

**IN THE CIRCUIT COURT OF WOOD COUNTY, WEST VIRGINIA**

**HIGHMARK WEST VIRGINIA INC.**

**Plaintiff**

**v.**

**Civil Action No. 18-C-271  
Judge Robert A. Waters**

**MEDTEST LABORATORIES, LLC,  
BRICE AND/OR BILLY TAYLOR,  
MUHAMMAD AMJAD, PH.D.,  
MICHAEL CHEN, PH.D., JAMES  
TAYLOR, and VITAS LABORATORY, LLC**

**Defendants.**

**ANSWER ON BEHALF OF MUHAMMAD AMJAD, PH.D. TO PLAINTIFF'S  
COMPLAINT AND CROSS-CLAIMS AGAINST CO-DEFENDANTS**

Muhammad Amjad, Ph.D. (hereinafter "Dr. Amjad"), by and through his attorney, Thomas E. Scarr and Jenkins Fenstermaker, PLLC, hereby answers and responds to the Complaint filed by Highmark West Virginia Inc. (hereinafter "Highmark") and asserts his Cross-claims against Co-Defendants MedTest Laboratories, LLC, Brice and/or Billy Taylor, Michael Chen, Ph.D., James Taylor, and Vitas Laboratory LLC. In Answer to Highmark's Complaint, Dr. Amjad states as follows:

**FIRST DEFENSE**

Plaintiff's Complaint should be dismissed pursuant to Rule 12(b)(6) of the West Virginia Rules of Civil Procedure on the grounds that the Complaint fails to state a claim or cause of action upon which relief can be granted.

**SECOND DEFENSE**

In response to the specific allegations contained in Plaintiff's Complaint, Dr. Amjad responds as follows:

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CAROLE JONES  
CLERK CIRCUIT COURT**

1. Dr. Amjad admits the allegations contained in Paragraph 1 of the Complaint to the extent that it sets forth in generalities the nature of its alleged claims against the Defendants. However, Dr. Amjad specifically denies that he engaged in any conduct or omissions that would give rise to the claims against him herein and specifically denies that he carried out, or participated, in any billing scheme or that he made any false, misleading or fraudulent claims for insurance benefits to Highmark. As to the other Defendants named herein, Dr. Amjad states that he is without sufficient information to admit or deny any of the allegations made in regards to Highmark's claims against such other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

2. Dr. Amjad admits the allegations contained in Paragraph 2 of the Complaint to the extent that it sets forth in generalities the nature of its alleged claims against the Defendants. As Dr. Amjad played no role in the billing of services to Highmark, he is without knowledge or information sufficient to admit or deny the amount of money billed to Highmark by any of the Defendants. Dr. Amjad specifically denies that he engaged in any conduct or omissions that would give rise to claims against him for fraudulent misrepresentation and inducement, breach of contract, unjust enrichment, civil conspiracy, or negligence. Dr. Amjad further specifically denies that Plaintiffs are entitled to veil piercing in regards to himself, or that Highmark is entitled to a money judgment against him in any amount. As to the other Defendants named herein, Dr. Amjad states that he is without sufficient information to admit or deny any of the allegations made in regards to Highmark's claims against such other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

3. Dr. Amjad admits the allegations contained in Paragraph 3 of the Complaint to the extent that based on information and belief Highmark is a health care benefits corporation with a

principal place of business in Parkersburg, Wood County, West Virginia. Dr. Amjad states that he is without sufficient information to admit or deny the remaining allegations related to Highmark's contractual relationships with other entities and the rights conferred upon Highmark pursuant to those contractual terms.

4. Dr. Amjad admits the allegations contained in Paragraph 4 of the Complaint to the extent that MedTest Laboratories, LLC was originally formed as a West Virginia Limited Liability Company with its principal office address in Hurricane, Putnam County, West Virginia. As to the remaining allegations in the Complaint, Dr. Amjad states that during the time period of his ownership interest of MedTest, and while he was serving as the Laboratory Director, MedTest was a functioning laboratory, and was inspected by the West Virginia Department of Health. Therefore, Dr. Amjad denies any allegations purporting to claim that MedTest was not a functioning laboratory during such time period or that he personally engaged in any billing schemes using MedTest as a "front". Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark's claims against such other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

5. Dr. Amjad states that he is without information sufficient to admit or deny the allegations in Paragraph 5 of the Complaint as to whether Brice and/or Billy Taylor have any ownership, membership or managerial interest in MedTest, whether the Taylors engaged in any billing scheme, or whether they operated MedTest as a "front". Dr. Amjad states that he entered into a Letter of Intent on November 10, 2016, negotiated with Co-Defendant Billy Taylor to sell all of his interest in MedTest to Taylor and Fisher Medical Management, LLC. The sale of all of Dr. Amjad's interest in MedTest was fully consummated on January 31, 2017, with the sale of his 99% ownership interest to Billy Taylor d/b/a Taylor Made Labs and Cenegen, LLC, transfer of his

remaining 1% interest on February 15, 2017. James J. Taylor, Jr. (James Taylor/Jimbo Taylor), Billy Taylor, Brice Taylor and Allan Polhill all signed the sale agreements. Following the execution of the Letter of Intent on November 10, 2016, Dr. Amjad had no role in the billing for services and his only continuing role was that of Laboratory Director which ended on May 11, 2017. Dr. Amjad specifically denies that he had any involvement in the operation of MedTest as a “front” or that he engaged in any billing scheme. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark’s claims against such other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

6. Dr. Amjad admits the allegations contained in Paragraph 6 of the Complaint to the extent that from January 31, 2017 and informally from November 10, 2016, until May 11, 2017 he served as a medical and/or Laboratory Director pursuant to a consulting agreement during which time MedTest operated as a functioning laboratory. Dr. Amjad specifically denies that he had any involvement in the operation of MedTest as a “front” or that he engaged in any billing scheme. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark’s claims against such other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

7. Dr. Amjad states that he is without information sufficient to admit or deny the allegations in Paragraph 7 of the Complaint made in regards to Highmark’s claims against Michael Chen, Ph.D., and specifically refers Highmark to the Answer filed by such Defendant. Dr. Amjad specifically denies that he (Dr. Amjad) had any involvement in the operation of MedTest as a “front” or that he engaged in any billing scheme. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark’s claims against such other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

8. Dr. Amjad states that he is without information sufficient to admit or deny the allegations in Paragraph 8 of the Complaint as to whether James Taylor has any ownership, membership or managerial interest in MedTest, whether James Taylor engaged in any billing scheme, or whether he operated MedTest as a “front”. However, James J. Taylor, Jr. (James Taylor/Jimbo Taylor), Billy Taylor, Brice Taylor and Allan Polhill signed the sale agreements to purchase MedTest. Dr. Amjad specifically denies that he (Dr. Amjad) had any involvement in the operation of MedTest as a “front” or that he engaged in any billing scheme. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark’s claims against such other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

9. Dr. Amjad states that he is without information sufficient to admit or deny the allegations in Paragraph 9 of the Complaint made in regards to Defendant Vitas and Highmark’s claims against Vitas and specifically refers Highmark to the Answer filed by such Defendant. Dr. Amjad specifically denies that he had any involvement in the operation of MedTest as a “front” or that he engaged in any billing scheme. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark’s claims against such other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

#### **ANSWER TO JURISDICTION & VENUE**

10. Dr. Amjad states that the allegations in Paragraph 10 of the Complaint constitute a conclusion of law for which no response is required of Dr. Amjad. To the extent that any response is required, Dr. Amjad admits such allegations.

11. Dr. Amjad states that the allegations in Paragraph 11 of the Complaint constitute a conclusion of law for which no response is required of Dr. Amjad. To the extent a response is

required, Dr. Amjad does not challenge venue and denies the allegation contained therein that he submitted false, misleading, and fraudulent claims for processing and reimbursement to Highmark. Dr. Amjad further states that the contractual provisions contained in any Network Agreement speak for themselves, and as such, no response is required. To the extent that any further response is required, Dr. Amjad denies such allegations.

12. Dr. Amjad incorporates by reference his answers to Paragraphs 1 through 11 of the Complaint as if fully set forth herein.

13. Dr. Amjad is without knowledge or information sufficient to answer the allegations set forth in Paragraph 13 of the Complaint.

14. Dr. Amjad admits the allegations contained in Paragraph 14 of the Complaint to the extent that Blue Cross and Blue Shield provides health benefit plans. Dr. Amjad is without knowledge or information sufficient to answer the remaining allegations set forth in Paragraph 14 of the Complaint.

15. Dr. Amjad is without knowledge or information sufficient to answer the allegations set forth in Paragraph 15 of the Complaint.

16. Dr. Amjad is without knowledge or information sufficient to answer the allegations set forth in Paragraph 16 of the Complaint.

17. Dr. Amjad is without knowledge or information sufficient to answer the allegations set forth in Paragraph 17 of the Complaint.

18. Dr. Amjad admits generally that it is his understanding participating providers may submit claims for services performed for Blue Cross and Blue Shield members. Dr. Amjad is without knowledge or information sufficient to answer the remaining allegations set forth in Paragraph 18 of the Complaint.

19. Dr. Amjad admits the allegations set forth in Paragraph 19 of the Complaint to the extent that written procedures exist in regards to submissions of claims to Highmark. Dr. Amjad states that those procedures contained in the relevant documents speak for themselves and therefore no response to the remaining allegations in the Complaint is required of Dr. Amjad. To the extent a response is required, Dr. Amjad denies the characterization of the terms and provisions of that document.

20. Dr. Amjad admits the allegations set forth in Paragraph 20 of the Complaint to the extent that written procedures exist in regards to submissions of claims to Highmark. Dr. Amjad states that those procedures contained in the relevant documents speak for themselves and therefore no response to the remaining allegations in the Complaint is required of Dr. Amjad. To the extent a response is required, Dr. Amjad denies the characterization of the terms and provisions of that document.

21. Dr. Amjad is without knowledge or information sufficient to answer the allegations set forth in Paragraph 21 of the Complaint and states that to the extent the procedures described are contained in certain documents, the relevant documents speak for themselves and therefore no response to the remaining allegations in the Complaint is required of Dr. Amjad.

22. Dr. Amjad is without knowledge or information sufficient to answer the allegations set forth in Paragraph 22 of the Complaint and states that to the extent the written procedures described are contained in certain documents, the relevant documents speak for themselves and therefore no response to the remaining allegations in the Complaint is required of Dr. Amjad.

23. Dr. Amjad admits the allegations in Paragraph 23 of the Complaint to the extent that Highmark does not have a cause of action for claims that were billed correctly. Dr. Amjad

specifically denies that he submitted for processing and reimbursement any claims that were false, misleading, or fraudulent.

24. Dr. Amjad admits the allegations contained in Paragraph 24 of the Complaint. However, Dr. Amjad signed the contract as an authorized representative of MedTest Laboratories for which he was a part owner and director.

25. Dr. Amjad admits the allegations contained in Paragraph 25 of the Complaint and states that at the time MedTest was a fully certified CLIA Testing Laboratory. Dr. Amjad further denies, any implication that MedTest was not a CLIA certified laboratory at the time it entered into the Network Agreement with Highmark.

26. Dr. Amjad states the allegations contained in Paragraph 26 refer to a written document. Dr. Amjad states that the provisions of that written document speak for themselves, and as such no response is required of Dr. Amjad. To the extent a response is required, Dr. Amjad denies the characterization of the terms of that document.

27. Dr. Amjad admits the allegations contained in Paragraph 27 of the Complaint to the extent that MedTest represented at the time that it entered into the Network Agreement it was a fully-functioning laboratory and diagnostic services as it was in fact operating as such. Dr. Amjad denies, however, any implication that MedTest was not a CLIA certified laboratory at the time it entered into the Network Agreement with Highmark or that it falsely or fraudulently represented its status to Highmark.

28. Dr. Amjad denies the allegations contained in Paragraph 28 of the Complaint to the extent that during the time period in which he possessed an ownership interest in MedTest, and was involved in the active management of the company, and during the time period in which he was Laboratory Director through May 11, 2017, MedTest was at all times a functioning clinical

laboratory. Dr. Amjad specifically denies that during the time period when he possessed an ownership interest in MedTest and was involved in the active management of the company that MedTest was used as a “front” or that it engaged in any fraudulent billing scheme. Dr. Amjad further specifically denies knowledge or, or that he participated in, the submission of any false, misleading or incorrectly coded claims to Highmark. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark’s claims against such other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

29. Dr. Amjad is without knowledge or information sufficient to answer the allegations contained in Paragraph 29 of the Complaint as he was not involved in any fraudulent billing scheme and was not involved in the billing for services after November 10, 2016 when the Letter of Intent was executed. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark’s claims against such other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

30. Dr. Amjad denies the allegations contained in Paragraph 30 to the extent they imply that any services performed and billed prior to November 10, 2016 when the Letter of Intent was executed were done fraudulently and in violation of any relevant contractual provision. Any services performed prior to such date were ordered by physicians located within the state of West Virginia and were properly coded and billed. Dr. Amjad is without knowledge or information sufficient to answer the remaining allegations as he was not involved in any fraudulent billing scheme and was not involved in the billing for services after November 10, 2016 when the Letter of Intent was executed. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark’s claims against such other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

31. Dr. Amjad specifically denies the allegation contained in Paragraph 31 of the Complaint that he was a co-conspirator with Vitas or any other party. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark's claims against such other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

32. Dr. Amjad denies the allegations contained in Paragraph 32 of the Complaint to the extent such imply that any services performed and billed prior to November 10, 2016 when the Letter of Intent was executed were done fraudulently and in violation of any relevant contractual provision. Any services performed prior to such date were ordered by physicians located within the state of West Virginia and properly coded and billed. Dr. Amjad also specifically denies that he appreciated or understood at any time in which he was involved with MedTest that any of the Defendants in this case were engaged in any alleged fraudulent scheme or that claims were not properly submitted. Dr. Amjad is without knowledge or information sufficient to answer the remaining allegations as he was not involved in any fraudulent billing scheme and was not involved in the billing for services after November 10, 2016 when the Letter of Intent was executed. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark's claims against such other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

33. Dr. Amjad specifically denies the allegations in Paragraph 33 of the Complaint that he purposefully or intentionally engaged in any fraudulent billing scheme for any purpose whatsoever. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark's claims against such other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

34. Dr. Amjad is without sufficient information to admit or deny the allegations contained in Paragraph 34 of the Complaint.

35. Dr. Amjad is without sufficient information to admit or deny the allegations contained in Paragraph 35 of the Complaint.

36. Dr. Amjad is without sufficient information to admit or deny the allegations contained in Paragraph 36 of the Complaint.

### **ANSWER TO CLAIMS**

#### **ANSWER TO COUNT I – FRAUDULENT MISREPRESENTATION AND INDUCEMENT**

37. Dr. Amjad incorporates by reference his answers to Paragraphs 1 through 36 of the Complaint as if fully set forth herein.

38. Dr. Amjad specifically denies the allegations contained in Paragraph 38 of the Complaint to the extent that they are directed at Dr. Amjad. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark's claims against other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

39. Dr. Amjad specifically denies the allegations contained in Paragraph 39 of the Complaint to the extent that they are directed at Dr. Amjad. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark's claims against other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

40. Dr. Amjad specifically denies the allegations contained in Paragraph 40 of the Complaint to the extent that they are directed at Dr. Amjad. Dr. Amjad is without information

sufficient to admit or deny the allegations made in regards to Highmark's claims against other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

41. Dr. Amjad specifically denies the allegations contained in Paragraph 41 of the Complaint to the extent that they are directed at Dr. Amjad. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark's claims against other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

42. Dr. Amjad specifically denies the allegations contained in Paragraph 42 of the Complaint to the extent that they are directed at Dr. Amjad. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark's claims against other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

#### **ANSWER TO COUNT II – BREACH OF CONTRACT**

43. Dr. Amjad incorporates by reference his answers to Paragraphs 1 through 42 of the Complaint as if fully set forth herein.

44. Dr. Amjad admits that Highmark WV and MedTest entered into a Network Agreement, but states that the other allegations contained in Paragraph 44 of the Complaint constitute a conclusion of law for which no response is required of Dr. Amjad, and further states that the Network Agreement speaks for itself and as such, no response is required. To the extent that any response is required, Dr. Amjad denies the characterization of the terms and provisions of that document.

45. Dr. Amjad states the allegations contained in Paragraph 45 of the Complaint constitute a conclusion of law for which no response is required of Dr. Amjad. Additionally, the allegations refer to provisions contained in a contractual document and Dr. Amjad states that the

terms of such document speak for themselves. To the extent that any response is required, Dr. Amjad denies the characterization of the terms and provisions of that document.

46. Dr. Amjad specifically denies the allegations contained in Paragraph 46 of the Complaint to the extent that they are directed at Dr. Amjad. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark's claims against other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

47. Dr. Amjad is without sufficient information to admit or deny the allegations contained in Paragraph 47 of the Complaint.

48. Dr. Amjad specifically denies the allegations contained in Paragraph 48 of the Complaint to the extent that they are directed Dr. Amjad. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark's claims against other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

### **ANSWER TO COUNT III – UNJUST ENRICHMENT**

49. Dr. Amjad incorporates by reference his answers to Paragraphs 1 through 48 of the Complaint as if fully set forth herein.

50. Dr. Amjad specifically denies the allegations contained in Paragraph 50 of the Complaint to the extent that they are directed at Dr. Amjad. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark's claims against other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

51. Dr. Amjad specifically denies the allegations contained in Paragraph 51 of the Complaint to the extent that they are directed at Dr. Amjad. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark's claims against other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

52. Dr. Amjad specifically denies the allegations contained in Paragraph 52 of the Complaint to the extent that they are directed at Dr. Amjad. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark's claims against other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

53. Dr. Amjad specifically denies the allegations contained in Paragraph 53 of the Complaint to the extent that they are directed at Dr. Amjad. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark's claims against other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

#### **ANSWER TO COUNT IV – CIVIL CONSPIRACY**

54. Dr. Amjad incorporates by reference his answers to Paragraphs 1 through 53 of the Complaint as if fully set forth herein.

55. Dr. Amjad specifically denies the allegations contained in Paragraph 55 of the Complaint to the extent that they are directed at Dr. Amjad. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark's claims against other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

56. Dr. Amjad specifically denies the allegations contained in Paragraph 56 of the Complaint to the extent that they are directed at Dr. Amjad. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark's claims against other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

57. Dr. Amjad specifically denies the allegations contained in Paragraph 57 of the Complaint to the extent that they are directed at Dr. Amjad. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark's claims against other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

58. Dr. Amjad specifically denies the allegations contained in Paragraph 58 of the Complaint to the extent that they are directed at Dr. Amjad. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark's claims against other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

#### **ANSWER TO COUNT V – JOINT VENTURE**

59. Dr. Amjad incorporates by reference his answers to Paragraphs 1 through 58 of the Complaint as if fully set forth herein.

60. Dr. Amjad specifically denies the allegations contained in Paragraph 60 of the Complaint to the extent that they are directed at Dr. Amjad. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark's claims against other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

61. Dr. Amjad specifically denies the allegations contained in Paragraph 61 of the Complaint to the extent that they are directed at Dr. Amjad. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark's claims against other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

62. Dr. Amjad specifically denies the allegations contained in Paragraph 62 of the Complaint to the extent that they are directed at Dr. Amjad. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark's claims against other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

63. Dr. Amjad specifically denies the allegations contained in Paragraph 63 of the Complaint to the extent that they are directed at Dr. Amjad. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark's claims against other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

## **ANSWER TO COUNT VI – NEGLIGENCE**

64. Dr. Amjad incorporates by reference his answers to Paragraphs 1 through 63 of the Complaint as if fully set forth herein.

65. Dr. Amjad states the allegations contained in Paragraph 65 of the Complaint constitute a conclusion of law for which no response is required of Dr. Amjad. To the extent that any response is required, Dr. Amjad states that the document speaks for itself and therefore Dr. Amjad denies the characterization of the terms and provisions of that document.

66. Dr. Amjad specifically denies the allegations contained in Paragraph 66 of the Complaint to the extent that they are directed at Dr. Amjad. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark's claims against other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

67. Dr. Amjad specifically denies the allegations contained in Paragraph 67 of the Complaint to the extent that they are directed at Dr. Amjad. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark's claims against other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

68. Dr. Amjad specifically denies the allegations contained in Paragraph 68 of the Complaint to the extent that they are directed at Dr. Amjad. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark's claims against other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

## **ANSWER TO COUNT VII – PIERCING THE MEDTEST LLC VEIL**

69. Dr. Amjad incorporates by reference his answers to Paragraphs 1 through 67 of the Complaint as if fully set forth herein.

70. Dr. Amjad states that the allegations contained in Paragraph 70 of the Complaint constitute a conclusion of law for which no response is required of Dr. Amjad. To the extent any response is required, Dr. Amjad specifically denies that Highmark is entitled to the equitable remedy of piercing the veil in regards to Dr. Amjad. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark's claims against other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

71. Dr. Amjad states that the allegations contained in Paragraph 71 constitute a conclusion of law for which no response is required of Dr. Amjad. To the extent any response is required, Dr. Amjad specifically denies that Highmark is entitled to the equitable remedy of piercing the veil in regards to Dr. Amjad. Dr. Amjad further denies that during the time period in which he had an ownership interest and was actively involved in the management of MedTest that it failed to observe corporate formalities required by West Virginia's Uniform Limited Liability Act. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark's claims against other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

72. Dr. Amjad states that the allegations contained in Paragraph 72 constitute a conclusion of law for which no response is required of Dr. Amjad. To the extent any response is required, Dr. Amjad specifically denies that Highmark is entitled to the equitable remedy of piercing the veil in regards to Dr. Amjad. Dr. Amjad further denies that during the time period in which he had an ownership interest and was actively involved in the management of MedTest that its members and managers did not function for a proper purpose. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark's claims against other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

73. Dr. Amjad states that the allegations contained in Paragraph 73 constitute a conclusion of law for which no response is required of Dr. Amjad. To the extent any response is required, Dr. Amjad specifically denies that Highmark is entitled to the equitable remedy of piercing the veil in regards to Dr. Amjad. Dr. Amjad further denies that during the time period in which he had an ownership interest and was actively involved in the management of MedTest that it did not keep appropriate corporate records. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark's claims against other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

74. Dr. Amjad specifically denies the allegations contained in Paragraph 74 of the Complaint to the extent directed at Dr. Amjad. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark's claims against other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

75. Dr. Amjad states that the allegations contained in Paragraph 75 constitute a conclusion of law for which no response is required of Dr. Amjad. To the extent any response is required, Dr. Amjad specifically denies that Highmark is entitled to the equitable remedy of piercing the veil in regards to Dr. Amjad. Dr. Amjad further denies that during the time period in which he had an ownership interest and was actively involved in the management of MedTest that it failed to maintain arm's-length relationships among the related Independent Clinical Laboratories with which it did business. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark's claims against other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

76. Dr. Amjad specifically denies the allegations contained in Paragraph 76 of the Complaint to the extent directed at Dr. Amjad. Dr. Amjad is without information sufficient to

admit or deny the allegations made in regards to Highmark's claims against other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

77. Dr. Amjad specifically denies the allegations contained in Paragraph 77 of the Complaint to the extent directed at Dr. Amjad. Dr. Amjad further states that the allegations contained therein constitute of conclusion of law for which no response is required of Dr. Amjad. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark's claims against other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

78. Dr. Amjad specifically denies the allegations contained in Paragraph 78 of the Complaint to extent that they assert that during the time period in which Dr. Amjad had an ownership interest and was actively involved in the management of MedTest, or the time period when he was serving as Laboratory Director, that MedTest was not a functioning laboratory and did not perform covered services in connection with claims for reimbursement. Dr. Amjad is without information sufficient to admit or deny the allegations make in regards to Highmark's claims against other Defendants, or which occur outside of such time periods, and specifically refers Highmark to the Answers filed by those Defendants.

79. Dr. Amjad states that the allegations contained in Paragraph 79 constitute a conclusion of law for which no response is required of Dr. Amjad. To the extent any response is required, Dr. Amjad specifically denies that Highmark is entitled to the equitable remedy of piercing the veil in regards to Dr. Amjad. Dr. Amjad further denies that during the time period in which he had an ownership interest and was actively involved in the management of MedTest that he engaged in any false, misleading or fraudulent acts, or that MedTest was used as a front to carry out a deceptive billing scheme. Dr. Amjad is without information sufficient to admit or deny the

allegations made in regards to Highmark's claims against other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

80. Dr. Amjad states that the allegations contained in Paragraph 80 constitute a conclusion of law for which no response is required of Dr. Amjad. To the extent any response is required, Dr. Amjad specifically denies that Highmark is entitled to the equitable remedy of piercing the veil in regards to Dr. Amjad. Dr. Amjad further denies that during the time period in which he had an ownership interest and was actively involved in the management of MedTest that he engaged in any false, misleading or fraudulent acts, or that MedTest was used as a front to carry out a deceptive billing scheme. Dr. Amjad is without information sufficient to admit or deny the allegations made in regards to Highmark's claims against other Defendants, and specifically refers Highmark to the Answers filed by those Defendants.

#### **ANSWER TO PRAYER FOR RELIEF**

81. Answering the Prayer for Relief, Dr. Amjad denies that Plaintiff is entitled to judgment against Dr. Amjad and respectfully requests that Plaintiff have and recover nothing from him, that Plaintiff's claims against him be dismissed with prejudice and that the court award him all costs and attorneys' fees incurred in the defense of this action.

#### **THIRD DEFENSE**

Plaintiff, by its actions, has waived and/or is estopped from maintaining this action against Dr. Amjad.

#### **FOURTH DEFENSE**

Plaintiff's Complaint should be dismissed because Plaintiff failed to join an indispensable party pursuant to Rules 17(b)(7) and 19 of the West Virginia Rules of Civil Procedure necessary for full and just adjudication of this matter and complete relief.

#### **FIFTH DEFENSE**

Dr. Amjad did not make any false or misleading statements to Plaintiff which would constitute a false or material misrepresentation.

#### **SIXTH DEFENSE**

Plaintiff did not justifiably or reasonably rely on any statement or representation of Dr. Amjad, and therefore, Plaintiff is not entitled to maintain an action for fraud or misrepresentation against Dr. Amjad.

#### **SEVENTH DEFENSE**

Dr. Amjad specifically denies all allegations, characterizations and conclusions contained in Plaintiff's Complaint that allege or imply any fault or liability on the part of Dr. Amjad, that allege or imply any responsibility, failure to fulfill such responsibility or duty, or violation of duty with respect to Dr. Amjad, or that allege or imply that Dr. Amjad violated any agreements, contracts, and/or any applicable statutes, rules or regulations whatsoever with respect to this matter.

#### **EIGHTH DEFENSE**

Plaintiff's Complaint against Dr. Amjad is barred by the affirmative defense of comparative negligence and fault in that the negligence and fault of Plaintiff exceeds the negligence, if any, of Dr. Amjad.

#### **NINTH DEFENSE**

Dr. Amjad invokes the doctrine of comparative negligence or fault and alleges that the negligence and/or fault of Plaintiff must be compared to the negligence and/or fault, if any, of Dr. Amjad and Plaintiff's recovery, if any, must be reduced by its corresponding degree of negligence and/or fault.

#### **TENTH DEFENSE**

The alleged damages, if any, sustained by Plaintiff were not proximately caused by any act or omission of Dr. Amjad.

#### **ELEVENTH DEFENSE**

Plaintiff's damages, if any, were not proximately caused by the actions of Dr. Amjad but by the superseding and intervening negligence or actions of other persons, corporations, and/or entities.

#### **TWELFTH DEFENSE**

Dr. Amjad invokes the doctrine of mitigation of damages and alleges that Plaintiff failed to mitigate or minimize its damages, if any, and therefore, Plaintiff's recovery, if any, should be reduced by the amount of damages which might have been avoided by mitigation.

#### **THIRTEENTH DEFENSE**

Dr. Amjad denies any specific allegations contained in Plaintiff's Complaint not specifically admitted herein.

#### **FOURTEENTH DEFENSE**

Dr. Amjad asserts any and all available affirmative defenses, whether or not they have been specifically asserted herein.

#### **FIFTEENTH DEFENSE**

Dr. Amjad incorporates herein by reference each and every affirmative defense raised by each of the other Defendants as if set forth verbatim herein.

#### **SIXTEENTH DEFENSE**

Dr. Amjad reserves the right of contribution and indemnity as between and against other Defendants.

### **SEVENTEENTH DEFENSE**

Dr. Amjad reserves the right to amend its answer and to assert any and all defenses, affirmative or otherwise, and to include such counterclaims or cross-claims, which further investigation and discovery may hereinafter reveal to be appropriate.

### **EIGHTEENTH DEFENSE**

To the extent that Plaintiff's Complaint is based upon and/or includes factual allegations or other contentions, that do not have evidentiary support, Dr. Amjad reserves his right under and pursuant to Rule 11 of the West Virginia Rules of Civil Procedure. To the extent no meaningful investigation has been conducted to identify information or other evidence to support Plaintiff's allegations against Dr. Amjad, and/or there is no evidentiary support for any of the factual allegations contained in Plaintiff's Complaint, Dr. Amjad reserves the right to serve a Rule 11 motion upon Plaintiff requesting that Plaintiff withdraw or correct those allegations against Dr. Amjad.

WHEREFORE, Dr. Amjad denies that Plaintiff is entitled to judgment against Dr. Amjad and respectfully requests that Plaintiff have and recover nothing from him, that Plaintiff's claims against him be dismissed with prejudice and that the court award him all costs and attorneys' fees incurred in the defense of this action and that the Court award such other and further relief as the Court deems just and proper.

**TRIAL BY JURY IS DEMANDED.**

### **CROSSCLAIMS OF MUHAMMAD AMJAD, PH.D.**

Muhammad Amjad, Ph.D. (hereinafter "Dr. Amjad), by counsel, alleges the following upon information and belief for its cross-claims against Defendants MedTest Laboratories, LLC, Brice and/or Billy Taylor, Michael Chen, Ph.D., James Taylor, and Vitas Laboratory LLC.

1. On or about October 5, 2018, Dr. Amjad was named as a defendant in an action styled as *Highmark West Virginia Inc. v. MedTest Laboratories, LLC, Brice and/or Billy Taylor, Muhammad Amjad, Ph.D., Michael Chen, Ph.D., James Taylor and Vitas Laboratory LLC*, Civil Action 18-C-271 (hereinafter referred to as “Civil Action”), which is pending in the Circuit Court of Wood County, West Virginia.

2. In said Civil Action, Plaintiff filed claims against MedTest Laboratories, LLC, Brice and/or Billy Taylor, Muhammad Amjad, Ph.D., Michael Chen, Ph.D., James Taylor, and Vitas Laboratory LLC for, among other things, fraudulent misrepresentation and inducement, breach of contract, unjust enrichment, civil conspiracy, joint venture, negligence, and piercing the MedTest LLC veil.

3. To the extent Dr. Amjad is found liable to the Plaintiff on any claim asserted in the Civil Action, and which liability Dr. Amjad expressly denies, Dr. Amjad asserts claims against Defendants *MedTest Laboratories, LLC, Brice and/or Billy Taylor, Michael Chen, Ph.D., James Taylor, and Vitas Laboratory LLC* for common law and/or contractual contribution or indemnity.

WHEREFORE, Dr. Amjad demands that to the extent he is found liable for any of Plaintiff's injuries, which is expressly denied, and is required to pay damages to Plaintiff, that this Court order Defendants *MedTest Laboratories, LLC, Brice and/or Billy Taylor, Michael Chen, Ph.D., James Taylor, and Vitas Laboratory LLC*, to contribute and/or indemnify Dr. Amjad for said damages, plus completely compensate Dr. Amjad for all costs, including but not limited to reasonable attorneys' fees incurred by him in the defense of this action, and for any other relief this Court deems just and proper.

**MUHAMMAD AMJAD, PH.D.,  
By Counsel**



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Thomas E. Scarr, Esquire (WVSB #5831)

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**IN THE CIRCUIT COURT OF WOOD COUNTY, WEST VIRGINIA**

**HIGHMARK WEST VIRGINIA INC.**

**Plaintiff**

**v.**

**Civil Action No. 18-C-271  
Judge Robert A. Waters**

**MEDTEST LABORATORIES, LLC,  
BRICE AND/OR BILLY TAYLOR,  
MUHAMMAD AMJAD, PH.D.,  
MICHAEL CHEN, PH.D., JAMES  
TAYLOR, and VITAS LABORATORY, LLC**

**Defendants.**

**CERTIFICATE OF SERVICE**

I, Thomas E. Scarr, counsel for Muhammad Amjad, Ph.D., hereby certify that I served a true and correct copy of the foregoing ***“Answer on Behalf of Muhammad Amjad, Ph.D. to Plaintiff’s Complaint and Cross-Claims Against Co-Defendants”*** by mailing a copy of same, first class postage prepaid, in an envelope addressed to the following on October 31, 2018:

Stuart McMillan, Esq.  
Bowles Rice, LLP  
P.O. Box 1386  
Charleston, WV 25325-1386  
*Counsel for Plaintiff*

MedTest Laboratories, LLC  
861 E. 33<sup>rd</sup> Street  
Edmond, OK 73013

Brice Taylor  
620 W. 18<sup>th</sup> Street  
Edmond, OK 73025

Billy Taylor  
201 HWY 255  
Lavaca, AR 72941

Michael Chen, Ph.D.  
% Cenegen, LLC  
861 E. 33<sup>rd</sup> Street  
Edmond, OK 73013

James J. Taylor, Jr.  
861 E. 33<sup>rd</sup> Street  
Edmond, OK 73013

Vitas Laboratory, LLC  
6226 Duncan Road  
Ft. Smith, AR 72903

  
\_\_\_\_\_  
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