Cause No. _____	§	**IN THE DISTRICT COURT**
	§	**_____ JUDICIAL DISTRICT**
AVERY LINDHOLM,	§	**SAMPLE COUNTY, TEXAS**
Plaintiff,	§	
v.	§	[Fictional court. No real court, county or case.]
NORTHGATE FREIGHT SYSTEMS, INC. and D. MERCER,	§	
Defendants.	§	

Defendants' Counteraffidavit of Suren Khachatryan, CPC

Tex. Civ. Prac. & Rem. Code § 18.001(f)
Controverting the reasonableness of charges only

THIS IS AN UNSIGNED SAMPLE

Every name, court, date, charge and ZIP code in this document is invented. Nothing here is sworn, signed or notarized, and it is not for filing. Figures in this sample are illustrative. The one exception is the column headed "CMS amount" in Part 5, which is read from the published Centers for Medicare and Medicaid Services files for the date of service. A delivered counteraffidavit is prepared from the real bills and records of a real case, names the charge database it reads, lists every charge controverted, and attaches the exhibits named in Part 7.

STATE OF NEW JERSEY § COUNTY OF BERGEN §

Before me, the undersigned authority, on this day personally appeared Suren Khachatryan, who, being by me duly sworn, on his oath deposed and said as follows:

My name is Suren Khachatryan. I am over eighteen years of age, of sound mind and capable of making this affidavit. I have personal knowledge of the facts stated in it, and they are true and correct. I make this affidavit under section 18.001 of the Texas Civil Practice and Remedies Code to controvert the reasonableness of the charges identified below, and I state the basis on which I do so.

Part 1. My qualifications

I am a Certified Professional Coder (CPC), a credential issued by the AAPC. It is earned by examination and maintained by continuing education. My education includes the AAPC medical insurance coding specialist and coder program (2021 to 2022), a Bachelor of Arts in Economics from Hunter College, City University of New York (2015 to 2017), and a bachelor's degree in business administration and management from the Armenian State University of Economics (2012 to 2015).

Since 2023 I have worked as a medical coder and expert report writer on contract for an expert report practice, and I am a co-author and co-signer of more than 200 medical billing and coding expert reports in personal injury matters. In that work I analyze medical records and itemized bills for the accuracy of the CPT codes billed against the service documented, I price charges against published fee schedules, and I prepare reimbursement recommendations under both Medicare and state no-fault rules. Since 2022 I have been the founder and general manager of One Link Medical Billing Solutions, LLC, a third-party medical billing company in Saddle Brook, New Jersey. From 2020 to 2022 I was an account representative at Alliance Medibilling in Paramus, New Jersey. From 2016 to 2020 I was a claims analyst at All City Cars, Inc. in Brooklyn, New York, where I worked on No-Fault and personal injury protection claims.

The charges controverted below fall into three types of service. For each, this is what my qualification rests on.

(a) Office visits and other physician services. At One Link Medical Billing Solutions, LLC, I have performed complete billing and coding for orthopedics, neurosurgery, pain management and gastroenterology practices, including coding, claims scrubbing, pre-certification, appeals and

reimbursement negotiation. At Alliance Medibilling I verified CPT and ICD-10 use for pain management, orthopedic and anesthesia providers.

(b) Pain management procedures. The same work for pain management practices at One Link since 2022, and for pain management and anesthesia providers at Alliance Medibilling from 2020 to 2022, including the pre-certification and appeals that followed procedures.

(c) Diagnostic imaging, manual therapy and supplies. My qualification for these charges rests on my CPC certification and on the expert report work described above, which applies CPT coding rules and published fee schedules to the itemized bills of a case.

I have not previously been deposed or testified at trial. I state that here rather than leave it to be asked.

These qualifications qualify me to testify in contravention of the reasonableness of the charges identified below.

Part 2. What this affidavit controverts

I controvert the reasonableness of the charges in the initial affidavits listed below, and only the charges listed by line number in the table in Part 5. I express no opinion in this affidavit on any charge that is not in that table. Each initial affidavit is tied to its lines by provider and by date.

Provider (fictional)	Initial affidavit controverted	Type of service	Dates of service	ZIP	Lines
Beltway Spine & Rehabilitation	Affidavit of Morgan Ellery, custodian of records, sworn April 6, 2026	Office visit, X-ray and manual therapy	January 20, 2025; January 27, 2025	77042	1 to 3
Gulf Coast Interventional Pain, PLLC	Affidavit of Casey Prentiss, custodian of records, sworn April 13, 2026	Office visits, pain management procedure and supply	April 8, 2025; February 10, 2026	77056	4 to 6
Westheimer Open MRI	Affidavit of Sam Okafor, custodian of records, sworn April 6, 2026	Diagnostic imaging (MRI)	February 25, 2025	77057	7 to 8

The ZIP code is the fictional service address of each provider. It is the ZIP code the benchmark in Part 4 is read for.

Part 3. Materials reviewed

Counsel for Defendants retained me to review the charges. I reviewed the initial affidavits listed above with the itemized statements attached to them, the itemized bill of each provider, and the medical records for each date of service in Part 5. I read the records to see what service was documented and how it was coded. I did not read them to judge the treatment.

Part 4. Method

Step 1, coding. For each charge I compared the CPT or HCPCS code on the itemized bill with the service documented in the medical record for that date. Where the record supports a different code, or the code was reported together with another it should not be reported with, the basis in Part 5 is "code mismatch" or "unbundled." The benchmark in Step 2 is read for the code the record supports.

Step 2, benchmark. I then measured each charge against two kinds of published source: the federal fee schedules published by the Centers for Medicare and Medicaid Services, for the release in force on the date of service, and a national database of usual and customary charges, read for the ZIP code where the service was furnished and the date of service. The benchmark is the amount for the same service in the same ZIP code on the same date.

Step 3, why a charge above the benchmark is unreasonable. A reasonable charge is what providers in the same area usually and customarily charge for the same service. A charge above that amount, with nothing in the record that documents added work or cost the code does not already cover, is more than the usual and customary charge, and I opine that it is unreasonable. Where I found no such justification, Part 5 states the amount I opine is reasonable.

My opinions are given to a reasonable degree of certainty in the field of medical billing and coding.

Part 5. Itemized charges controverted

One row for each charge controverted. Figures in this sample are illustrative. Only the CMS amount is read from a published file. The amount opined reasonable is illustrative. This sample shows eight lines from three providers; a delivered counteraffidavit lists every charge controverted.

Line	Provider	Date of service	CPT/ HCPCS code	Description	Amount billed	CMS amount	Amount opined reasonable	Basis
1	Beltway	01/20/2025	99203	Office visit, new patient, low MDM	$485.00	$112.01	$245.00	Above benchmark
2	Beltway	01/20/2025	72040	X-ray, cervical spine, 2-3 views	$295.00	$38.95	$78.00	Above benchmark
3	Beltway	01/27/2025	97140	Manual therapy, each 15 minutes	$150.00	$27.54	$0.00	Unbundled
4	Gulf Coast	04/08/2025	62323	Injection, epidural, lumbar, with imaging	$2,450.00	$250.42	$685.00	Above benchmark
5	Gulf Coast	04/08/2025	A4550	Surgical tray	$185.00	none published	$0.00	Unbundled
6	Gulf Coast	02/10/2026	99204 → 99214	Office visit, established patient, moderate MDM	$845.00	$137.41	$235.00	Code mismatch
7	Westheimer	02/25/2025	72141	MRI, cervical spine, without contrast	$2,850.00	$189.88	$520.00	Above benchmark
8	Westheimer	02/25/2025	72148	MRI, lumbar spine, without contrast	$2,850.00	$190.53	$525.00	Above benchmark
	Total				**$10,110.00**		**$2,288.00**	

CMS amount: the Medicare non-facility amount for Texas locality 18 (Houston) in the release in force on the date of service (pfs-2025-01, pfs-2025-04, pfs-2026-01), for the code opined. It is a published reference point, not my opinion of the reasonable amount.

Lines 1, 2, 4, 7 and 8, above benchmark: the amount billed exceeds the benchmark for the same code, ZIP code and date, and the record documents nothing that the code does not already cover.

Line 3, unbundled: 97140 was reported on the same date as 98941 with no modifier and nothing in the record documenting a separate service. I opine it is not separately reportable, so the amount opined reasonable is $0.00. Line 5, unbundled: A4550, a surgical tray, was reported separately on the same date as procedure 62323. CMS publishes no separate amount for it on that date, and I opine it is included in the procedure, so the amount opined reasonable is $0.00.

Line 6, code mismatch: the same practice billed a new-patient visit (Gulf Coast Interventional Pain, PLLC, 99204, March 11, 2025) within the prior three years, so a new-patient code does not apply. Reporting the same level of decision-making documented as an established-patient visit gives 99214, and the benchmark is read for that code.

Part 6. What this affidavit does not address

I am a coder, not a physician. This affidavit is limited to the reasonableness of the charges in Part 5. It does not address:

- medical necessity, which is a question for a physician;
- causation, which section 18.001 does not allow a counteraffidavit to controvert; or
- the standard of care.

Part 7. Exhibits

Exhibit A: my curriculum vitae. Exhibit B: the itemized spreadsheet of the charges in Part 5 with the benchmark for each. (Named here only. This sample does not include them.)

SAMPLE

Part 8. Signature and jurat

Further affiant sayeth not.

_____
Suren Khachatryan, CPC, Affiant
Unsigned sample. Not signed.

SWORN TO AND SUBSCRIBED before me by Suren Khachatryan on this _____ day of _____, 20___.

_____
Notary Public in and for the State of New Jersey
My commission expires: _____

Part 9. Certificate of service (by counsel)

I certify that on _____, 20___, a true and correct copy of this counteraffidavit, with its exhibits, was served on all parties or their attorneys of record in accordance with Texas Rule of Civil Procedure 21a, and that written notice of that service was filed with the clerk of the court as section 18.001(g) of the Texas Civil Practice and Remedies Code requires.

_____
Attorney for Defendants (blank in this sample)

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