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**MAZIE SLATER KATZ & FREEMAN, LLC**  
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Attorneys for Plaintiffs

ROTHMAN ORTHOPAEDICS OF	:	SUPERIOR COURT OF NEW JERSEY
NEW JERSEY, LLC, RECONSTRUCTIVE:	:	LAW DIVISION: BERGEN COUNTY
ORTHOPAEDIC ASSOCIATES II, LLC,	:	DOCKET NO.: BER-L-
ROTHMAN ORTHOPAEDICS OF NEW	:	
YORK, PLLC, ROTHMAN NATIONAL	:	CIVIL ACTION
MANAGEMENT SERVICES	:	
ORGANIZATION, LLC, RI	:	<b>COMPLAINT &amp; JURY DEMAND</b>
MONTVALE MOB INVESTMENT, LLC,	:	
ROTHMAN NATIONAL ASC	:	
HOLDINGS, LLC, ROTHMAN NEW	:	
JERSEY ASC HOLDINGS, LLC,	:	
	:	
Plaintiffs,	:	
	:	
vs.	:	
	:	
HMH HOSPITAL CORPORATION	:	
D/B/A HACKENSACK UNIVERSITY	:	
MEDICAL CENTER,	:	
	:	
Defendant.	:	
	:	

Plaintiffs, Rothman Orthopaedics of New Jersey, LLC, Reconstructive Orthopaedic Associates II, LLC, Rothman Orthopaedics of New York, PLLC, Rothman National Management Services Organization, LLC, RI Montvale Mob Investment, LLC, Rothman National ASC Holdings, LLC, Rothman New Jersey ASC Holdings, LLC (collectively “Rothman”) by way of Complaint against defendant HMH Hospital Corporation d/b/a Hackensack University Medical Center (“HMH”) say as follows:

1. Plaintiff Rothman Orthopaedics of New Jersey, LLC is a New Jersey limited liability corporation maintaining its principal place of business in New Jersey.

2. Plaintiff Reconstructive Orthopaedic Associates II, LLC is a Pennsylvania limited liability corporation maintaining its principal place of business in Pennsylvania.

3. Plaintiff Rothman Orthopaedics of New York, PLLC, is a New York professional limited liability corporation maintaining its principal place of business in New York.

4. Plaintiff Rothman National Management Services Organization, LLC is a Pennsylvania limited liability corporation maintaining its principal place of business in Pennsylvania.

5. Plaintiff RI Montvale Mob Investment, LLC is a New Jersey limited liability corporation maintaining its principal place of business in Pennsylvania.

6. Plaintiff Rothman National ASC Holdings, LLC is a Pennsylvania limited liability corporation maintaining its principal place of business in Pennsylvania.

7. Plaintiff Rothman New Jersey ASC Holdings, LLC is a New Jersey limited liability corporation maintaining its principal place of business in Pennsylvania.

8. On information and belief Defendant HMH is a New Jersey corporation maintaining its principal place of business in Edison, New Jersey.

9. Rothman is a medical group practice specializing in providing orthopedic services. It employs over 200 physicians at various locations in New Jersey, Pennsylvania, New York and Florida, and is the largest privately held orthopedic surgical practice in the United States.

10. As of February 1, 2023, Rothman employed approximately 10 physicians in its Northern New Jersey location pursuant to written employment agreements. On or about February 1, 2023 6 of the 10 physicians in Rothman's Northern New Jersey practice --

Harlan Levine, M.D. (“Levine”), Gregg Klein, M.D. (“Klein”), Ari Seidenstein, M.D. (“Seidenstein”), Rocco Bassora, M.D. (“Bassora”), John Koerner (“Koerner”) and Daniel Seigerman, M.D. (“Seigerman”) (collectively “the Departing Physicians”) -- sent letters of resignation to Rothman advising that they were resigning from Rothman effective May 1, 2023 and joined defendant HMH.

11. In hiring/retaining/contracting with the Departing Physicians, it is apparent that defendant HMH used improper, tortious and unlawful means to lure and entice the Departing Physicians to terminate their employment agreements with Rothman and join HMH. As a direct result of HMH’s tortious and unlawful actions, Rothman was forced to suspend its operations in Northern New Jersey and abandon its plans to expand its practice throughout New Jersey. Rothman has and will suffer significant monetary damages as a direct result of HMH’s tortious actions.

12. Rothman has been in business since approximately 1970. Over the past 50+ years, Rothman has spent tremendous time and resources developing a network of skilled and renowned orthopedic surgeons and surgical-centers in New Jersey, New York, Pennsylvania and Florida. Rothman had long sought to develop and increase its presence in New Jersey. In furtherance of expanding its presence in New Jersey, in or about March 2019 representatives of Rothman commenced discussions with HMH about the possibility of entering into a joint venture to create an Ambulatory Surgery Center at the Jurist Research Building in Hackensack, New Jersey (the “Joint Venture”). Through their Joint Venture and creation of the ambulatory care center, Rothman hoped to recruit additional orthopedic surgeons to join its Northern New Jersey practice group and become the leader in providing

orthopedic surgical services in Northern and Central New Jersey and thereby increase its overall presence in the New York, New Jersey and Pennsylvania region.

13. Consistent with this goal, on October 30, 2020 the parties entered into a Master Affiliation Agreement the purpose of which was, inter alia:

1.1.1. To develop business strategies and medical facilities relating to the delivery of medical and surgical services that can either be provided through the Parties or subsidiaries thereof in an ambulatory surgery setting in one or more single specialty orthopedic [Ambulatory Surgical Centers] that primarily offer musculoskeletal surgery services.

14. In furtherance of these discussions, Rothman and Hackensack exchanged extensive highly confidential and proprietary financial information including, inter alia, revenues and profits of their respective operations, physician salaries and compensation, business plans, projections and asset valuations. The parties also sought financing to support their plan and developed detailed architectural drawings for the new surgical center. The parties also had extensive discussions about strategies and plans for recruiting other highly skilled orthopedic surgeons to join their joint venture.

15. In recognition of the highly confidential nature of the information being exchanged, the parties entered into a Confidentiality Agreement dated June 24, 2020 (the “2020 Confidentiality Agreement”), which included the following provisions:

WHEREAS, the Parties have agreed to enter into discussions concerning a business arrangement or other arrangement with each other, which includes the establishment and operation of an ambulatory surgical facility for the provision of orthopedic and spinal surgery and related services in Hackensack, New Jersey (the “Purpose”) ...

1.1 In connection with the consideration of the Purpose, the parties may furnish one another with certain information which includes information which is either non-public,

confidential or proprietary in nature concerning such Party and its business plans and operations...

1.2 The Confidential Information will be kept confidential and shall not, without the prior written consent of the Party disclosing the Confidential Information (the “Disclosing Party”), be disclosed by any Party receiving the Confidential Information (the “Receiving Party”), or its affiliates, agents, representatives, or employees in any manner whatsoever, in whole or in part, and **shall be used by the Receiving Party or its affiliates, agents, representatives or employees solely for the purpose of evaluating the Purpose. No Party shall use any of the Confidential Information containing information of another Party for any purpose, except as expressly permitted by this Agreement, without the prior written consent of the other Party.** Moreover, the Receiving Party agrees to reveal the Confidential Information only to its affiliates, agents, representatives and employees who need to know the Confidential Information for the purpose of evaluating the Purpose, who are informed by the Receiving Party of the Confidential Information for the sole purpose of evaluating the Purpose, who are informed by the Receiving Party of the confidential nature and the restrictions on the use of the Confidential Information and are informed of the terms of this Agreement. The Receiving Party shall be responsible for any breach hereof of such affiliates, agents, representatives or employees. (emphasis added)

16. Thereafter, on June 18, 2021 the parties executed a second Confidentiality Agreement (the “2021 Confidentiality Agreement”) which similarly provides:

3. Nondisclosure of Confidential Information. Both Parties agree that the Confidential Information furnished to the Receiving Party by or on behalf of the Disclosing Party will be kept confidential and will not, without the prior written consent of the Disclosing Party, be disclosed by the Receiving Party or any of its officers, directors, employees, agents, affiliates or representatives, including, without limitation, attorneys, accountants, consultants and financial advisors (collectively, "Representatives"), in any manner whatsoever, in whole or in part, and **will not be used by either Party or its Representatives, directly or indirectly, for any purpose other than evaluating the possible Relationship.** Both Parties agree to disclose any Confidential Information only to those Representatives who need to know such Confidential

Information for the purpose of evaluating the Relationship.  
(emphasis added)

17. The 2021 Confidentiality Agreement also provided:

5. Records; Return of Materials. Any documents or other materials containing Confidential Information that have been furnished in connection with the consideration of the Relationship shall be promptly returned by the Receiving Party to the Disclosing Party who supplied it or, at the option of the Disclosing Party, destroyed, together with all copies of the notes or other summaries relating to such materials or documents, within ten (10) days after discussions regarding the Relationship have been terminated by written notice from either Party. If the Disclosing Party elects to have the materials destroyed rather than returned, the Receiving Party shall provide the Disclosing Party a written certification that the materials have been destroyed.

18. Between 2019 and July 2022 the parties had hundreds of communications, meetings and discussions about the Joint Venture, much of it involving proprietary information, strategies and the like.

19. On or about July 2022, HMM terminated all further discussions and communications relating to the Joint Venture without warning or explanation.

20. Thereafter, in or about February 2023 the Departing Physicians resigned from Rothman en masse, without justification, to join HMM. In order to induce the Departing Physicians to unilaterally terminate their employment agreements, on information and belief, HMM improperly and illegally used the extensive confidential information and strategy it obtained from Rothman during the course of negotiating the Joint Venture, all in express violation of the confidentiality agreements executed by the parties. HMM's actions completely decimated Rothman's Northern New Jersey operations rendering it completely unable to continue to operate. As a result, Rothman has terminated its Northern New Jersey operations and has suspended its efforts to expand its practice throughout New Jersey.

**FIRST COUNT**  
**(Unfair Competition)**

21. Plaintiff repeats and realleges the allegations set forth above as if set forth in full herein.

22. Rothman had protectible employment relationships with each of the Departing Physicians. Rothman also had made significant investments of time and money to develop and expand its practice in Northern New Jersey and to enhance its reputation among the public and the medical community as a premier provider of orthopedic surgical services throughout New Jersey. HMH's use of the confidential information and strategy which led to the Departing Physicians terminating their employment agreements with Rothman and being retained by HMH was illegal and done maliciously with the purpose of harming Rothman as HMH clearly knew of the devastating effect that hiring/retaining/contracting with the Departing Physicians would have on Rothman. In so doing, HMH improperly and illegally used Rothman's confidential business information that it obtained during the negotiation of the Joint Venture to further its illicit actions.

23. As a result of HMH's actions, Rothman was forced to terminate its Northern New Jersey practice and suspend its efforts to expand its operations throughout New Jersey. Rothman has and will incur substantial monetary damages as a direct result of HMH's tortious and unlawful actions.

**SECOND COUNT**  
**(Unlawful Interference with Prospective Economic Advantage)**

24. Plaintiff repeats and realleges the allegations set forth above as if set forth in full herein.

25. Rothman had a right and expectation to operate its business as a provider of orthopedic services without improper interference from HMH and to obtain an economic advantage from those efforts.

26. HMH knew that Rothman expected to derive economic benefit from its operation of an orthopedic surgical practice in Northern New Jersey and expand its presence throughout New Jersey.

27. HMH also knew or should have known that Rothman's ability to operate an orthopedic surgical practice in Northern New Jersey would be made impossible or severely impaired if it hired/retained/contracted with the Departing Physicians and caused them to depart Rothman en masse.

28. In the absence of HMH's wrongful actions, it is reasonably probable that Rothman would have realized the economic benefits from the continued operation of its orthopedic operations in Northern New Jersey and the expansion of its practice throughout New Jersey.

29. As a direct result of HMH's actions, Rothman was forced to close its Northern New Jersey practice and suspend its plans to expand its operations throughout New Jersey. Rothman has and will incur substantial monetary damages as a direct result of HMH's tortious and unlawful actions.

**THIRD COUNT**  
**(Tortious Interference with Contractual Relations)**

30. Plaintiff repeats and realleges the allegations set forth above as if set forth in full herein.

31. HMH knew or should have known that Rothman had written employment agreements with each of the Departing Physicians.



32. By causing the Departing Physicians to terminate their employment agreements with Rothman and hiring/retaining/contracting with the Departing Physicians en masse, HMH acted maliciously and unlawfully and knew or should have known that that it was interfering with Rothman's right to conduct its business affairs.

33. HMH's hiring/retaining/contracting of the Departing Physicians en masse is conduct which fell below the acceptable standard of behavior of other competitors and was unlawful.

34. As a direct result of HMH's actions, Rothman was forced to close its Northern New Jersey practice and suspend its plans to expand its operations throughout New Jersey. Rothman has and will incur substantial monetary damages as a direct result of HMH's tortious and unlawful actions.

WHEREFORE, plaintiff Rothman demands Judgment against HMH as follows:

- a. Compensatory damages;
- b. Punitive damages;
- c. An accounting of all profits earned or to be earned through the efforts of the Departing Physicians, directly or indirectly;
- d. Attorney's fees;
- e. Costs of suit; and
- f. Such other relief as the court deems equitable and just.

**JURY DEMAND**

A trial by jury is hereby demanded on all issues so triable.

**DESIGNATION OF TRIAL COUNSEL**

David A. Mazie, Esq. is hereby designated as trial counsel in the above captioned matter.

MAZIE SLATER KATZ & FREEMAN, LLC  
Attorneys for Plaintiff

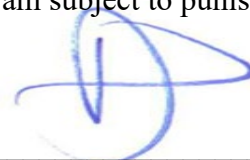
BY:   
\_\_\_\_\_  
DAVID A. MAZIE

Dated: January 24, 2024

**RULE 4:5-1 CERTIFICATION**

I hereby certify that to the best of my knowledge the matter in controversy is not the subject of another action pending in any Court or of a pending arbitration proceeding, and that no other parties are necessary to join at this time.

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



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DAVID A. MAZIE

Dated: January 24, 2024

# Civil Case Information Statement

## Case Details: BERGEN | Civil Part Docket# L-000453-24

**Case Caption:** ROTHMAN ORTHOPAEDICS OF NEW J  
VS HMH HOSPITAL C

**Case Initiation Date:** 01/24/2024

**Attorney Name:** DAVID A MAZIE

**Firm Name:** MAZIE SLATER KATZ & FREEMAN

**Address:** 103 EISENHOWER PKY

ROSELAND NJ 07068

**Phone:** 9732289898

**Name of Party:** PLAINTIFF : Rothman Orthopaedics of New  
Je

**Name of Defendant's Primary Insurance Company**  
(if known): Unknown

**Case Type:** COMPLEX COMMERCIAL

**Document Type:** Complaint with Jury Demand

**Jury Demand:** YES - 6 JURORS

**Is this a professional malpractice case?** NO

**Related cases pending:** NO

**If yes, list docket numbers:**

**Do you anticipate adding any parties (arising out of same  
transaction or occurrence)?** NO

**Does this case involve claims related to COVID-19?** NO

**Are sexual abuse claims alleged by: Rothman Orthopaedics of  
New Je?** NO

**Are sexual abuse claims alleged by: Reconstructive Orthopaedic  
Ass?** NO

**Are sexual abuse claims alleged by: Rothman Orthopaedics of  
New Yo?** NO

**Are sexual abuse claims alleged by: Rothman National  
Management Se?** NO

**Are sexual abuse claims alleged by: RI Montvale Mob Investment,  
LL?** NO

**Are sexual abuse claims alleged by: Rothman National ASC  
Holdings,?** NO

**Are sexual abuse claims alleged by: Rothman New Jersey ASC  
Holding?** NO

## THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

**Do parties have a current, past, or recurrent relationship?** NO

**If yes, is that relationship:**

**Does the statute governing this case provide for payment of fees by the losing party?** NO

**Use this space to alert the court to any special case characteristics that may warrant individual  
management or accelerated disposition:**

**Do you or your client need any disability accommodations? NO**  
**If yes, please identify the requested accommodation:**

**Will an interpreter be needed? NO**  
**If yes, for what language:**

**Please check off each applicable category: Putative Class Action? NO Title 59? NO Consumer Fraud? NO**  
**Medical Debt Claim? NO**

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b)

01/24/2024  
Dated

/s/ DAVID A MAZIE  
Signed