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10 UNITED STATES BANKRUPTCY COURT  
11 CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES DIVISION

12 IN RE:

Case No. 2:20-bk-20237-BR

13 DR. S. DAYYANI, OD, a Professional  
14 Optometric Corporation

Chapter 11

Adv. Case No.

15  
16 DR. S. DAYYANI, OD, a Professional  
17 Optometric Corporation,

**COMPLAINT FOR BREACH OF  
CONTRACT; OPEN BOOK  
ACCOUNT; BREACH OF IMPLIED-  
IN-FACT CONTRACT; SERVICES  
RENDERED; QUANTUM MERUIT**

18 Plaintiff

19 v.

20 AETNA LIFE & CASUALTY (BERMUDA)  
21 LTD., AND DOES 1-20

22 Defendant(s)

23  
24 Pursuant to FRBP Rule 7008 and FRCivP Rule 8, Plaintiff, Dr. S. Dayyani, OD, a  
25 Professional Optometric Corporation, for causes of action alleges against Defendant Aetna Life  
26 & Casualty (Bermuda) Ltd. the following:  
27  
28

## JURISDICTION AND VENUE

- 1  
2 1. This adversary proceeding relates to the following case in which Plaintiff is listed as the  
3 Debtor: *In Re: Dr. S. Dayyani, OD, a Professional Optometric Corporation*, Case No. 2:20-  
4 bk-20237-BR, Chapter 11, United States Bankruptcy Court, Central District of California,  
5 Los Angeles Division, Honorable Barry Russell presiding (the “Chapter 11 Case”).  
6
- 7 2. This adversary proceeding also relates to the case pending in Central District Court in which  
8 Plaintiff’s president, Dr. Shahrokh (mis-named in court records as “Shahroka”) Dayyani,  
9 OD, is listed as plaintiff: *Stanton, et al. v. Aetna Life & Casualty (Bermuda) Ltd.*, Case No.  
10 2:18-cv-8937-CJC-AFM, United States District Court, Central District of California,  
11 Honorable Cormac J Carney, presiding (the “Stanton Case”). The Stanton Case involves  
12 claims by multiple physicians against Aetna, alleging common facts and claims, together  
13 with specific payment demands on behalf of each named plaintiff. The facts and claims  
14 commonly alleged in the Stanton Case Amended Complaint are the same facts claims  
15 presented in this adversary proceeding Complaint, with only one material difference: claims  
16 alleged on behalf of Dr. Dayyani in the Stanton Case are recast and alleged here on behalf of  
17 the real party in interest with respect to such claims, Dr. S. Dayyani, OD, APOC.  
18
- 19 3. A notice of related case has or will be filed in the Stanton Case seeking partial referral of the  
20 Stanton Case to the Court in this adversary proceeding, only as concerning the claims of Dr.  
21 Dayyani in the Stanton Case. In the alternative, a stipulated voluntary dismissal, without  
22 prejudice, of Dr. Dayyani’s claims in the Stanton Cases will be pursued; provided that  
23 counsel for Aetna in the Stanton Case will agree to allow the substantive claims presented in  
24 the Stanton Case to be continued in this adversary proceeding without waiving any claims or  
25 defenses of either party.  
26  
27  
28

- 1 4. This adversary proceeding should be prosecuted as an effective continuation of the Stanton  
2 Case, with respect to the segregated claims of Dr. Dayyani in the Stanton Case, properly re-  
3 cast in this adversary proceeding as claims of Dr. S Dayyani, OD, a Professional Optometric  
4 Corp.—the plaintiff herein and Debtor in the associated Chapter 11 Case. All claims and  
5 defenses otherwise available in the Stanton Case, to both parties, should continue in this  
6 adversary proceeding.
- 7
- 8 5. Plaintiff hereby consents to entry of final orders or judgment by the Bankruptcy Court in this  
9 matter.
- 10
- 11 6. This Court has original jurisdiction pursuant to 28 USC §1334(b) in that this adversary  
12 proceeding arises in and/or relates to the Chapter 11 Case for the following reasons:
- 13 a. Defendant Aetna is listed in Debtor’s schedule of assets (Schedule A/B Part 11: 74) as a  
14 third party against whom Debtor has a cause of action—the claims presented in this  
15 adversary proceeding Complaint;
- 16 b. Defendant Aetna is also listed as a non-priority, unsecured creditor in Debtor’s schedule  
17 of debts (Schedule E/F Part 2: 3.4) because Defendant (and various other Aetna entities)  
18 have a pending cause of action against Plaintiff, Dr. Dayyani Eyecare (a legal alias of  
19 Debtor identified in the Chapter 11 Case) and Dr. Shahrokh Dayyani, OD, pending in  
20 California Superior Court, County of Los Angeles, Case No. BC705935 (the “Aetna State  
21 Case”). The claims alleged by Aetna in the Aetna State Case arise from, and relate to, the  
22 exact claims presented by Plaintiff against Aetna in this adversary proceeding Complaint.
- 23
- 24
- 25 7. Plaintiff will timely remove the Aetna State Case to this Court so that all related matters may  
26 be resolved in a single proceeding.
- 27
- 28

- 1 8. The Court has also original jurisdiction of this case pursuant to 28 U.S.C. §1332 based on  
2 diversity of citizenship. Plaintiff is a corporation duly organized under the laws of the State  
3 of California, in good standing; Defendant is a citizen or subject of a foreign state,  
4 incorporated in Bermuda with its principal place of business in Hamilton, Bermuda; and the  
5 amounts in controversy between each Plaintiff and Defendant are in excess of \$75,000.00.  
6
- 7 9. The Court has personal jurisdiction over Defendant for the following reasons:  
8  
9 a. *In personam* jurisdiction already exists over Defendant in a related case referenced  
10 above, the Stanton Case, *Stanton, et al. v. Aetna Life & Casualty (Bermuda) Ltd.*, Case  
11 No. Case No. 2:18-cv-8937-CJC-AFM, United States District Court, Central District of  
12 California, Honorable Cormac J Carney, presiding; and  
13  
14 b. Defendant has conducted business in California by insuring various persons in California  
15 and administering claims for benefits incurred by those covered persons in California, as  
16 alleged herein.
- 17 10. The claims of Plaintiffs arise out of insurance Defendant provided to persons who received  
18 covered services with Plaintiffs in this District. Thus, venue is proper in this judicial district  
19 pursuant to 28 U.S.C. § 1391(b)(2).

## 20 THE PARTIES

- 21 11. Plaintiff is a professional optometric corporation, duly chartered and authorized to do business  
22 in the State of California; and doing business in Santa Monica California as Dr Dayyani  
23 Eyecare. Its sole shareholder is Dr. Shahrokh Dayyani, OD a licensed optometrist. This  
24 adversary proceeding Complaint is to recover amounts listed in billing statements submitted  
25 to Aetna by Plaintiff for services and goods rendered to Aetna insureds. Virtually all, if not  
26 all, claims submitted by Plaintiff for payment by Aetna, including the claims alleged in the  
27  
28

1 Stanton Case and the Aetna State Case, were submitted in the name of Plaintiff; viz., Dr. S.  
2 Dayyani, OD, a Professional Optometric Corporation. For this reason, Plaintiff—the  
3 corporate entity—is the real party in interest with respect to the claims presented herein.  
4

5 12. Defendant Aetna Life & Casualty (Bermuda) Ltd. is an insurance company licensed in  
6 Bermuda, a British Overseas Territory. One of Bermuda’s largest economic sectors is  
7 offshore insurance/reinsurance which results from Bermuda’s minimal standards of insurance  
8 regulation and laws.

9 13. Does 1-20 are, on information and belief, affiliates and/or control entities of Aetna and/or  
10 part of the same corporate control group of Aetna, to be named in this action at a later date,  
11 following discovery, insofar as necessary to obtain complete relief under the claims alleged.  
12

13 14. Plaintiffs are informed and believe that the persons performing the work on the claims on  
14 behalf of Defendant(s) that are the subject of this case were at the relevant times employees  
15 and/or agents of Aetna.  
16

### 17 SUBSTANTIVE ALLEGATIONS

18 15. Aetna issued a group health insurance policy to the Saudi Arabian Cultural Mission to cover  
19 Saudi students in the United States (hereinafter “SACM students”). This policy covered  
20 SACM students for medical, dental, and other health benefits.  
21

22 16. Aetna provided SACM students with a Booklet, which states “Aetna agrees with the  
23 Policyholder to provide coverage in accordance with the conditions, rights, and privileges as  
24 set forth in this Booklet.”

25 17. The Booklet provides that “Aetna has the right to pay any health benefits to the service  
26 provider. This will be done unless you have told Aetna otherwise by the time you file the  
27 claim.”  
28

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