

EXHIBIT A

21STCV47278

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: John Doyle

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8
 9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 10 COUNTY OF LOS ANGELES

11 Premier Spine Neurosurgery, Inc.

12 Plaintiff,

13 v.

14 CIGNA Health and Life Insurance
 15 Co. and DOES 1-10,

16 Defendant.
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Case No.: 21STCV47278

Complaint For:

1. *QUANTUM MERUIT;*

(Jury Trial Requested)
Total Damages - \$100,000.00

Complaint

1
2 Plaintiff Premier Spine Neurosurgery, Inc. (hereinafter referred to as
3 “PLAINTIFF”, or “Medical Provider”) complains and alleges:

4 **PARTIES**

5 1. Plaintiff, Medical Provider, is and at all relevant times was a medical
6 corporation, organized and existing under the laws of the State of California.

7 Medical Provider is and at all relevant times was in good standing under the laws of
8 the State of California.

9 2. DEFENDANT, CIGNA Health and Life Insurance Co.
10 (“DEFENDANT”) is and was licensed to do business in and is and was doing
11 business in the State of California. DEFENDANT is, in fact, transacting business in
12 the State of California and is thereby subject to the laws and regulations of the State
13 of California.

14 3. The true names and capacities, whether individual, corporate,
15 associate, or otherwise, of defendants DOES 1 through 10, inclusive, are unknown
16 to PLAINTIFF, who therefore sues said defendants by such fictitious names.
17 PLAINTIFF is informed and believes and thereon alleges that each of the
18 defendants designated herein as a DOE is legally responsible in some manner for
19 the events and happenings referred to herein and legally caused injury and damages
20 proximately thereby to PLAINTIFF. PLAINTIFF will seek leave of this Court to
21 amend this Complaint to insert their true names and capacities in place and instead
22 of the fictitious names when they become known to it.

23 4. At all times herein mentioned, unless otherwise indicated,
24 DEFENDANT/s were the agents and/or employees of each of the remaining
25 defendants, and were at all times acting within the purpose and scope of said
26 agency and employment, and each defendant has ratified and approved the acts of
27 his agent. At all times herein mentioned, DEFENDANT/s had actual or ostensible
28 authority to act on each other’s behalf in certifying or authorizing the provision of

1 services; processing and administering the claims and appeals; pricing the claims;
2 approving or denying the claims; directing each other as to whether and/or how to
3 pay claims; issuing remittance advices and explanations of benefits statements;
4 making payments to Medical Provider and its Patients.

5 **GENERAL ALLEGATIONS**

6 5. All of the claims asserted in this complaint are based upon the
7 individual and proper rights of Medical Provider in its own individual capacity and
8 are not derivative of the contractual or other rights of the Medical Provider's
9 Patient.

10 6. This complaint arises out of the failure of DEFENDANT to make
11 proper payments and/or the underpayment to Medical Provider by DEFENDANT
12 and DOES 1 through 10, inclusive, of amounts due and owing now to Medical
13 Provider for emergent surgical care, treatment and procedures provided to Patient,
14 who was an insured, member, policyholder, certificate-holder or was otherwise
15 covered for health, hospitalization and major medical insurance through policies or
16 certificates of insurance issued and underwritten by DEFENDANT and DOES 1
17 through 10, inclusive.

18 7. Medical Provider is informed and believes based on DEFENDANT's
19 oral and other representations that the Patient was an insured of DEFENDANT
20 either as a subscriber to coverage or a dependent of a subscriber to coverage under a
21 policy or certificate of insurance issued and underwritten by DEFENDANT and
22 DOES 1 through 10, inclusive, and each of them. Medical Provider is informed
23 and believes that the Patient entered into a valid insurance agreement with
24 DEFENDANT for the specific purpose of ensuring that the Patient would have
25 access to medically necessary treatments, care, procedures and surgeries by medical
26 practitioners like Medical Provider and ensuring that DEFENDANT would pay for
27 the health care expenses incurred by the Patient.

28

1 8. Medical Provider is informed and believes that DEFENDANT and
2 DOES 1 through 10, inclusive, and each of them, received and continue to receive,
3 valuable premium payments from the Patient and/or other consideration from
4 Patient under the subject policies applicable to Patient.

5 9. It is standard practice in the health care industry that when a medical
6 provider enters into a written preferred provider contract with a health plan such as
7 DEFENDANT, that a medical provider agrees to accept reimbursement that is
8 discounted from the medical provider's total billed charges in exchange for the
9 benefits of being a preferred or contracted provider.

10 10. Those benefits include an increased volume of business, because the
11 health plan provides financial and other incentives to its members to receive their
12 medical care and treatments from the contracted provider, such as advertising that
13 the provider is "in network", and allowing the members to pay lower co-payments
14 and deductibles to obtain care and treatment from a contracted provider.

15 11. Conversely, when a medical provider, such as Medical Provider, does
16 not have a written contract or preferred provider agreement with a health plan, the
17 medical provider receives no referrals from the health plan.

18 12. The medical provider has no obligation to reduce its charges. The
19 health plan is not entitled to a discount from the medical provider's total bill charge
20 for the services rendered, because it is not providing the medical provider with in
21 network medical provider benefits, such as increased patient volume and direct
22 payment obligations.

23 13. The reason why medical providers have chosen to forgo the benefits of
24 a contract with a payor is that, in recent years, many insurers including
25 DEFENDANT's contracted rates for in-network providers have been so meager,
26 one-sided and onerous, that many providers like Medical Provider have determined
27 that they cannot afford to enter into such contracts. As a result, a growing number
28 of medical providers have become non-contracted or out of network providers.

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