappointment of their current privileges or any other privileges, including Community-Based privileges. Dr. Taksey informed David Todd, M.D., President of AAMC's MEC, that the Oncologists wanted to apply for Community-Based privileges and asked what was going on. Dr. Todd responded that AAMC, in its discretion, decided that because the Oncologists work for a "competitor", they would not be allowed to renew their current Hospital-Based privileges or apply for Community-Based privileges with AAMC.

60. As a result of AAMC's decision that the Oncologists are ineligible for any privileges at AAMC, none of the Oncologists have been able to submit an application for the renewal of their privileges, and have not been afforded the due process rights established under the Bylaws.

Irreparable Injury to the Oncologists and Patient Quality of Care

61. Medical oncologists are core members of the integrated multi-disciplinary team of medical specialists, and provide cancer patients a comprehensive and systemic approach to treatment and care, spanning the entire disease spectrum, including research, prevention, diagnosis, treatment, rehabilitation, and supportive and palliative care. Medical oncologists are trained in the comprehensive management of cancer patients, the safe delivery of systemic cancer treatments, and the management of treatment side-effects and disease symptoms. As such, the Oncologists quarterback the cancer patients' entire care, and serve as the patient interface, while collaborating with primary care physicians, pathologists, imaging specialists, surgical

oncologists, radiation oncologists, pharmacists, palliative care experts, psycho-oncologists, as well as oncology nurses and experts from other medical specialties.

62. Without privileges at AAMC, the Oncologists are unable to: visit and follow their patients when hospitalized and being treated by AAMC medical specialists; administer cancer therapies that require hospitalization to ensure maximal safety and effectiveness; fully access their patients' clinical data maintained on AAMC's electronic medical record system; order transfusions, infusions, and medications for their patients at AAMC's Infusion Center; provide inpatient consultations for patients undergoing surgery or other acute care services while hospitalized at AAMC; receive patient referrals from the Emergency Room or inpatient hospital staff for care of hospitalized patients who are already under the outpatient care of the Oncologists, or hospitalized patients with newly-diagnosed conditions who could benefit from the expertise of the Oncologists; and, participate on the Tumor Board to collaborate and decide on cancer treatment for their patients with the multi-specialty teams.

63. Collaborative Tumor Board meetings are particularly critical to a cancer patient's course of treatment. This is an opportunity for the multi-disciplinary team of oncology specialists, including medical oncologists, radiation oncologists, and surgical oncologists, as well as others, to review and evaluate the patient's case and determine a recommended course of treatment, which, for example, could include chemotherapy or radiation therapy or surgery, or any combination of these treatments. AAMC's actions in denying participation of the Oncologists on the Tumor Board compromises the treatment plan for community cancer patients.

64. Upon information and belief, AAMC and AA Physician Group have conspired to completely deprive the Oncologists of privileges at AAMC and severely obstruct the Oncologists' ability to treat and compete for patients in the Greater Annapolis and Eastern Shore

communities. This unlawful concerted action has been taken in bad faith and for the wrongful, malicious, and unlawful purposes of: (1) unfairly benefitting AA Physician Group and its employed Oncologists; (2) using the power of the privileges sword to accomplish what AA Physician Group sought to do through its overly-broad and unreasonable restrictive covenants, namely keep the Oncologists out of the Greater Annapolis and Eastern Shore market, regardless of the outcome of the arbitration; (3) dominating the Greater Annapolis and Eastern Shore market for oncology services; and (4) retaliating against the Oncologists for choosing to continue practicing oncology and treat patients from the Greater Annapolis and Eastern Shore communities.

65. The concerted action to exclude the Oncologists from AAMC's privileged Medical Staff was not done for the purpose of ensuring quality of patient care and safety. Indeed, Defendants' actions are completely contrary to the best interests of the patients and the community served by AAMC and is contrary to the recognized Maryland public policy of ensuring that patients have free choice in selecting their treating physician. AAMC's actions were done for the purpose of excluding competition with AA Physician Group by the Oncologist's the newly-established oncology practice and constitute unfair competition in violation of Maryland common law.

66. Upon information and belief, AA Physician Group's employed oncologists are compensated, in substantial part, on the volume of patients they see and treat. By excluding the Oncologists from AAMC and effectively depriving the Oncologists and their patients access to AAMC facilities and resources, Defendants' concerted goal is to increase the patient base and revenues of AA Physician Group and the compensation of its employed oncologists. Defendants' actions and motive are in violation of AAMC's and PE's non-profit charitable status under

§501(c)(3), which prohibits a charitable entity from using its resources to benefit private interests.

Defendants' Campaign to Defame the Oncologists

67. In furtherance of their concerted scheme to push the Oncologists out of the Greater Annapolis and Eastern Shore healthcare market and interfere with the Oncologists' contractual and prospective contractual relationships with patients, Defendants' officers, employees, representatives, and agents have made knowingly false and derogatory statements about the Oncologists and their new practice to patients, referral providers, donors, Defendants' employees and other third parties. These statements include but are not limited to statements that: (a) the Oncologists' new practice is overwhelmed, does not have sufficient resources, and cannot adequately care for patients; (b) the Oncologists' new practice will not be around for long; (c) the Oncologists "quit AA Physician Group" to join a private equity practice because they got a "lucrative deal;" and (d) Drs. Graze and Garg have retired and are no longer practicing. In addition, comments have been made to applicants for employment as oncologists with AA Physician Group that AA Physician Group "terminated" the Oncologists' employment, which was conveyed in a manner that implied that the Oncologists were terminated for cause.

68. As part of this concerted campaign to unfairly compete and interfere with the Oncologists' relationships with patients, Defendants have wrongfully and unlawfully accessed and used the protected health information of patients who Defendants know have transferred their care to the Oncologists' new practice, and have repeatedly telephoned these patients urging them to transfer their care to a new AA Physician Group oncologist. These efforts also have included unilaterally scheduling appointments with an AA Physician Group oncologist for some such patients without the patients' request, authorization, or approval. Defendants, at times, also

have refused to provide the Oncologists' new address and telephone number to some elderly cancer patients who have requested such information and, have further, sought to intimidate these patients into scheduling appointments one of AA Practice Group's new oncologists.

69. Moreover, immediately after their employment with AA Physician Group ended on October 22, Defendants knowingly and maliciously altered the biographies of the Oncologists who still had AAMC privileges by listing their educational backgrounds as follows: (a) Dr. Werner graduated from the "Columbia School of Nursing," *not* "Columbia University School of Physicians and Surgeons;" (b) Dr. Selonick graduated from "Johns Hopkins University Bloomberg School of Public Health" *not* "Johns Hopkins School of Medicine;" (c) Dr. Tweed completed her internship, residency, and fellowships at "Pennsylvania Hospital," *not* "University of Pennsylvania Hospital;" (d) Dr. Graze completed his internship and residency at "Massachusetts Eye and Ear Infirmary," *not* "Massachusetts General Hospital;" (i) Dr. Garg completed his fellowship at "University of Texas Health Science Center-Houston," *not* "MD Anderson Cancer Center;" and (j) Dr. Taksey completed his residency at "University of South Carolina (Charleston)," *not* "Temple University Hospital." These Oncologists have been on the Medical Staff of AAMC anywhere from 10 to 37 years, and their educational background on the AAMC website has always been correct until they left AA Physician Group.

70. In or around mid-January, 2021, AAMC removed the listings and all references to Drs. Graze, Selonick, Taksey, Tweed, and Werner as members of the AAMC Medical Staff despite the fact that they are currently members of the Medical Staff and will remain members through January 31, 2021.

COUNT I

(Unfair Competition)
(Against Both Defendants)

71. The Oncologists repeat and incorporate by reference the allegations set forth in paragraphs 1 through 70 as if fully set forth herein.

72. AAMC has arbitrarily, capriciously, in bad faith, and in direct and clear violation of AAMC's Bylaws, denied the Oncologists the right to reapply for and renew their privileges and has refused to consider the Oncologists for any kind of privileges at AAMC as members of either the Hospital-Based or Community-Based Medical Staff. This denial has nothing to do with the Oncologists' qualifications, skills, and abilities as physicians. In fact, AAMC has acknowledged that the Oncologists are highly skilled and qualified.

73. Instead of making Medical Staff decisions based on quality of care, patient safety, and physician competence, AAMC is applying its economic leverage and power to decide Medical Staff membership for the illegitimate purpose of preventing the Oncologists from competing with AA Physician Group and AA Physician Group's employed oncologists, both of which will gain significant financial benefit directly because of AAMC's wrongful action.

74. The Ethical Code of the American Medical Association ("AMA") expressly proscribes making privileges decisions for the purpose of minimizing competition solely for economic gain. *AMA Code of Medical Ethics Opinion 9.5.2.*

75. Defendants, intentionally and maliciously, and in clear contravention of Maryland law and public policy, have used AAMC's authority over privileges to keep the Oncologists out of the Greater Annapolis and Eastern Shore markets even if AA Physician Group loses the arbitration.

76. Defendants' concerted, intentional, and wrongful actions are completely contrary to the obligation of AAMC and AA Physician Group, as charitable tax-exempt organizations, to provide safe, accessible, and quality patient care, to the community served by Defendants, and endanger the health, safety, and quality of patient care to the community:

a. Maryland public policy and the ethical precepts of both the AMA and the Medical and Chirurgical Faculty of Maryland explicitly provide that every patient has a right to freely choose their physician. *MedChi Ethical Opinions*, § 101.02. This right includes being able to choose the physician with whom the patient has an ongoing doctor-patient relationship, with whom the patient is comfortable, and in whom the patient has confidence. By severely narrowing AAMC's Medical Staff oncologists to Defendants' chosen few, and intentionally excluding nine of the community's preeminent and highly respected Oncologists from practicing at AAMC, Defendants have severely interfered with the right of the community's patients to choose their treating oncologist based on the merits of competing oncologists' clinical skills and quality of care, particularly in the case of patients who need or desire to receive their treatment close to home or to ensure that they and their treating oncologist have access to AAMC hospital facilities when needed.

b. Defendants' actions in excluding the Oncologists from AAMC's Medical Staff deprives their patients of: (i) the multi-disciplinary Tumor Board team of specialists to evaluate, discuss, and collaboratively determine the patients' cancer treatment regimen; (ii) visits from their Oncologist when inpatient at AAMC; (iii) full access by their Oncologist to their medical chart on AAMC's electronic medical records system; (iv) consultation regarding the patients between their Oncologist and their other AAMC treating physicians; (v) having their Oncologist place transfusion and infusions orders for them at AAMC's infusion center; and (vi)

inpatient admission and care by their Oncologist for cancer treatments that require hospitalization to ensure maximal safety and effectiveness, all of which are detrimental to patients' quality of care, course of treatment, physical and mental health, and chances for successful outcomes.

c. Hospitals in the State of Maryland, including AAMC, are experiencing an acutely serious shortage of physicians and other medical providers to treat hospitalized patients. The current COVID-19 pandemic has caused this shortage to reach crisis proportions with hospitals overwhelmed, being at or close to full bed capacity, and frequently unable to provide sufficient physician coverage to care for patients. AAMC's arbitrary, capricious, and irrational action in excluding the Oncologists from its Medical Staff, which is motivated by the wrongful desire to assist its sister entity AA Physician Group and its employees to dominate the regional market for oncology services, effectively exacerbates this critical shortage of physicians on AAMC's Medical Staff, and runs completely counter to AAMC's not-for-profit charitable tax-exempt status, and its obligations to the State of Maryland to serve the health care needs of Greater Annapolis and Eastern Shore community in an efficient, high quality manner on an ongoing basis. *HSCRC Agreement*.

77. AAMC is the only community hospital in the Greater Annapolis and Eastern Shore region that provides oncology services to patients, and the denial of the privilege to practice medicine at AAMC effectively prevents the Oncologists from practicing medicine and treating its patients, including patients with newly diagnosed conditions that could benefit from the expertise of the Oncologists, as determined by the region's referring physicians.

78. Defendants further have wrongfully and unlawfully accessed and used protected health information of patients who are under the care of the Oncologists to repeatedly telephone

such patients urging them to transfer their care to a new AA Physician Group oncologist, and, without the authorization or approval of the patients, have scheduled appointments for patients with an AA Physician Group oncologist.

79. Maryland MedChi Ethical Opinions, § 101.02. provides that when a physician departs a medical practice but continues to practice medicine, the former medical practice is required to provide patients of the departed physician with the physician's address and telephone number for the patients' continued care. Despite this ethical obligation, the AA Physician Group has sometimes refused to provide patients of the Oncologists with the Oncologists' new address and telephone numbers, despite the patients' explicit requests, and has tried to intimidate these cancer patients into scheduling their treatment with a new AA Practice Group oncologist.

80. Defendants, in concert with one another and in furtherance of their campaign to unfairly impair the ability of the Oncologists to compete in the market, willfully and maliciously made knowingly false and defamatory statements about the Oncologists to patients, referring physicians, donors, community members, Defendants' staff, and other third parties. These statements and publications were made with the intent to damage the Oncologists' reputations and to dissuade patients, referring practitioners, and others from utilizing the services of the Oncologists.

81. In a furtherance of their campaign to unfairly compete with the Oncologists, immediately following the termination of the Oncologists' employment with AA Practice Group, Defendants knowingly and maliciously altered the AAMC website biographies of Drs. Garg, Graze, Selonick, Taksey, Tweed, and Werner to significantly lessen their credentials as graduates of some of the country's top medical schools and cancer programs, and falsely representing that Drs. Werner and Selonick did not graduate from any medical school at all. This action was taken

in a blatant effort to deter patients from selecting these Oncologists based on their merits over AA Physician Group oncologists.

82. In a furtherance of their campaign to unfairly compete with the Oncologists, on or around January 18, 2021, Defendants completely removed the AAMC website listings of Drs. Graze, Selonick, Taksey, Tweed, and Werner as provider members of the AAMC Medical Staff despite the fact that they currently are members of the Medical Staff and will remain members through January 31, 2021. As a result, when patients, referral sources, or other persons search the “Find a Doctor” tab on AAMC’s website, they will not be able to find these Oncologists. The listings and biographies of all other members of AAMC’s Medical Staff are included on the AAMC’s website and can be viewed by clicking on the “Find a Doctor” search tool.

83. As a direct and proximate result of Defendants’ actions, the Oncologists have been harmed in that they have been precluded from obtaining privileges to continue to practice on the AAMC Medical Staff; have been and will continue to be severely impaired in their ability to fairly compete for patients in the Greater Annapolis and Eastern Shore market based on the merits of their medical skills and quality of care; and will be foreclosed from serving their patients and the communities in which they have practiced for many years, which has and will continue to result in significant economic and reputational loss to the Oncologists, including lost profits and other consequential damages.

84. The Oncologists are entitled to injunctive relief, including but not limited to ordering AAMC to permit the Oncologists to renew their privileges in accordance with the Bylaws, enjoining Defendants from preventing the Oncologists from having access to its facilities and services as any other staff-privileged physician, and in any manner unfairly competing with the Oncologists.

COUNT TWO

(Tortious Interference With Business Relations And Prospective Business Relations)
(Against Both Defendants)

85. The Oncologists repeat and incorporate by reference the allegations set forth in paragraphs 1 through 84 as if fully set forth herein.

86. The Oncologists have established business relationships with patients and referral sources in the Greater Annapolis and Eastern Shore communities under which the Oncologists provide ongoing courses of medical treatment and care for the patients' oncological and/or hematological illnesses.

87. In providing treatment to patients, the Oncologists have utilized the facilities and resources of AAMC as a direct consequence of being members of the AAMC Medical Staff.

88. The Oncologists' patients have had the benefits of access to AAMC's facilities and resources, when needed, as a result of the Oncologists membership on AAMC's Medical Staff.

89. Defendants have knowledge of the Oncologists' relationships with their patients and referral sources and the importance of the Oncologists' membership on AAMC's Medical Staff to these business relationships and to maintaining these relationships.

90. Defendants, in concert with one another, through the unlawful and wrongful exercise of AAMC's privilege authority, have deprived the Oncologists of privileges at AAMC. Defendants took this action in bad faith and with the malicious and wrongful intent to interfere with and destroy the Oncologists relationships with their patients and referral sources and to usurp these patient and referral relationships for AA Physician Group's benefit and for the financial benefit of AA Physician Group's employed oncologists, with the goal of eliminating the Oncologists from Greater Annapolis and Eastern Shore market.

91. Defendants' actions were wrongful, malicious, taken in bad faith, and are in violation of AAMC's §501(c)(3) charitable tax-exempt status because the actions were taken to use AAMC's resources to benefit private non-exempt individuals (AA Physician Group employed oncologists), and were not in furtherance of patient care and safety, or any other charitable, educational, or scientific purpose.

92. Defendants' concerted, intentional, and wrongful actions are completely contrary to the obligation of AAMC, as a charitable tax-exempt organization and signatory to the Global Budget Agreement with HSCRC, to provide safe, accessible, and quality patient care to the community served by Defendants. Defendants' intentional and wrongful actions severely impede the right of patients' to freely choose their treating oncologist based on the relative merits of competing oncologists' medical abilities, skills, and quality of care, and place unreasonable pressure on the community's patients to use AA Physician Group employed oncologists over the Oncologists or risk being denied access to AAMC's facilities and resources when needed.

93. Defendants, in furtherance of their scheme to interfere with the Oncologists' current and prospective business relationships with patients and referral sources, have published knowingly false and defamatory statements about the Oncologists. Defendants have made these statements in an effort to induce patients and referring providers to transfer patients' treatment from the Oncologists to AA Physician Group's employed oncologists.

94. Defendants, in furtherance of their scheme to interfere with the Oncologists current and prospective business relationships with patients and referral sources, have completely removed the AAMC website listings of Drs. Graze, Selonick, Taksey, Tweed, and Werner as provider members of the AAMC Medical Staff despite the fact that these Oncologists currently are members of the Medical Staff and will remain members through January 31, 2021.

95. Defendants have wrongfully and unlawfully accessed protected health information in order to repeatedly call the Oncologists' patients and urge them to transfer their care to an AA Physician Group oncologist, including unilaterally scheduling appointments that were not requested or authorized by the patients, and, after the Oncologists' termination of employment, at times have refused to provide the Oncologists' contact information to their patients despite the patients' requests for such information to enable them to continue their care with the Oncologists.

96. Upon information and belief, Defendants have pressured referral physicians who are on the AAMC's Medical Staff not to refer their patients to the Oncologists by either directly stating or strongly implying that if the physicians continue to refer patients to the Oncologists these physicians' privileges at AAMC would be in jeopardy.

97. As a result of Defendants' actions, which have been taken in bad faith and with the intent to wrongfully interfere with patient and referral relationships, patients already have terminated their relationships with Drs. Bridges, Goldrich, and Weng because the Oncologists no longer have privileges at AAMC, and patients very likely will terminate their relationships with all of the Oncologists if the Oncologists are unable to retain or regain their privileges at AAMC. Further, as a result of Defendants' actions, referring providers will cease to refer patients to the Oncologists.

98. As a result of Defendants' conduct, the Oncologists have been irreparably injured, and will continue to be irreparably injured unless enjoined, by loss of reputation and patient good will. In addition, the Oncologists have suffered and will continue to suffer economic damages such as lost profits and other consequential damages.

99. The Oncologists are entitled to injunctive relief, including but not limited to ordering AAMC to permit the Oncologists to apply for and renew their privileges in accordance with the Bylaws, and enjoining Defendants from tortiously interfering with the Oncologists' business relationships and prospective business relationships with patients.

COUNT THREE

(Defamation)
(Against Both Defendants)

100. The Oncologists repeat and incorporate by reference the allegations set forth in paragraphs 1 through 99 as if fully set forth herein.

101. Defendants, through their officers, representatives, and agents have published false and defamatory statements about the Oncologists, including but not limited to:

a. The Oncologists' are overwhelmed in their new practice and do not have the resources to safely and competently treat patients;

b. The Oncologists' practice is not viable and will not be around long;

c. The Oncologists resigned their employment with AA Physician Group to accept a very lucrative private equity arrangement, clearly implying that the Oncologists are greedy and do not care about their patients;

d. AA Physician Group terminated the Oncologists' employment, clearly implying that the termination was for Cause and not because they had presented a business proposal to Defendants that Defendants did not agree with; and

e. Drs. Graze and Garg have retired and are no longer practicing medicine.

102. Defendants published these false and defamatory statements to patients, referring providers, Defendants' staff members, donors, AAMC's Board members, and other third parties, who reasonably understood these statements to be defamatory.

103. Defendants acted with the knowledge of the falsity of the statements or with reckless disregard as to the truth of these statements and with the intent to harm the Oncologists and their business, when publishing these false and defamatory statements about the Oncologists.

104. As a result of the false and defamatory statements published by Defendants, the character and professional reputation of each of the Oncologists and their business have been harmed, their standing and reputation in the medical community and the Greater Annapolis and Eastern Shore community have been impaired, and they have suffered mental anguish and personal humiliation.

105. As a result of the false and defamatory statements published by Defendants, the Oncologists have suffered a loss of patients and business and prospective business income, which they would have earned.

COUNT FOUR

(Civil Conspiracy)
(Against Both Defendants)

106. The Oncologists repeat and incorporate by reference the allegations set forth in paragraphs 1 through 105 as if fully set forth herein.

107. AAMC and AA Physician Group, by and through their agreement and understanding, joined together for the purposes of (1) unfairly benefitting AA Physician Group and its employed Oncologists who compete with the Oncologists for patients; (2) accomplishing what AA Physician Group sought to do through its overly broad and unreasonable restrictive covenants, namely keep the Oncologists out of the Greater Annapolis and Eastern Shore market, regardless of the outcome of the arbitration; (3) dominating the Greater Annapolis and Eastern Shore market for oncology services; and (4) retaliating against the Oncologists for choosing to

continue practicing oncology and treat patients from the Greater Annapolis and Eastern Shore communities.

108. In furtherance of their unlawful conspiracy, Defendants, in bad faith and with the intent to harm the Oncologists, committed the aforementioned tortious acts, including but not limited to, foreclosing the Oncologists from continuing their membership on the AAMC Medical Staff and thus denying the Oncologists and their patients access to AAMC's hospital facilities and resources; engaging in a scheme to unfairly compete with the Oncologists; interfering with the Oncologists business relationships and prospective business relationships with patients and referral providers; and knowingly and maliciously making false and defamatory statements about the Oncologists and their practice to patients, referral providers, donors, Defendants' staff, and other third parties.

109. The Oncologists have sustained damages as a result of Defendants' unlawful conspiracy.

COUNT FIVE

(Breach of Contract)
(Against AAMC)

110. The Oncologists repeat and incorporate by reference the allegations set forth in paragraphs 1 through 109 as if fully set forth herein.

111. It is well established under Maryland law that AAMC's Bylaws is an enforceable contract between AAMC and the Oncologists.

112. Article 3 of the Bylaws sets forth the qualifications for Medical Staff Membership.

113. The Bylaws delineate the procedures to be followed for the consideration of applications for appointment, reappointment and specification of clinical privileges.

114. The Bylaws expressly provide that a physician is entitled to an evidentiary hearing consistent with due process principles if their application for privileges is denied.

115. The Oncologists fully meet all of the qualifications for Medical Staff privileges and membership and are eligible for to reappointment to the Medical Staff.

116. Article 6.5-1 of the Bylaws requires the Medical Staff Office to provide eligible Medical Staff members an application for reappointment.

117. Despite the Oncologists repeated requests, the Medical Staff Office has refused to provide the Oncologists with an application for reappointment to the Medical Staff because AAMC has decided to foreclose the Oncologists' right to apply for reappointment because they are in competition with its sister entity, AA Physician Group.

118. AAMC breached the Bylaws by completely barring the Oncologists from applying for reappointment to the Medical Staff.

119. AAMC further breached the Bylaws by refusing and failing to consider the Oncologists for reappointment to the Medical Staff in accordance with the Bylaws mandatory contractual procedures, and further in refusing to afford the Oncologists an evidentiary hearing consistent with the principles of due process.

120. AAMC's actions by both precluding the Oncologists from applying and considering the Oncologists for reappointment in breach of its Bylaws, were arbitrary, capricious, unreasonable, and done in bad faith, in retaliation for the Oncologists having joined a private medical practice, and were for an improper motive of stifling competition for the benefit of AA Physician Group and its newly-employed oncologists. Critically, AAMC's actions have absolutely nothing to do with the Oncologists' qualifications, medical competence, or character,

nor for the purposes of patient quality or safety or the healthcare needs of the Greater Annapolis and Eastern Shore communities that AAMC serves.

121. AAMC's purported reason for foreclosing the Oncologists from membership on the Medical Staff, namely, that it has decided to only extend privileges to employed AA Physician Group oncologists with whom AAMC has an exclusive contract, is pretextual and was made in bad faith. There is no legitimate or rational reason to exclude the Oncologists from the Medical Staff and, in turn, foreclose the Oncologists from access to hospital facilities and resources, including but not limited to collaboration with other medical specialists on AAMC's Medical Staff who jointly treat the Oncologists' patients.

122. The Bylaws include an implied covenant of good faith and fair dealing, which imposes upon the parties to the contract an obligation that they not act in such a manner as to prevent the other party from performing their obligations under the contract.

123. AAMC violated the implied covenant of good faith and fair dealing by precluding the Oncologists from having their privileges renewed to accomplish destructive, unfair and unlawful competition.

124. As a result of AAMC's arbitrary, capricious, unreasonable, and bad faith breach of the Bylaws, the Oncologists have suffered and will continue to suffer harm and sustain damages.

COUNT SIX

(Tortious Interference with Contract and Contractual Relations)
(Against AA Physician Group)

125. The Oncologists repeat and incorporate by reference the allegations set forth in paragraphs 1 through 124 as if fully set forth herein.

126. AAMC's Bylaws constitutes an enforceable contract between AAMC and the Oncologists, which provide, in part, for the Oncologists rights to membership, reapplication and renewal of membership on AAMC's Medical Staff and the procedures and consideration AAMC must apply in connection with the Oncologists' reapplication for membership.

127. AA Physician Group had knowledge of the Bylaws and the fact that the Oncologists were members of the AAMC Medical Staff and thus, parties to this enforceable contract with AAMC.

128. AA Physician Group, in bad faith, knowingly and with a malicious intent interfered with the contract and contractual relations between AAMC and the Oncologists by convincing AAMC to breach the Bylaws and completely foreclose the Oncologists from reapplying for privileges on AAMC's Medical Staff.

129. AA Physician Group engaged in these actions to interfere with the Oncologists contractual relations with AAMC for the improper motives of: (a) stifling competition for the benefit of AA Physician Group and its employed Oncologists and in an effort to dominate the Greater Annapolis and Eastern Shore market for oncologists; (b) keeping the Oncologists out of the market even if it loses the arbitration; and (c) retaliating against the Oncologists for choosing to continue to practice oncology and hematology in the Greater Annapolis and Eastern Shore community.

130. As a proximate result of AA Physician Group's actions, AAMC has completely severed its contract and contractual relationships with the Oncologists.

131. As a result of AA Physician Group's interference with the Oncologists' contract and contractual relations with AAMC, the Oncologists have suffered and will continue to suffer harm and sustain damages.

PRAYERS FOR INJUNCTIVE RELIEF

132. This is an action for temporary, preliminary and permanent injunctive relief under Md. Rules §15-501 through 15-505. Defendants' actions create substantial, immediate, and irreparable harm to the market for oncology services in the Greater Annapolis and Eastern Shore communities, to the Oncologists' ability to fully treat their patients, including access by the Oncologists and patients to the only hospital in the market that provides oncology services, and patients' freedom to choose their treating oncologist.

133. AAMC's foreclosure of the Oncologists from obtaining and renewing their privileges at AAMC is unlawful, is contrary to Maryland public policy, and will cause substantial, immediate, and irreparable harm to oncology and hematology patients in the Greater Annapolis and Eastern Shore region, to the Oncologists, and to the orderly access to oncologists and administration of healthcare in this region.

134. Defendants' concerted unfair competitive actions to exclude the Oncologists from AAMC's Medical Staff, undertaken in bad faith and for the purpose of dominating the market for oncology services for the benefit of AA Physician Group and AA Physician Group's employed oncologists, is unlawful, contrary to Maryland public policy, and will cause substantial, immediate, and irreparable harm to oncology and hematology patients in the Greater Annapolis and Eastern Shore region, to the Oncologists, and to the orderly access to oncologists and administration of healthcare in this region.

135. Defendants' malicious, willful, and concerted actions to interfere with the Oncologists' relationships with patients and referring providers and to push the Oncologists out of the Greater Annapolis and Eastern Shore communities are unlawful, contrary to Maryland public policy, and will cause substantial, immediate, and irreparable harm to oncology and

hematology patients in the Greater Annapolis and Eastern Shore region, to the Oncologists, and to the orderly access to oncologists and administration of healthcare in this region.

136. The Oncologists are highly likely to prevail on the merits of their claims.

137. The balance of convenience and equities and the public interest dictate that the status quo be preserved as it existed on October 22, 2020, when all of the Oncologists had privileges at AAMC, until the Court can finally decide the merits of the Oncologists' claims, including any appeals that may be filed.

138. No adequate remedy at law is available to the Oncologists to prevent the harm that they have sustained and will continue to sustain by AAMC's termination of their membership on the Medical Staff and AAMC's refusal to allow the Oncologists to reapply for and renew their privileges.

WHEREFORE, the Oncologists respectfully request that this Court:

1. Issue a temporary restraining order and preliminary injunction ordering AAMC to maintain the status quo as it existed on October 22, 2020, when all of the Oncologists had privileges at AAMC, by reinstating the Medical Staff membership of Drs. Bridges, Goldrich, and Weng, and maintaining in good standing the Medical Staff membership of all of the Oncologists, conferring upon them all rights associated therewith under AAMC's Bylaws until the Court can finally decide the merits of the Oncologists' claims, including any appeals that may be filed;

2. Issue a temporary restraining order and preliminary and permanent injunctive relief ordering AAMC to provide applications to the Oncologists for Medical Staff membership, accept the Oncologists' applications for Medical Staff membership, and evaluate and determine their candidacy for Medical Staff privileges in good faith and in accordance with the Medical Staff Bylaws, affording the Oncologists all procedures and rights that are due under the Bylaws;

3. Issue a temporary restraining order and preliminary and permanent injunctive relief ordering AAMC to restore on AAMC's website the complete and accurate listing and biographies of all of the Oncologists as members of the AAMC Medical Staff;
4. Issue a temporary restraining order and preliminary and permanent injunctive relief restraining and enjoining Defendants from unfairly competing with the Oncologists and from wrongfully interfering with the Oncologists' business relations and prospective business relations with their patients and prospective patients in the Greater Annapolis and Eastern Shore community and with referring providers; and
5. Grant judgment in favor of the Oncologists and against Defendants for compensatory and consequential damages in an amount in excess of \$75,000.00, plus punitive damages, pre-judgment interest, post-judgment interest, costs, and such other and further relief as the Court deems equitable and just.

DEMAND FOR JURY TRIAL

Plaintiffs demand trial by jury on all issues so triable.

Respectfully submitted,

/s/ Harriet E. Cooperman

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VERIFICATION

I solemnly affirm under the penalties of perjury and upon personal knowledge that the contents of the foregoing Complaint are true.

A handwritten signature in black ink, appearing to read 'Jason Taksey', is written over a horizontal line.

Jason Taksey, M.D.