

EXHIBIT D

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ACTCA, A MEMBER OF THE ALLIANCE, INC.

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE**

10 ACTCA, A MEMBER OF THE ALLIANCE,
11 INC., a California corporation;

12 Plaintiff,

13 v.

14 RHYTHM PHARMACEUTICALS, INC., a
Delaware corporation; and, DOES 1 through 10,
15 Inclusive,

16 Defendants.

CASE NO.: **21STCV46449**

COMPLAINT FOR BREACH OF CONTRACT

**DEMAND FOR JURY
UNLIMITED CIVIL**

18 Plaintiff ACTCA, A MEMBER OF THE ALLIANCE, INC., alleges for each cause of action
19 with knowledge as to itself and otherwise on information and belief, as follows:

20 **PARTIES**

- 21 1. Plaintiff ACTCA, A MEMBER OF THE ALLIANCE, INC. is a corporation with its
- 22 principal place of business located in Los Angeles County, California.
- 23 2. Plaintiff is informed and believes that Defendant RHYTHM PHARMACEUTICALS,
- 24 INC., is a Delaware Corporation with its principal place of business located in Suffolk County,
- 25 Massachusetts.
- 26 4. Plaintiff is unaware of the true names, identities, or capacities of Defendants DOES 1
- 27 through 10, or any of them, and for this reason said defendants are sued herein by such fictitious
- 28

1 through 10, or any of them, Plaintiff will amend this Complaint to allege the same. Plaintiff is
2 informed and believes, and thereon alleges that each such fictitiously named Defendant is responsible
3 in some manner for the acts, occurrences, happenings, and/or omissions herein after alleged.

4 5. Plaintiff is informed and believe, and upon such information and belief alleges, that
5 Defendants and DOES 1 through 10, and each of them, were acting as agents, servants, employees,
6 successors, predecessors, associates, partners, joint ventures, representatives and/or in some capacity,
7 however termed and/or described, of each other and were acting within the course and scope of each
8 of the other Defendants and DOES 1 through 10, and with full knowledge and consent, such that the
9 Defendants are jointly and severally liable to Plaintiff.

10 **JURISDICTION AND VENUE**

11 7. Plaintiff alleges, upon information and belief, that pursuant to Code of Civil Procedure
12 Section 395, venue is properly laid in the County of Los Angeles, which is the County where the
13 contract was entered into.

14 **GENERAL ALLEGATIONS**

15 8. In and around 2018 RHYTHM PHARMACEUTICALS, INC. (hereinafter referred to
16 as “Rhythm”) entered into a series of written contracts with Plaintiff ACTA, A MEMBER OF THE
17 ALLIANCE, INC., SFCT, A Member of the Alliance, Inc.; ICTLV, Inc.; and NYCT, A Member of
18 the Alliance, Inc. (Plaintiff ACTA, A MEMBER OF THE ALLIANCE, INC., SFCT, A Member of
19 the Alliance, Inc.; ICTLV, Inc.; and NYCT, A Member of the Alliance, Inc. shall be jointly referred
20 to as “the Alliance”) for the purpose of conducting two separate and distinct clinical trials
21 (Hereinafter referred to as “Clinical Trial Contracts”).

22 9. Plaintiff ACTA, A MEMBER OF THE ALLIANCE, INC. accepted Rhythm’s offer to
23 conduct the clinical trials in the County of Los Angeles.

24 10. The Alliance diligently performed pursuant to the Clinical Trial Contracts and
25 performed all conditions, covenants, and promises required on its part to be performed in accordance
26 with the terms and conditions of the Clinical Trial Contracts.

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11. In approximately 2021 it became clear to The Alliance that Rhythm did not intend to pay the remaining amounts due and owing pursuant to the Clinical Trial Contracts. Specifically, Rhythm owes, and is refusing to pay to the specific Alliance entities the following amounts:

ACTCA, A Member of the Alliance, Inc.	\$903,079.95
ICTLV, Inc. – Las Vegas Location	\$354,321.90
SFCT, A Member of the Alliance, Inc.	\$342,817.65
NYCT, A Member of the Alliance, Inc.	\$702,172.75

12. Demand has been made by The Alliance for Rhythm to tender the amounts owed and Rhythm has refused.

13. After Rhythm's breach of the Clinical Trial Contracts, SFCT, A Member of the Alliance, Inc. ICTLV, Inc.; and NYCT, A Member of the Alliance, Inc. assigned their respective rights to collect the amounts due and owing from Rhythm to Plaintiff ACTA, A MEMBER OF THE ALLIANCE, INC.

FIRST CAUSE OF ACTION

Breach of Contract

(Against All Defendants)

14. Plaintiff repeats and re-alleges all of the above paragraphs and incorporates those paragraphs as though fully set forth herein.

15. Pursuant the Clinical Trial Contracts, Rhythm was to pay The Alliance for conducting certain clinical trials at the request of Rhythm.

16. The Alliance have performed all conditions, covenants, and promises required on their part to be performed in accordance with the terms and conditions of the Clinical Trial Contracts or have been excused from further performance because of the actions of Defendants.

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1 17. Rhythm materially breached the Clinical Trial Contracts by failing to pay sums due
2 and owing to The Alliance.

3 18. As a direct and proximate result of Rhythm's wrongful conduct and material breach of
4 the Clinical Trial Contracts as described herein, The Alliance has sustained damages in the amount to
5 be proven at trial but in excess of this Court's jurisdiction.

6 **RESERVATION OF RIGHT TO AMEND**

7 19. Plaintiff, on information and belief, allege that they may have additional causes of
8 action against Defendants. On this basis, Plaintiff hereby reserves the right to amend this Complaint
9 to assert additional causes of action as appropriate.

10 **JURY DEMAND**

11 20. Plaintiff reserves its right to, and hereby does request, a trial by jury on all matters so
12 triable.

13 **PRAYER FOR RELIEF**

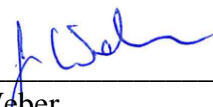
14 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as
15 follows:

- 16 1. For general, incidental, and consequential damages in an amount exceeding the unlimited
17 jurisdictional limits of this Court, such amount to be subject to proof at the time of trial;
18 2. For attorneys' fees;
19 3. For costs of suit incurred herein; and
20 4. For such other and further relief as the Court may deem just and proper.

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22
23 Respectfully submitted,

24 DATED: December 21, 2021

BRIGGS & ALEXANDER, APC

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