No. 20-1444

IN THE
Supreme Court of the United States

W. A. GRIFFIN, M.D.
Petitioner,

v.

COCA-COLA REFRESHMENTS USA, INC.; UNITED HEALTHCARE INSURANCE COMPANY
Respondents,

On Petition for Writ of Certiorari to the United States Court of Appeals for the Eleventh Circuit

PETITION FOR WRIT OF CERTIORARI

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ORIGINAL

QUESTIONS PRESENTED

Whether the anti-assignment provision in the Coca-Cola Plan apply to W. A. Griffin, MD ("Dr. Griffin"). Anti-assignment and anti-alienation provisions contained in employer sponsored group health benefit plans subject to the Employee Retirement Investment Security Act of 1974 ("ERISA") are usually not applicable to an assignee who is the provider of the services which the plans are maintained to furnish. Dr. Griffin provided health services to Patient J.J., an individual covered by the Coca-Cola Refreshments USA, Inc. ("Coca-Cola") employer-sponsored group health benefit plan ("Coca- Cola Plan"), and Patient J.J. executed an assignment to Dr. Griffin that states the assignment is a "direct legal assignment of [Patient J.J.'s] rights and benefits under" the Coca-Cola Plan.

Whether a plan administrator and claims fiduciary can be estopped from asserting, and can waive, an anti-assignment or anti-alienation provision by failing to timely assert the provision. Neither Coca-Cola, as plan administrator of the Coca-Cola Plan, nor United Healthcare Insurance Company ("United"), as claims fiduciary of the Coca-Cola Plan, asserted the application of the Coca-Cola Plan's anti-assignment provision during the process of Dr. Griffin's appeals from underpayment for provided health services.

QUESTIONS PRESENTED

Whether Patient J.J. assigned to Dr. Griffin the right to sue for breach of fiduciary duties, breach of co-fiduciary duties, and failure to provide plan documents. On December 21, 2012, Patient J.J. executed an assignment to Dr. Griffin that states the assignment is a "direct legal assignment of [Patient J.J.'s] rights and benefits under" the Coca-Cola Plan.

Whether published Eleventh Circuit case law that voids assignment of benefits with unambiguous anti-assignment clauses incorporated into the Coca-Cola Plan is legal in Georgia, a state with mandatory provider assignment of benefit legislation.

LIST OF PARTIES

All parties appear in the caption of the case on the cover page.

TABLE OF CONTENTS

Page

QUESTIONS PRESENTED ..... i-ii

LIST OF PARTIES iii

TABLE OF CONTENTS iv

TABLE OF AUTHORITIES ..... v-ix

OPINIONS BELOW 1

JURISDICTION 2

RELEVANT CONSTITUTIONAL AND STATUTORY PROVISION INVOLVED 3

STATEMENT OF THE CASE AND FACTS 4-14

REASONS FOR GRANTING THE PETITION 15-20

CONCLUSION 21

APPENDIX A (Eleventh Circuit Opinion) filed February 24, 2021 ..... 1a

APPENDIX B (District Court Order) filed February 2, 2018 ..... 1b

TABLE OF AUTHORITIES

Page(s)

CASES

Abilene Reg. Med. Ctr. v. United Indus. Workers Health and Benefits Plan, No. 06–10151, 2007 WL 715247 (5th Cir. March 6, 2007) 19
Access Mediquip, L.L.C. v. United Healthcare Ins. Co., 698 F.3d 229 (5th Cir. 2012) 19
542 U.S. 367, 380 (2004).....16
Hermann Hosp. v. MEBA Med. and Benefits Plan,959 F.2d 569 (5th Cir. 1992).....12-13,18-19
Hollingsworth, 558 U.S. at 196 (citing Rule 10(a).....20
Louisiana Health Service & Indemnity Co. v. Rapides Healthcare System, 461 F.3d 529 (5th Cir. 2006) 15
LeTourneau Lifelike Orthotics & Prosthetics, Inc. v. Wal-Mart Stores, Inc.,298 F.3d 348 (5th Cir. 2002) 19
Physicians Multispecialty Grp. v. Health Care Plan of Horton Homes, Inc.,371 F.3d 1291 (11th Cir. 2004).....12,15
Productive MD, LLC v. Aetna Health, Inc., 969 F. Supp. 2d 901 (M.D. Tenn. 2013).....13
Sprague v. Gen. Motors Corp., 133 F.3d 388 (6th Cir. 1998).....18

TABLE OF AUTHORITIES

CASES **Pages(s)**

Griffin v. Blue Cross and Blue Shield Healthcare Plan of Ga., Inc., et al, No. 1:14- cv-1610-AT (N.D. Ga. filed May 28, 2014).....16
Griffin v. S. Co. Servs., 635 F. App'x 789, 795 (11th Cir. 2015).....14,16
Griffin v. SunTrust Bank Inc., 648 F. App'x 962, 967 (11th Cir. 2016).....12,16
Griffin v. Focus Brands, Inc., 635 F. App'x 796, 801 (11th Cir. 2015).....14,16
Griffin v. Health Sys. Mgmt. Inc, 635 F. App'x 768, 772 n.4 (11th Cir. 2015)...12,14,16
Griffin v. Lockheed Martin Corp., No. 1:15-cv-0267-AT (N.D. Ga. filed Jan. 28, 2015) 16
Griffin v. Gen. Mills, Inc., No. 1:15-cv-0268-AT (N.D. Ga. filed Jan. 28, 2015) 16
Griffin v. Habitat for Humanity Int'l, Inc., 641 F. App'x 927, 932 (11th Cir. 2016) 14,17
Griffin v. Verizon Commc'ns, Inc., No. 1:15-cv-0569-AT (N.D. Ga. filed Feb. 26, 2015).....17
Griffin v. Humana Employers Health Plan of Ga., Inc., No. 1:15-cv-3574-AT (N.D. Ga. filed Oct. 8, 2015).....17

TABLE OF AUTHORITIES

CASES	Pages(s)
Griffin v. Aetna Health Inc., et al., No. 1:15-cv-3750-AT (N.D. Ga. filed Oct. 26, 2015);	17
Griffin v. Gen. Elec. Co., No. 1:15-cv-4439-AT (N.D. Ga. filed Dec. 22, 2015)	17
Griffin v. Navistar, Inc., No. 1:16-cv-0190-AT (N.D. Ga. filed Jan. 21, 2016)	17
Griffin v. Humana Employers Health Plan of Ga., Inc., No. 1:16-cv-0245-AT (N.D. Ga. filed Jan. 26, 2016)	17
Griffin v. Coca-Cola Enters., Inc., 686 F. App'x 820, 822 (11th Cir. 2017)	14,17
Griffin v. Sevatec, Inc., No. 1:16-cv- 0390-AT (N.D. Ga. filed Feb. 9, 2016)	17
Griffin v. Cassidy Turley Com. Real Estate Servs.s, Inc., No. 1:16-cv-0496-AT (N.D. Ga. filed Feb. 17, 2016)	17
Griffin v. Americold Logistics, LLC, No. 1:16-cv-0497-AT (N.D. Ga. filed Feb. 17, 2016)	17
Griffin v. Applied Indus. Techs., Inc., No. 1:16- cv-0552-AT (N.D. Ga. filed Feb. 23, 2016)	17

TABLE OF AUTHORITIES

CASES	Pages(s)
Griffin v. Areva, Inc., No. 1:16-cv-0553-AT (N.D. Ga. filed Feb. 23, 2016)	17
Griffin v. FOCUS Brands, Inc., No. 1:16-cv-0791-AT (N.D. Ga. filed Mar. 10, 2016)	17
Griffin v. Northside Hosp., Inc., No. 1:16-cv-1934-AT (N.D. Ga. filed June 10, 2016)	17
Griffin v. Crestline Hotels & Resorts, LLC, No. 1:16-cv-2022-AT (N.D. Ga. filed June 16, 2016)	17
Griffin v. Verizon Commc'ns, Inc., No. 1:16-cv-2639 (N.D. Ga. filed July 20, 2016)	17
Griffin v. Right Choice Managed Care, Inc., et al, No. 1:16-cv-3102 (N.D. Ga. filed Aug. 23, 2016)	17
Griffin v. Aetna Health Inc., et al, No. 1:17-cv-00077 (N.D. Ga. filed Jan. 6, 2017)	17
Griffin v. United Healthcare of Ga., Inc., 754 F. App'x 793, 797 (11th Cir. 2018)	14,17
Griffin v. Coca-Cola Refreshments USA, Inc., et al, No. 1:17-cv-4656-AT (N.D. Ga. filed Nov. 20, 2017)	17
Griffin v. Delta Air Lines, Inc., et al, No. 1:17-cv-4657-AT (N.D. Ga. Nov. 20, 2017)	17

TABLE OF AUTHORITIES

Page(s)

Statutes
29 U.S.C. § 1001....4
29 U.S.C. § 1002(1)....9,13
29 U.S.C. § 1024(b)....4
29 U.S.C. § 1132....12
28U.S.C. § 1651(a)....2
28 U.S.C. § 1254(1)....2
ERISA § 502(a)(2) 4
ERISA, 29 U.S.C. § 1001, *et seq*....12
Georgia Stat. § 33-24-54....3

Rules
Fed. R. Civ. P. 12(b)(6)....4
SUP. CT. R. 10....20
SUP. CT. R. 13....2

Petitioner respectfully prays that a Writ of Certiorari is issued to review the judgment below.

OPINIONS BELOW

The Order of the United States Court of Appeals for the Eleventh Circuit affirming that Coca-Cola did not waive its anti-assignment and anti-alienation provisions contained in its employer- sponsored group health benefit plan was issued on February 24, 2021 and is published. The order is included with this Petition as Appendix A. The Order of the United States District Court for the Northern District of Georgia was issued on January 2, 2018 and is published. It is included with this Petition as Appendix B.

JURISDICTION

This Court's certiorari jurisdiction is timely invoked under 28 U.S.C. § 1254(1) and Rule 13 of the Rules of the Supreme Court of the United States.

3.

RELEVANT CONSTITUTIONAL AND STATUTORY PROVISION INVOLVED

Georgia § 33-24-54. Payment of benefits under accident and sickness policies to licensed nonparticipating or nonpreferred providers [1]

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[1]Notwithstanding any provisions of Code Sections 33-1-3, 33-1-5, and 33-24-17 and Chapter 20 of this title or any other provisions of this title which might be construed to the contrary, whenever an accident and sickness insurance policy, subscriber contract, or self-insured health benefit plan, by whatever name called, which is issued or administered by a person licensed under this title provides that any of its benefits are payable to a participating or preferred provider of health care services licensed under the provisions of Chapter 4 of Title 26 or of Chapter 9, 11, 30, 34, 35, or 39 of Title 43 or of Chapter 11 of Title 31 for services rendered, the person licensed under this title shall be required to pay such benefits either directly to any similarly licensed nonparticipating or nonpreferred provider who has rendered such services, has a written assignment of benefits, and has caused written notice of such assignment to be given to the person licensed under this title or jointly to such nonparticipating or nonpreferred provider and to the insured, subscriber, or other covered person; provided, however, that in either case the person licensed under this title shall be required to send such benefit payments directly to the provider who has the written assignment. When payment is made directly to a provider of health care services as authorized by this Code section, the person licensed under this title shall give written notice of such payment to the insured, subscriber, or other covered person.

STATEMENT OF THE CASE

I. Course of Proceedings and Disposition Below

On October 18, 2017, Dr. Griffin, appearing pro se, filed a complaint against Coca-Cola and United (collectively, "Respondents") in the State Court of Fulton County, Georgia, asserting claims under ERISA, 29 U.S.C. § 1001, *et seq.* In an Amended Complaint filed shortly thereafter, Dr. Griffin alleged Respondents: (1) failed to pay benefits due under the Coca-Cola Plan; (2) breached fiduciary duties imposed by ERISA § 502(a)(2); (3) failed to provide plan documents as required by 29 U.S.C. § 1024(b); and (4) breached co-fiduciary duties.

Respondents timely removed the case to the United States District Court for the Northern District of Georgia, Atlanta Division, on November 20, 2017, and promptly moved to dismiss Dr. Griffin's Amended Complaint under Fed. R. Civ. P. 12(b)(6). Respondents argued, among other things, that Dr. Griffin lacked standing to sue because of an anti-assignment provision contained in the Coca-Cola Plan documents. On January 2, 2018, after fully considering written arguments of both parties, the district court entered an order and final judgment dismissing all of Dr. Griffin's claims against Respondents.

STATEMENT OF THE CASE

I. Course of Proceedings and Disposition Below (*continued*)

On February 1, 2018, Dr. Griffin timely filed a notice of appeal. After receiving a principal brief from Dr. Griffin and a reply brief from Respondents and following the United States Supreme Court's denial of Dr. Griffin's Petition for Writ of Certiorari Before Judgment, the Eleventh Circuit appointed W. Chambers Waller IV on December 6, 2018 to represent Dr. Griffin and file a counseled replacement brief.

On November 20, 2019, oral argument was held and fifteen months later, on February 24, 2021, the Eleventh Circuit affirmed the district court order.

II. STATEMENT OF FACTS

a. *Dr. Griffin treats Patient J.J. and receives an assignment of Patient J.J.'s "rights and benefits" under the Coca-Cola Plan.*

Dr. Griffin is a practicing dermatologist in Atlanta, Georgia. She is an "out-of-network" provider under the terms of the Coca-Cola Plan. On December 21, 2012, Patient J.J. presented to Dr. Griffin for medical care and executed an assignment to Dr. Griffin that states the assignment is a "direct legal assignment of [Patient J.J's] rights and benefits under" the Coca- Cola Plan. After treating Patient J.J., Dr. Griffin submitted a claim to United, the claims fiduciary for the Coca-Cola Plan, which United only partially paid.

b. United denies two appeals, each time failing to reference the Coca- Cola Plan's anti-assignment provision or produce requested Coca- Cola Plan documents.

Dr. Griffin submitted a First Level Appeal to United on January 11, 2013. The First Level Appeal instructed that "should this ERISA plan contain an unambiguous anti-assignment clause prohibiting assignment of rights, benefits, and causes of action in the Summary Plan Description, the plan administrator is required to timely notify or disclose to the assignee of such prohibition by disclosing such SPD....".

7.
STATEMENT OF FACTS

The First Level Appeal also specifically included requests to the "plan administrator or appropriate name[d] fiduciary" for, among other things, "copies of the plan documents under which [the Coca-Cola Plan] is operated and upon which the [subject] claim denial is based" including the Summary Plan Description. The First Level Appeal also requested the identification of the "Plan Administrator of [the Coca-Cola Plan], including name, telephone number and postal mailing address," and the "Appropriate Named Fiduciary, including specific name, telephone number, and postal mailing address..."

United formally denied the First Level Appeal via letter dated January 29, 2013. The denial did not reference a potentially applicable anti-assignment provision, and it did not include any documents requested in the First Level Appeal. Additionally, the denial specifically instructed Dr. Griffin if she wanted to appeal further, to send the appeal to an address for "United Healthcare" located in Salt Lake City, Utah.

STATEMENT OF FACTS

Following United's denial of the First Level Appeal, Dr. Griffin submitted a Second Level Appeal to United on April 29, 2013. Just like the First Level Appeal, the Second Level Appeal included the same instruction regarding any applicable anti-assignment provision, the same request for plan documents, and the same request for identification of the plan administrator and claims fiduciary. Additionally, in the Second Level Appeal Dr. Griffin stated her understanding that "Kathryn W.," the "Appeals Coordinator" who signed the denial of the First Level Appeal on behalf of United, and United itself, were "the Plan Administrator actually administering this plan and has had and has been exercising discretionary authority over our appeals." Dr. Griffin stated that if her understanding on that point was incorrect, she requested clarification before the appeals were finalized.

United formally denied the Second Level Appeal via letter dated April 29, 2013. Again, the denial did not reference a potentially applicable anti-assignment provision, and it ignored Dr. Griffin's requests for Coca-Cola Plan documents and information. Additionally, the denial provided no response to Dr. Griffin's request regarding her understanding that "Kathryn W." and United were the "Plan Administrator actually administering the plan..."

c. The Coca-Cola Plan documents contain anti-assignment clauses.

Patient J.J. is a beneficiary of the Coca-Cola Plan as defined by 29 U.S.C. § 1002(1). The Coca-Cola Plan provides its employee participants with a variety of medical-related benefits. The Coca- Cola Plan, as set out in the Wrap Document and the SPD, includes clauses which purport to prohibit the alienation and assignment of benefits by an "Enrolled Person" such as Patient J.J. Paragraph 9.02 of the Wrap Document states:

9.02 Assignment. If applicable, an Enrolled Person may authorize the Plan to directly pay the service provider or hospital that provided the Enrolled Person's covered care and treatment. Except as provided in the foregoing sentence, and subject to Section 9.06 of this Plan relating to Qualified Medical Child Support Orders, an Enrolled Person may not assign or alienate any payment with respect to any Benefit which an Enrolled Person is entitled to receive from the Plan, and further, except as may be prescribed by law, no Benefits shall be subject to attachment or garnishment of or for an Enrolled Person's debts or contracts, except for recovery of overpayments made on an Enrolled Person's behalf by this Plan.

STATEMENT OF FACTS

The SPD provides additional information regarding the Coca-Cola Plan's anti-assignment provisions:

While benefits payable at any time may be used to make direct payments to health care providers, no amount payable at any time shall be subject in any matter to alienation by assignment of any kind. Any attempt to assign any such amount shall be void.

There is no language in either the Wrap Document or the SPD prohibiting the alienation or assignment of a plan participant's rights, including the right to sue for breach of fiduciary duty, breach of co-fiduciary duty, and failure to produce requested plan documents. Neither denial of Dr. Griffin's First Level Appeal and Second Level Appeal advised Dr. Griffin regarding the existence of these anti-assignment clauses.

d. The district court grants Respondents' Motion to Dismiss.

Respondents' Motion to Dismiss argued "the anti-assignment provisions in the Wrap Document and the SPD bar any assignment of benefits to [Dr. Griffin]; therefore, the alleged assignment (even if it was sufficient as an assignment) is void and Plaintiff's claims should be dismissed for failure to state a claim." Respondents further argued Dr. Griffin lacked standing to bring her claims because the 2012 Assignment "does not purport to assign her the right to bring a breach of fiduciary claim, a breach of co-fiduciary claim, or a claim for statutory penalties."

11.
STATEMENT OF FACTS

The district court dismissed Count 1 (Respondents' failure to pay benefits due under the Coca-Cola Plan) based on the two anti-assignment clauses contained in the Wrap Document and the SPD: "Together, these two anti-assignment provisions clearly apply to Dr. Griffin's Count 1 against Defendants for their failure to pay plan benefits." The district court did not conclude, however, those same anti-assignment provisions applied to Counts 2, 3, and 4 (breach of fiduciary duties, failure to provide plan documents, and breach of co-fiduciary duties, respectively): "It is less clear whether the anti-assignment provisions – which solely discuss the payment of benefits – apply to Dr. Griffin's other non-payment related claims (i.e., Counts 2, 3, and 4)."

Even though the district court did not conclude the anti-assignment provisions also applied to Counts 2, 3, and 4, the court still dismissed those remaining counts. The district court reasoned that the 2012 Assignment "does not include the right to bring" the non-payment-related claims in Counts 2, 3, and 4, so Dr. Griffin "cannot sue for these claims under ERISA since Patient J.J. never assigned her the right to do so."

e. The Eleventh Circuit affirms the district court opinion.

First, the court analyzed specific language in Dr. Griffin's assignment of benefit to decide if both payment of benefits and non-payment were assigned. Because the assignment did not expressly mention breach of fiduciary duty or statutory penalty claims, the court held that "the assignments make clear that Patient J.J. only assigned their right to bring claims for payment pursuant to 29 U.S.C. § 1132. *See, e.g., Griffin v. SunTrust Bank Inc., 648* F. App'x 962, 967 (11th Cir. 2016) ("Nothing in an assignment of benefits transfers the patient's right to bring a cause of action" for similar non-payment- related claims.); *Griffin v. Health Sys. Mgmt. Inc,* 635 F. App'x 768, 772 n.4 (11th Cir. 2015).

Second, the court held that Dr. Griffin's payment of benefit claim does not survive the plan's anti-assignment language. The court stated that ... "We have held that 'an unambiguous anti-assignment provision in an ERISA-governed welfare benefit plan is valid and enforceable' against healthcare providers." *Physicians Multispecialty Grp.,* 371 F.3d at 1296. Additionally, the Eleventh Circuit refused to follow the guidance of the honorable Fifth Circuit that reached the opposite conclusions in an identical scenario in *Hermann Hospital v. MEBA Medical and Benefits Plan,* 959 F.2d 569 (5th Cir. 1992), overruled in part on other grounds by Access Mediquip, L.L.C. v. *United Healthcare Insurance Co.*, 698 F.3d 229, 230 (5th Cir. 2012) (en banc).

STATEMENT OF FACTS

Contrary to the Eleventh Circuit, in *Hermann* the Fifth Circuit held ... "We interpret the anti-assignment clause as applying *only* to unrelated, third-party assignees—*other than the health care provider of assigned benefits*—such as creditors who might attempt to obtain voluntary assignments to cover debts having no nexus with the Plan or its benefits, or even involuntary alienations such as attempting to garnish payments for covered benefits. The typical "spendthrift" language of the clause is clearly intended to prevent either voluntary or involuntary assignment of payments under the Plan to those creditors of the participant or beneficiary of the Plan which have no relationship to the providing of the covered benefits. *The anti-assignment clause should not be applicable, however, to an assignee who, as here, is the provider of the very services which the plan is maintained to furnish...*"

Third, the court held that Respondents did not waive the right to rely on the anti-assignment provision even while several federal courts have recognized that a party may waive an anti- assignment provision by taking no action to invalidate an assignment vis-à-vis the assignee. *See, e.g., Productive MD, LLC*, 969 F. Supp. 2d at 925–26 (finding provider plaintiff had "alleged a plausible waiver theory on which discovery was warranted").

Fourth, the court doubled down on its previous holdings over the past six years that Dr. Griffin could not rely on ERISA estoppel doctrine even while it is aware that she was not privy to the documents that contained the anti-assignment provisions and inquired twice during the administrative appeals process specifically about any plausible anti-assignment language in the plan. *See Griffin v. United Healthcare of Ga., Inc.*, 754 F. App'x 793, 797 (11th Cir. 2018) ("[E]quitable estoppel cannot apply" where plan documents were not provided); *Griffin v. Coca-Cola Enters., Inc.*, 686 F. App'x 820, 822 (11th Cir. 2017) (same); *Griffin v. Habitat for Humanity Int'l, Inc.*, 641 F. App'x 927, 932 (11th Cir. 2016) (same); *Griffin v. Verizon Commc'ns, Inc.*, 641 F. App'x 869, 874 (11th Cir. 2016) (same); *Griffin v. S. Co. Servs.*, 635 F. App'x 789, 795 (11th Cir. 2015) (same); *Griffin v. Focus Brands, Inc.*, 635 F. App'x 796, 801 (11th Cir. 2015) (same); *Griffin v. Health Sys. Mgmt., Inc.*, 635 F. App'x 768, 773 (11th Cir. 2015) (same).

Fifth, there were several errors in the published opinion. To name a couple, the court stated that Dr. Griffin was not entitled to an additional payment. Yet, without a full and fair administrative review that included plan documents, *rate tables, fee schedules and methodology*, how did the court make that determination? Also, the court stated that Dr. Griffin wanted the same benefits as an in-network provider. This is not true either. In-network providers have deeply, discounted contracted rates for billed procedure codes with United. Dr. Griffin, as an out-of-network provider, does not agree (nor should she) to accept discounted rates. The administrative appeals thoroughly questioned the underpayment. These errors are not acceptable in a published opinion from the Eleventh Circuit.

REASONS FOR GRANTING THE PETITION

I. The Eleventh Circuit abused its discretion by failing to admit that Dr. Griffin has the legal rights to be an assignee of benefits with a written assignment of benefits in accordance with Georgia state law that is not voidable by anti-assignment language in plan documents. (See Georgia Stat. § 33-24-54, page 3)

Here, Dr. Griffin cannot pretend that this petition is only about provider anti-assignment provisions and whether waiver and/or estoppel are valid defenses. The big elephant in the room is that the Eleventh Circuit has consistently failed to invalidate *Physicians Multispecialty Grp. v. Health Care Plan of Horton Homes, Inc.*,371 F.3d 1291 (11th Cir. 2004). Dr. Griffin is being held hostage by case law that is illegal because it violates Georgia's mandatory provider assignment of benefit statue. The Supreme Court is obligated to intervene *sua sponte.* [2] Additionally, if this court invalidates *Physicians*, it should clarify that Georgia's provider anti-assignment provision is not preempted under ERISA. See *Louisiana Health Service & Indemnity Co. v. Rapides Healthcare System*,461 F.3d 529 (5th Cir. 2006)

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[2] In *Physicians*, court records show that anti-assignment issues were not up for debate between the Appellant and Appellee. It was exclusively delivered *sua sponte* by the judge and taken-up by the Eleventh Circuit. Here, Petitioner would like the same courtesy from the Supreme Court in this case.

REASONS FOR GRANTING THE PETITION

II. Petitioner lacks an adequate alternative means to challenge the Eleventh Circuit's Opinion.

Petitioner cannot obtain the relief she seeks from another court. Over the past six years, most active Eleventh Circuit judges, the district court, and state courts have agreed that Dr. Griffin is doomed by anti-assignment provisions, regardless of waiver and/or estoppel and state law. [3] For these reasons, Petitioner has no adequate, alternative remedy for relief.

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[3]Griffin Cases dismissed due to lack of standing even though she had written assignments in every case in accordance with state law. See *Griffin v. Blue Cross and Blue Shield Healthcare Plan of Ga., Inc.*, et al, No. 1:14- cv-1610-AT (N.D. Ga. filed May 28, 2014); *Griffin v. S. Co. Servs., Inc.*, No. 1:15-cv-0115-AT (N.D. Ga. filed Jan. 14, 2015); *Griffin v. SunTrust Bank, Inc.*, No. 1:15-cv-0147-AT (N.D. Ga. filed Jan. 16, 2015); *Griffin v. FOCUS Brands Inc.*, No. 1:15-cv-0170-AT (N.D. Ga. filed Jan. 20, 2015); *Griffin v. Health Sys. Mgmt., Inc.*, No. 1:15-cv-0171-AT (N.D. Ga. filed Jan. 20, 2015); *Griffin v. Lockheed Martin Corp.*, No. 1:15-cv-0267-AT (N.D. Ga. filed Jan. 28, 2015); *Griffin v. Gen. Mills, Inc.*, No. 1:15-cv-0268-AT (N.D. Ga. filed Jan. 28, 2015);

REASONS FOR GRANTING THE PETITION

III. The circumstances warrant granting the petition.

This Court's intervention is necessary to halt the Eleventh Circuit's routine destruction of provider civil rights provided under Georgia law and ERISA. This Court should exercise its discretion to grant the requested writ.

Griffin v. Habitat for Humanity Int'l, Inc., No. 1:15-cv-0369-AT (N.D. Ga. filed Jan 28, 2015); *Griffin v. Verizon Commc'ns, Inc.*, No. 1:15-cv-0569-AT (N.D. Ga. filed Feb. 26, 2015); *Griffin v. Humana Employers Health Plan of Ga.*, Inc., No. 1:15-cv-3574-AT (N.D. Ga. filed Oct. 8, 2015); *Griffin v. Aetna Health Inc., et* al., No. 1:15-cv-3750-AT (N.D. Ga. filed Oct. 26, 2015); *Griffin v. Gen. Elec. Co.*, No. 1:15-cv-4439-AT (N.D. Ga. filed Dec. 22, 2015); *Griffin v. Navistar, Inc.*, No. 1:16-cv-0190-AT (N.D. Ga. filed Jan. 21, 2016); *Griffin v. Humana Employers Health Plan of Ga., Inc.*, No. 1:16-cv-0245-AT (N.D. Ga. filed Jan. 26, 2016); *Griffin v. Coca-Cola Enters., Inc.*, No. 1:16-cv-0389-AT (N.D. Ga. filed Feb. 9, 2016); *Griffin v. Sevatec, Inc.*, No. 1:16-cv- 0390-AT (N.D. Ga. filed Feb. 9, 2016); *Griffin v. Cassidy Turley Com. Real Estate Servs.s, Inc.*, No. 1:16-cv-0496-AT (N.D. Ga. filed Feb. 17, 2016); *Griffin v. Americold Logistics, LLC*, No. 1:16-cv-0497-AT (N.D. Ga. filed Feb. 17, 2016); *Griffin v. Applied Indus. Techs., Inc.*, No. 1:16- cv-0552-AT (N.D. Ga. filed Feb. 23, 2016); *Griffin v. Areva, Inc.*, No. 1:16-cv-0553-AT (N.D. Ga. filed Feb. 23, 2016); *Griffin v. FOCUS Brands, Inc.*, No. 1:16-cv-0791-AT (N.D. Ga. filed Mar. 10, 2016); *Griffin v. Northside Hosp., Inc.*, No. 1:16-cv-1934-AT (N.D. Ga. filed June 10, 2016); *Griffin v. Crestline Hotels & Resorts, LLC*, No. 1:16-cv-2022-AT (N.D. Ga. filed June 16, 2016); *Griffin v. Verizon Commc'ns, Inc.*, No. 1:16-cv-2639 (N.D. Ga. filed July 20, 2016); *Griffin v. RightChoice Managed Care, Inc., et al*, No. 1:16-cv-3102 (N.D. Ga. filed Aug. 23, 2016); *Griffin v. Aetna Health Inc., et al*, No. 1:17-cv-00077 (N.D. Ga. filed Jan. 6, 2017); *Griffin v. United Healthcare of Ga., Inc.*, et al, No. 1:17-cv-4561-AT (N.D. Ga. filed Nov. 13, 2017); *Griffin v.Coca-Cola Refreshments USA, Inc.*, et al, No. 1:17-cv-4656-AT (N.D. Ga. filed Nov. 20, 2017). *Griffin v. Delta Air Lines, Inc., et al*, No. 1:17-cv-4657-AT (N.D. Ga. Nov. 20, 2017).

REASONS FOR GRANTING THE PETITION

IV. Lastly, the rulings in the Eleventh Circuit are in direct conflict with the Fifth Circuit.

In *Hermann,* the Fifth Circuit had an identical scenario and agreed with Petitioner — a plan administrator or insurer could not raise anti-assignment defenses post litigation while it was clear that a provider relied on those assignments during the administrative appeals process. See *Hermann Hospital v. MEBA Medical & BenefitsPlan,*845 F.2d 1286 (5thCir.1988).

The Fifth Circuit noted Hermann, a medical doctor, "was not privy to" the plan documents and thus "had no opportunity to review that documentation." *Hermann,* 959 F.2d at 574. The Hermann court held it was the defendant plan's "responsibility to notify Hermann of that [anti-assignment] clause if it intended to rely on it to avoid any attempted assignments." Id. "[I]t was unreasonable for [the defendant plan] to lie behind the log for three years without once asserting the anti-assignment clause, of which Hermann had no knowledge . . . ." Id. (*emphasis added*). Ultimately, the Hermann court held the defendant plan was "estopped to assert the anti-assignment clause now because of its protracted failure to assert the clause when Hermann requested payment pursuant to a clear and unambiguous assignment of payments for covered benefits." Id. at 575. With rationale similar to the Fifth Circuit, the Sixth Circuit in *Sprague* stated .. " a party's reliance can seldom, if ever, be reasonable or justifiable if it is inconsistent with the clear and unambiguous terms of plan documents *available to or furnished to the party." (Sprague v. Gen. Motors Corp.,*133 F.3d 388 (6th Cir. 1998))

REASONS FOR GRANTING THE PETITION

The Fifth Circuit has in multiple cases interpreted anti-assignment provisions similar to the Coca-Cola Plan's anti-assignment provisions "as applying only to unrelated, third-party assignees—other than the health care provider of assigned benefits . . . ." *Hermann Hosp. v. MEBA Med. and Benefits Plan*, 959 F.2d 569, 575 (5th Cir. 1992), overruled in part on other grounds by *Access Mediquip, L.L.C. v. United Healthcare Ins. Co.*, 698 F.3d 229, 230 (5th Cir. 2012) (en banc) (per curiam), cert. denied, 568 U.S. 1194, 133 S.Ct. 1467 (Mem), 185 L.Ed.2d 364 (2013) (emphasis added) ("Hermann II"); *Abilene Reg. Med. Ctr. v. United Indus. Workers Health and Benefits Plan*, No. 06–10151, 2007 WL 715247, at *4 (5th Cir. March 6, 2007) (relying on Hermann II to find anti-assignment provision was unenforceable against health care providers); but see *LeTourneau Lifelike Orthotics USCA11* Case: 18-10417 Date Filed: 02/05/2019 Page: 23 of 4115 & *Prosthetics, Inc. v. Wal-Mart Stores, Inc.*, 298 F.3d 348, 351–52 (5th Cir. 2002) (clarifying that the Hermann court declined to enforce the anti-assignment provision there because the provision, did not, by its terms, cover health care providers)

REASONS FOR GRANTING THE PETITION

For the reasons previously stated, compelling reasons exist for this Court to exercise its supervisory powers and grant certiorari under Rule 10(a). "This Court ... has a significant interest in supervising the administration of the judicial system," and its "interest in ensuring compliance with proper rules of judicial administration is particularly acute when those rules relate to the integrity of judicial processes." *Hollingsworth*, 558 U.S. at 196 (citing Rule 10(a)). For the reasons set forth above, the Eleventh Circuit's decisions threaten the integrity of the judicial process with certain cases. This Court should grant certiorari.

Based all the legal challenges that Dr. Griffin has faced over the past six years, Petitioner is asking this Court to resolve all her issues by accepting this petition in the form of a Writ of Certiorari and provide Petitioner the most comprehensive legal pathway to a reversal of all current and previous cases that have been erroneously invalided by *Physicians* and egregious abuses of discretion by the judiciary.

21.
CONCLUSION

For the reasons set forth above, the PETITION FOR A WRIT OF CERTIORARI should be granted.

Respectfully Submitted,

W.A. 4/12/2021

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