

EXHIBIT A

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Dennis Landin

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Attorney for Plaintiff,
DEDICATED SLEEP LLC

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

DEDICATED SLEEP LLC,

Plaintiff,

v.

CIGNA HEALTH AND LIFE INSURANCE
COMPANY, CIGNA HEALTHCARE OF
CALIFORNIA INC, CIGNA HEALTHCARE
OF ILLINOIS INC and DOES 1 through 20,

Defendants.

Case No.: **21STCV39324**

COMPLAINT FOR:

1. QUANTUM MERUIT;
2. BREACH OF CONTRACT;
3. FRAUDULENT
MISREPRESENTATION and
4. DECLARATORY RELIEF

[JURY TRIAL REQUESTED]

Damages: UNLIMITED: Over
\$25,000

Plaintiff, DEDICATED SLEEP LLC (hereinafter referred to as "DS") complains and
alleges, as follows:

GENERAL ALLEGATIONS

1
2 1. DS is, and at all times relevant, was a corporation organized and existing under
3 the laws of the State of Oregon.

4 2. DS is, and at all times relevant, was a specialty medicine group, consisting of
5 sub-contracted licensed medical physicians and licensed dental physicians who provide
6 healthcare and Durable Medical Equipment (DME) services to patients in need of medical care
7 for sleep disorders and related cranial facial problems. The licensed medical physicians and
8 dental physicians include, but are not limited to, California licensed and/or certified medical
9 professionals and professional entities (hereinafter collectively referred to as "Physicians").

10 3. Physicians provided medical care, services, treatment, and/or procedures and
11 equipment and services to members, subscribers and insureds of defendants, CIGNA HEALTH
12 AND LIFE INSURANCE COMPANY, CIGNA HEALTHCARE OF CALIFORNIA INC,
13 CIGNA HEALTHCARE OF ILLINOIS INC and DOES 1 through 20,, (hereinafter referred to
14 as "DEFENDANT" or "DEFENDANTS"). In providing such care, services, treatment and/or
15 procedures, Physicians became contractually entitled to reimbursement, payment and/or
16 indemnification from DEFENDANTS for those services and supplies rendered.

17 4. Physicians submitted their claims and billings to DEFENDANTS for payment and
18 exhausted all administrative appeals as established by DEFENDANTS in an effort to secure
19 payment of their fees from DEFENDANTS, however, DEFENDANTS have failed and
20 otherwise refused to provide Physicians full payment or any payment at all.

21 5. DEFENDANTS are, and at all times relevant, were corporations established in
22 and/or otherwise licensed to do business in and were doing business in the State of California, as
23 medical health plan administrators and insurers. DS is informed and believes that
24 DEFENDANTS are licensed by the DMHC and/or Department of Insurance to transact the
25 business of insurance in the State of California and DEFENDANTS are, in fact, transacting the
26 business of administering medical health plans and/or insurance in the State of California and
27 are thereby subject to the laws and regulations of the State of California.

28 6. The true names and capacities, whether individual, corporate, associate, or

1 otherwise, of DOES 1 through 20, inclusive, are unknown to DS, who therefore sues said
2 DEFENDANTS by such fictitious names. DS is informed and believes and thereon alleges that
3 each of the DEFENDANTS designated herein as a DOE is legally responsible in some manner
4 or to some extent for the events and happenings referred to herein and legally caused injury
5 and/or damage to DS. DS will seek leave of this Court to amend this Complaint to insert their
6 true names and capacities in place and stead of the fictitiously named DOES DEFENDANTS
7 when their names become known.

8 7. At all times herein mentioned, unless otherwise indicated, DEFENDANTS were the
9 agents and/or employees of each of the remaining DEFENDANTS and were at all times acting
10 within the purpose and scope of said agency and employment, and each DEFENDANT has
11 ratified and approved the acts of his agent. At all times herein mentioned, DEFENDANTS had
12 actual and/or ostensible authority to act on each other's behalf in certifying or authorizing the
13 provision of medical services; processing and administering the claims and appeals; pricing the
14 claims; approving or denying the claims; directing each other as to whether to pay and/or how to
15 pay claims; issuing remittance advices and explanations of benefits statements; and making
16 payments to Physician and its Patient.

17 **FACTUAL BACKGROUND**

18 8. This Complaint arises out of DEFENDANTS failure to make payments due and
19 owing Physicians for medical care, treatment, equipment and procedures provided to numerous
20 patients¹ (who hereinafter are referred to as "Patients"), who were insureds, members,
21 policyholders, certificate-holders and/or were otherwise covered for health, treatment and
22 pharmaceutical expenses under one or more policies or certificates of insurance issued and
23 underwritten by DEFENDANTS.

24 9. None of the claims and/or causes of action in this Complaint are derivative of the
25 contractual rights of the Patients. In no way does DS seek to enforce the contractual rights of
26 the Patients through the Patients' insurance contracts, policies, certificates of coverage, and/or
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¹ For privacy reasons and to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the full names and identifying information pertaining to the patients has been withheld. This information will be disclosed to DEFENDANTS upon request.

1 any other written insurance agreements between DEFENDANTS and Patients. The claims and
2 causes of action herein are based solely upon the relationship and contractual interactions
3 between the Physicians and DEFENDANTS and upon the fact that the Patients were covered by
4 or administered by DEFENDANTS for the medical care and treatment provided him/her by the
5 Physicians.

6 10. DS is informed and believes, and on such information and belief, alleges that
7 the Patients were insured by DEFENDANTS either as a subscriber to coverage or as a
8 dependent of a subscriber to coverage under policies and/or certificates of insurance issued and
9 underwritten by DEFENDANTS. DS is informed and believes that the Patients entered into a
10 valid insurance agreement with DEFENDANTS for the specific purpose of ensuring that he/she
11 Patient would have access to medically necessary treatments, care, procedures and surgeries by
12 medical practitioners like the Physicians and ensuring that DEFENDANTS would administer or
13 pay for the health care expenses incurred by the Patient.

14 11. DS is informed and believes, and on such information and belief alleges, that
15 DEFENDANTS received, and continue to receive, valuable premium payments from the
16 Patients and/or other consideration from the Patients under the subject policies applicable to the
17 Patients.

18 12. At all relevant times, Physicians provided medically necessary and appropriate
19 services, care, treatment, and/or procedures to Patients who held valid insurance policies or
20 certificates issued by or administered by DEFENDANTS. A full schedule of the Patients and
21 treating Physicians (with the Patients' name redacted) is attached hereto as Exhibit 1.

22 13. Physicians have a reputation for providing high quality care, treatment, and
23 procedures. Physicians' charges for services are on par with the charges of other physicians in
24 the same general area for the same procedures and/or services. The Physicians' billed charges
25 are reasonable, usual, and customary and have been paid by DEFENDANTS for the same
26 services over the last 8 years.

27 14. The Physicians who provided medical services to Patients were "in-network
28

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