IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

RICHARD H. BLUM, M.D. Plaintiff, v. POSITIVE PHYSICIANS INSURANCE COMPANY, JOHN DOES 1-5, and JANE DOES 1-5, FICTITIOUS NAMES WHOSE PRESENT IDENTITIES ARE UNKNOWN, Defendants.	:	CIVIL ACTION NO.

NOTICE OF REMOVAL

AND NOW comes Positive Physicians Insurance Company for the purpose only of removing the cause to the United States District Court for the District of New Jersey and respectfully avers as follows:

1. This is a civil action filed and now pending in the Superior Court of New Jersey Law Division, Union County, docket number UNN-L-1011-20.

2. On or about March 17, 2020, Plaintiff commenced this Civil Action through the filing of a Complaint for Declaratory Judgment in the Superior Court of New Jersey, Law Division in Union County, New Jersey against Positive Physicians Insurance Company ("Positive Physicians). See Exhibit A, Complaint.

3. Plaintiff effected service of the summons and complaint on April 1, 2020.

4. The Complaint alleges that defendant's denial of insurance coverage relating to an underlying claim of medical malpractice in connection with the delivery of a baby was wrongful and that plaintiff is entitled to defense and indemnification as against the claims in the underlying lawsuit brought on behalf of the baby, Ashton Markham.

5. In Count One of the Complaint, Plaintiff alleges breach of contract and that there exists a justiciable controversy between plaintiff and Positive Physicians and that plaintiff is entitled to declaratory judgment to ascertain the rights and liabilities of the respective parties. Id., Count I.

6. In Count Two of the Complaint, Plaintiff alleges reliance and promissory estoppel ant that there exists a justiciable controversy between plaintiff and Positive Physicians and that plaintiff is entitled to declaratory judgment to ascertain the rights and liabilities of the respective parties. Id., Count II.

7. This suit is of a civil nature and involves a controversy between citizens of different states. Plaintiff is a citizen of the State of New Jersey. Defendant Positive Physicians Insurance Company is incorporated and organized under the laws of the Commonwealth of Pennsylvania with its principal place of business located at 850 Cassatt Road, 100 Berwyn Park, Suite 200, Berwyn, Pennsylvania 19312.

8 Diversity of citizenship existed at the commencement of the suit and exists at the time the subject notice is filed.

9. Simultaneous with the filing of this notice, written notice has been given to all parties.

10. Defendant is also filing a copy of the instant notice of removal and all attachments thereto with the Clerk of Court, Union County, Law Division.

11. Defendant Positive Physicians hereby removes this matter to the United States District Court for the District of New Jersey. Defendant, Positive Physicians, asserts that the amount-in-controversy exceeds $75,000.00, based on a) the fact the underlying lawsuit alleges that Dr. Blum, the plaintiff here, negligently and improperly attempted vacuum extraction at least three times or more with pop-offs on the premature infant in order to remove the infant from the uterus

causing an intracranial bleed and resulting in neurological conditions including cerebral palsy and b) the fact that Positive Physician's policy limits should liability be imposed are $1,000,000.00.

Wherefore Defendant hereby removes this suit to this Honorable Court pursuant to the laws of the United States in such cases made and provided.

BENNETT, BRICKLIN & SALTZBURG LLC

BY: _____

Michael Dolich
6000 Sagemore Drive, Suite 6103
Marlton, NJ 08053
856-673-3462
dolich@bbs-law.com
Attorneys for Defendant, Positive Physicians Insurance Company

Date: May 1, 2020

BENNETT, BRICKLIN & SALTZBURG LLC
BY: Michael Dolich
Attorney ID: 011771993
6000 Sagemore Drive, Suite 6103
Marlton, NJ 08053
(856) 673-3462
dolich@bbs-law.com

ATTORNEY FOR DEFENDANT
Positive Physicians Insurance Company

RICHARD H. BLUM, M.D. Plaintiff, v. POSITIVE PHYSICIANS INSURANCE COMPANY, JOHN DOES 1-5, and JANE DOES 1-5, FICTITIOUS NAMES WHOSE PRESENT IDENTITIES ARE UNKNOWN, Defendants.	:	SUPERIOR COURT OF NEW JERSEY UNION COUNTY – LAW DIVISION DOCKET NO. UNN-L-1011-20

NOTICE

TO: Keith Roberts, Esquire/Richard B. Robins, Esquire
BRACH EICHLER, L.L.C.
101 Eisenhower Parkway
Roseland, New Jersey 07068

Please take notice that Defendant, Positive Physicians Insurance Company has filed a Notice of Removal to the United States District Court for the District of New Jersey removing to that Court a civil action previously pending in the Superior Court of New Jersey Essex, Law Division entitled, Richard H. Blum, M.D. v. Positive Physicians Insurance Company, et al. Docket Number UNN-L-1011-20.

BENNETT, BRICKLIN & SALTZBURG LLC

BY: _____
Michael Dolich
6000 Sagemore Drive, Suite 6103
Marlton, NJ 08053
856-673-3462 dolich@bbs-law.com
Attorneys for Defendant, Positive Physicians Insurance Company

Date: May 1, 2020

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

RICHARD H. BLUM, M.D. Plaintiff, v. POSITIVE PHYSICIANS INSURANCE COMPANY, JOHN DOES 1-5, and JANE DOES 1-5, FICTITIOUS NAMES WHOSE PRESENT IDENTITIES ARE UNKNOWN, Defendants.	CIVIL ACTION NO.

PROOF OF FILING

STATE OF NEW JERSEY
COUNTY OF BURLINGTON

Michael Dolich, being duly sworn according to law, deposes and says that I am an attorney in the law firm of Bennett, Bricklin & Saltzburg LLC, attorneys for Defendant Positive Physicians Insurance Company and that I did direct the filing with the Superior Court of New Jersey, Law Division, Union County a copy of the Notice of Removal, attached hereto, said filing to be made on this date.

BENNETT, BRICKLIN & SALTZBURG LLC

BY: _____

Michael Dolich
6000 Sagemore Drive, Suite 6103
Marlton, NJ 08053

Attorney for Defendant, Positive Physicians Insurance Company
(856) 673-3462

Date: May 1, 2020

Sworn to and subscribed

before me this 1st day

of May, 2020.

_____
NOTARY PUBLIC

LISA NOTARFRANCESCO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/1/2022

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

RICHARD H. BLUM, M.D. Plaintiff, v. POSITIVE PHYSICIANS INSURANCE COMPANY, JOHN DOES 1-5, and JANE DOES 1-5, FICTITIOUS NAMES WHOSE PRESENT IDENTITIES ARE UNKNOWN, Defendants.	:	CIVIL ACTION NO.

PROOF OF SERVICE

STATE OF NEW JERSEY

COUNTY OF BURLINGTON

Michael Dolich, being duly sworn according to law, deposes and says that I am an attorney in the law firm of Bennett, Bricklin & Saltzburg LLC, attorneys for Defendant Positive Physicians Insurance Company and that I did serve this date the aforementioned Notice upon the individuals named below by electronic mail.

Keith Roberts, Esquire
Richard B. Robins, Esquire
BRACH EICHLER, L.L.C.
101 Eisenhower Parkway
Roseland, New Jersey 07068

BENNETT, BRICKLIN & SALTZBURG LLC

BY: _____

Michael Dolich
6000 Sagemore Drive, Suite 6103
Marlton, NJ 08053
856-673-3462
dolich@bbs-law.com
Attorneys for Defendant, Positive Physicians Insurance Company

Date: 5/01/2020

Sworn to and subscribed

before me this 1st **day**

of May, **2020.**

Lisa Notarfrancesco

NOTARY PUBLIC

LISA NOTARFRANCESCO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/1/2022

JS 44 (Rev. 06/17)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. *(SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)*

I. (a) PLAINTIFFS

Richard H. Blum, M.D.

(b) County of Residence of First Listed Plaintiff Union (New Jersey)
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys *(Firm Name, Address, and Telephone Number)*
Keith Roberts, Esquire, Richard B. Robins, Brach Eichler L.L.C.
101 Eisenhower Parkway
Roseland, NJ 07068 (973) 228-5700

DEFENDANTS

Positive Physicians Insurance Company

County of Residence of First Listed Defendant Chester (Pennsylvania)
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys *(If Known)*
Michael Dolich, Bennett, Bricklin & Saltzburg LLC
6000 Sagemore Drive, Suite 6103
Marlton, NJ 08053 (856) 676-3462

II. BASIS OF JURISDICTION *(Place an "X" in One Box Only)*

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question *(U.S. Government Not a Party)*
- ☐ 2 U.S. Government Defendant
- ☒ 4 Diversity *(Indicate Citizenship of Parties in Item III)*

III. CITIZENSHIP OF PRINCIPAL PARTIES *(Place an "X" in One Box for Plaintiff and One Box for Defendant)*
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	☒ 1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	☐ 2	☒ 2	Incorporated *and* Principal Place of Business In Another State	☐ 5	☒ 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT *(Place an "X" in One Box Only)*

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
☒ 110 Insurance	PERSONAL INJURY	PERSONAL INJURY	☐ 625 Drug Related Seizure of Property 21 USC 881	☐ 422 Appeal 28 USC 158	☐ 375 False Claims Act
☐ 120 Marine	☐ 310 Airplane	☐ 365 Personal Injury - Product Liability	☐ 690 Other	☐ 423 Withdrawal 28 USC 157	☐ 376 Qui Tam (31 USC 3729(a))
☐ 130 Miller Act	☐ 315 Airplane Product Liability	☐ 367 Health Care/ Pharmaceutical Personal Injury Product Liability		PROPERTY RIGHTS	☐ 400 State Reapportionment
☐ 140 Negotiable Instrument	☐ 320 Assault, Libel & Slander	☐ 368 Asbestos Personal Injury Product Liability		☐ 820 Copyrights	☐ 410 Antitrust
☐ 150 Recovery of Overpayment & Enforcement of Judgment	☐ 330 Federal Employers' Liability	PERSONAL PROPERTY	LABOR	☐ 830 Patent	☐ 430 Banks and Banking
☐ 151 Medicare Act	☐ 340 Marine	☐ 370 Other Fraud	☐ 710 Fair Labor Standards Act	☐ 835 Patent - Abbreviated New Drug Application	☐ 450 Commerce
☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)	☐ 345 Marine Product Liability	☐ 371 Truth in Lending	☐ 720 Labor/Management Relations	☐ 840 Trademark	☐ 460 Deportation
☐ 153 Recovery of Overpayment of Veteran's Benefits	☐ 350 Motor Vehicle	☐ 380 Other Personal Property Damage	☐ 740 Railway Labor Act	SOCIAL SECURITY	☐ 470 Racketeer Influenced and Corrupt Organizations
☐ 160 Stockholders' Suits	☐ 355 Motor Vehicle Product Liability	☐ 385 Property Damage Product Liability	☐ 751 Family and Medical Leave Act	☐ 861 HIA (1395ff)	☐ 480 Consumer Credit
☐ 190 Other Contract	☐ 360 Other Personal Injury		☐ 790 Other Labor Litigation	☐ 862 Black Lung (923)	☐ 490 Cable/Sat TV
☐ 195 Contract Product Liability	☐ 362 Personal Injury - Medical Malpractice		☐ 791 Employee Retirement Income Security Act	☐ 863 DIWC/DIWW (405(g))	☐ 850 Securities/Commodities/ Exchange
☐ 196 Franchise				☐ 864 SSID Title XVI	☐ 890 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	IMMIGRATION	☐ 865 RSI (405(g))	☐ 891 Agricultural Acts
☐ 210 Land Condemnation	☐ 440 Other Civil Rights	Habeas Corpus:	☐ 462 Naturalization Application	FEDERAL TAX SUITS	☐ 893 Environmental Matters
☐ 220 Foreclosure	☐ 441 Voting	☐ 463 Alien Detainee	☐ 465 Other Immigration Actions	☐ 870 Taxes (U.S. Plaintiff or Defendant)	☐ 895 Freedom of Information Act
☐ 230 Rent Lease & Ejectment	☐ 442 Employment	☐ 510 Motions to Vacate Sentence		☐ 871 IRS—Third Party 26 USC 7609	☐ 896 Arbitration
☐ 240 Torts to Land	☐ 443 Housing/ Accommodations	☐ 530 General			☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
☐ 245 Tort Product Liability	☐ 445 Amer. w/Disabilities - Employment	☐ 535 Death Penalty			☐ 950 Constitutionality of State Statutes
☐ 290 All Other Real Property	☐ 446 Amer. w/Disabilities - Other	Other:			
	☐ 448 Education	☐ 540 Mandamus & Other			
		☐ 550 Civil Rights			
		☐ 555 Prison Condition			
		☐ 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN *(Place an "X" in One Box Only)*

☐ 1 Original Proceeding ☒ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District *(specify)* ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing ***(Do not cite jurisdictional statutes unless diversity)***:
28 U.S.C. 1446

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A **CLASS ACTION** UNDER RULE 23, F.R.Cv.P.

DEMAND $

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE DOCKET NUMBER

DATE May 1, 2020

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

Print Save As... Reset

EXHIBIT A

BRACH EICHLER L.L.C.
Keith J. Roberts, Esq. (043681993)
Richard B. Robins, Esq. (025461988)
101 Eisenhower Parkway
Roseland, New Jersey 07068-1067
(973) 228-5700
Attorneys for Plaintiff

RICHARD H. BLUM, M.D.,

Plaintiff,

v.

POSITIVE PHYSICIANS INSURANCE COMPANY; JOHN DOES 1-5, AND JANE DOES 1-5, FICTITIOUS NAMES WHOSE PRESENT IDENTITIES ARE UNKNOWN,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: UNION COUNTY

DOCKET NO.:

Civil Action

COMPLAINT FOR DECLARATORY JUDGMENT AND JURY DEMAND

Plaintiff, Richard H. Blum, M.D. ("Plaintiff"), by way of Complaint for Declaratory Judgment against the Defendants, does hereby declare and say:

THE PARTIES

1. Plaintiff is a Medical Doctor licensed to practice in the State of New Jersey, specializing in Obstetrics and Gynecology. Plaintiff resides at 10 Avon Road, Springfield, Union County, New Jersey 07081.

2. Defendant, Positive Physicians Insurance Company (also d/b/a "Positive Physicians Insurance Exchange") (also d/b/a "Positive Physicians Captive Insurance Company") ("Defendant" or "PPIC"), is a company engaged in the business of issuing insurance policies and providing insurance coverage, including professional liability insurance coverage to physicians

practicing in the State of New Jersey. PPIC has an address of 850 Cassatt Road, 100 Berwyn Park, Suite 220, Berwyn, Pennsylvania 19312.

3. Defendants, John Does 1-5 and Jane Does 1-5, are persons who, upon information and belief, were acting as employees, agents, servants and/or ostensible employees, agents and/or servants of PPIC, who may have participated in the actions and decisions of PPIC at issue in this matter.

COUNT I

(DECLARATORY JUDGMENT: BREACH OF CONTRACT)

4. On April 1, 2019, Defendant PPIC issued Plaintiff an insurance policy for professional liability (malpractice) coverage (the "policy" or "insurance policy"). The policy was a claims-made policy with effective dates of April 1, 2019 to April 1, 2020, including a tail to cover claims arising after a retroactive date of January 1, 2003.

5. Pursuant to the policy, Plaintiff and Defendant PPIC had a valid and enforceable contract – the insurance policy (Policy No.: IND002285).

6. Plaintiff sought insurance coverage from Defendant PPIC for an event that occurred on October 9, 2008 and as to which a claim was made (a lawsuit was filed in the Superior Court of New Jersey) on September 19, 2019, involving the delivery of a baby, Ashton Markham at Overlook Hospital in Summit, New Jersey. The lawsuit was filed as Docket No. UNN-L-3291-19 and is presently active and pending in the Superior Court of New Jersey, Law Division, Union County (the "Markham Lawsuit"). The Markham Lawsuit asserts claims against Plaintiff including negligence and failure to provide informed consent.

7. The claims asserted against Plaintiff in the Markham Lawsuit are covered by the applicable insurance policy issued by Defendant PPIC in favor of Plaintiff.

8. The insurance policy requires Defendant PPIC to provide legal defense and coverage to Plaintiff for the Markham Lawsuit.

9. Defendant PPIC is wrongfully disclaiming coverage for the Markham Lawsuit under the policy issued to Plaintiff. Specifically, Defendant PPIC wrongly asserts that the insurance policy does not apply to the claims asserted against Plaintiff because the matter was previously reported by Plaintiff to a previous professional liability insurer, Obstetrics & Gynecologists Risk Retention Group of America ("OGRRGA") on October 13, 2008, which purportedly constituted an exclusion under the policy.

10. In fact, Plaintiff did not previously report the matter to OGRRGA. Therefore, the purported exclusion does not apply.

11. Further, prior to the filing of the Markham Lawsuit, Plaintiff did not know, and Plaintiff did not and should not reasonably have expected, that the alleged incidents connected to the delivery of Ashton Markham would result in a claim against Plaintiff under the insurance policy.

12. Upon information and belief, OGRRGA subsequently declared bankruptcy.

13. Defendant PPIC is attempting to avoid its contractual obligations to provide insurance coverage, pursuant to policy terms, by misstating Plaintiff's prior conduct.

14. Defendant PPIC is lawfully required to provide coverage and legal defense to Plaintiff for the claims asserted against Plaintiff in the Markham Lawsuit in accordance with the policy contract.

15. Plaintiff is unable to obtain insurance coverage on the claims in the Markham Lawsuit from another insurance carrier.

16. Accordingly, in light of the facts of this case and relevant legal authority, Plaintiff seeks a declaration pursuant to N.J.S.A. 2A:16-53 as to the validity of the insurance policy and requiring Defendant PPIC to defend and indemnify Plaintiff for the claims asserted against him in the Markham Lawsuit.

17. Rule 4:42-9(a)(6) permits the award of attorney's fees "[i]n an action upon a liability or indemnity policy of insurance, in favor of a successful claimant." Pursuant to this Rule, Plaintiff is entitled to an award of his reasonable attorney's fees and costs incurred in this action.

WHEREFORE, Plaintiff demands judgment against Defendants for the issuance of declaratory judgment, preventing Defendants from disclaiming coverage and requiring indemnification and the provision of legal defense for the claims asserted against Plaintiff in the Markham Lawsuit, and further awarding compensatory damages, attorney's fees and costs, and for such other relief as the Court deems just.

COUNT II

(DECLARATORY JUDGMENT: RELIANCE/PROMISSORY ESTOPPEL)

18. Plaintiff relies on and incorporates the prior allegations as if set forth here at length.

19. After Plaintiff reported the claims asserted against him in the Markham Lawsuit to PPIC, by letter dated December 5, 2019, PPIC acknowledged Plaintiff's claim submission and assigned coverage and defense counsel to represent Plaintiff in the Markham Lawsuit.

20. Pursuant to that coverage and assignment of counsel, Michael E. McGann, Esq. of the Law Firm of Orlovsky, Moody, Schaaff, Conlon & Gabrysiak (the "Orlovsky firm") filed a responsive pleading on behalf of Plaintiff in the Markham Lawsuit on January 9, 2020.

21. In reasonable reliance on the fact that PPIC had provided coverage and legal representation to Plaintiff for the claims asserted against him in the Markham Lawsuit, Plaintiff did not seek to obtain other legal counsel in the case.

22. Subsequently, the Orlovsky firm further involved itself in the litigation and took actions that were binding upon Plaintiff. Without limitation, Mr. McGann attended a Case Management Conference in the Markham Lawsuit as counsel of record for Plaintiff on February 6, 2020, at which time Mr. McGann consented on behalf of Plaintiff to the adequacy of the Affidavit of Merit which had been submitted by opposing counsel in support of the claims against Plaintiff. Further, Mr. McGann participated in and consented to the scheduling of discovery deadlines which were memorialized in a Case Management Order, including a March 31, 2020 deadline to answer interrogatories and document demands, and a June 30, 2020 deadline to complete party and fact witness depositions.

23. The day after the Case Management Conference was conducted in the Markham Lawsuit, on February 7, 2020, PPIC purported to renounce and disclaim the insurance coverage and assignment of defense counsel which it had provided to Plaintiff in the Markham Lawsuit on December 5, 2019. In addition, PPIC instructed Mr. McGann to transfer the file or "withdraw as counsel" in the case within the next 30 days.

24. As a result of these actions, Plaintiff has been placed in a position where his assigned legal counsel was supposed to serve and respond to discovery demands in short order, and to prepare for and participate in the taking and defending of depositions in short order, but Plaintiff is now left with the prospect that he will be left without insurance coverage or legal representation in the Markham Lawsuit contrary to his interests and to his great prejudice, and in

violation of Defendant PPIC's prior promises and assurances upon which Plaintiff reasonably relied.

25. For these additional reasons, Defendant PPIC should not be permitted to disavow and disclaim the insurance coverage and provision of legal counsel to Plaintiff in defense of the Markham Lawsuit.

26. Accordingly, in light of the facts of this case and relevant legal authority, Plaintiff seeks a declaration pursuant to N.J.S.A. 2A:16-53 as to the validity of the insurance policy and requiring Defendant PPIC to defend and indemnify Plaintiff for the claims asserted against him in the Markham Lawsuit.

27. Rule 4:42-9(a)(6) permits the award of attorney's fees "[i]n an action upon a liability or indemnity policy of insurance, in favor of a successful claimant." Pursuant to this Rule, Plaintiff is entitled to an award of his reasonable attorney's fees and costs incurred in this action.

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BRACH EICHLER L.L.C.
Attorneys for Plaintiff

By:/s/_____
KEITH J. ROBERTS

DATED: March 17, 2020

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, Plaintiff designates Keith J. Roberts, Esq. as trial counsel for Plaintiff.

JURY DEMAND

Plaintiff demands a trial by jury as to all issues so triable.

CERTIFICATION PURSUANT TO R. 4:5-1

Pursuant to R. 4:5-1, it is hereby stated that the matter in controversy is not the subject of any other action pending in any other court or of a pending arbitration proceeding to the best of Plaintiff's knowledge and belief, except that the matter is the subject of a case pending in the Superior Court of New Jersey, Union County, Law Division, titled Ashton Markham, a minor, brought on his behalf by his parents and guardians ad litem, Rosie Markham and Donald Markham v. AHS Hospital Corp., et al, Docket No. UNN-L-3291-19.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

BRACH EICHLER L.L.C.
Attorneys for Plaintiff

By: /s/_____
KEITH J. ROBERTS

DATED: March 17, 2020