

EXHIBIT A-4

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Clerk of Court
Superior Court of CA,
County of Santa Clara
21CV381561
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12 SUPERIOR COURT OF CALIFORNIA
13 FOR THE COUNTY OF SANTA CLARA
14 UNLIMITED JURISDICTION

15 STANFORD HEALTH CARE, a
16 California nonprofit corporation,

17 Plaintiff,

18 vs.

19 BLUE CROSS AND BLUE SHIELD
20 OF NORTH CAROLINA, a North
21 Carolina Corporation, and DOES 1
22 THROUGH 25, INCLUSIVE,

23 Defendants.

Case No.: 21CV381561

COMPLAINT FOR DAMAGES FOR:

1. BREACH OF IMPLIED-IN-FACT CONTRACT; and,
2. *QUANTUM MERUIT*.

PARTIES

1
2
3 1. Plaintiff Stanford Health Care ("STANFORD") is a nonprofit
4 corporation organized and existing pursuant to the laws of the State of California.
5 STANFORD has its principal place of business in the City of Stanford, County of
6 Santa Clara, State of California. STANFORD renders medically necessary care to
7 patients.

8
9 2. Defendant Blue Cross and Blue Shield of North Carolina
10 ("BCBS") is a North Carolina corporation and is organized and existing pursuant
11 to the laws of the United States of America, specifically 26 U.S.C. § 501(c)(9).
12 BCBS of North Carolina has its principal place of business in the City of Durham,
13 County of Durham, State of North Carolina. Blue Cross and Blue Shield of North
14 Carolina is health plan providing health care benefits to its members.

15
16 3. STANFORD is unaware of the true names and capacities,
17 whether corporate, associate, individual, partnership or otherwise of defendant
18 Does 1 through 25, inclusive, and therefore sues such defendant by such fictitious
19 names. STANFORD will seek leave of the Court to amend this complaint to allege
20 their true names and capacities when ascertained.

21
22 4. BCBS and Does 1 through 25 shall be collectively referred to as
23 "BCBS" and "Defendant."

24
25 5. Defendant, and each of them, at all relevant times, have
26 transacted business in the State of California. The violations alleged within this
27 complaint have been and are being carried out in the State of California.
28

1 6. At all relevant times each of the defendant, including the
2 defendant named "Doe," was and is the agent, employee, employer, joint venturer,
3 representative, alter ego, subsidiary and/or partner of one or more of the other
4 defendant, and was, in performing the acts complained of herein, acting within the
5 scope of such agency, employment, joint venture, or partnership authority and/or is
6 in some other way responsible for the acts of one or more of the other defendant.
7

8 COMMON FACTUAL BACKGROUND

9

10 7. STANFORD is informed and believes and thereon alleges that
11 at all relevant times the patients identified on the spreadsheet¹ attached as Exhibit
12 A to this complaint (and which is incorporated herein by this reference as though
13 set forth in full) (the "Patients") were members of a health plan sponsored,
14 administered and/or financed by Defendant.
15

16 8. At all relevant times, STANFORD entered into an agreement
17 with Anthem Blue Cross ("Blue Cross of California"), as a provider of medically
18 necessary care for the benefit of all members, enrollees and/or beneficiaries of
19 health plans that were or would be registered with Blue Cross as Payer, such as
20 Defendant (the "Blue Cross Agreement"). Thus, under the Blue Cross Agreement,
21 STANFORD agreed to render medically necessary care to the members, enrollees
22 and/or beneficiaries of Defendant's health plan; in exchange, Defendant (being s
23 Payor) agreed to pay STANFORD the discounted rates negotiated in the Blue
24 Shield Agreement. In general, the discounted rates under the Blue Cross
25 Agreement provide for medically necessary care to be paid at a discount of
26 Stanford Hospital's usual and customary total billed charges (the "Blue Cross
27

28 ¹ Stanford has limited disclosure of patient identification pursuant to the privacy provisions of the Health Insurance
Portability & Accountability Act ("HIPAA"), 42 U.S.C §§ 1320d *et seq.*, and the California Constitution, art. 1 § 1.

1 Rates”).

2
3 9. At all relevant times, BCBS had an agreement with Blue Cross
4 of California so as to gain access to the Blue Cross of California Rates as a Payer.
5 In also agreed that Blue Cross of California would act as an administrator for
6 BCBS. Thus, BCBS agreed to pay STANFORD for medically necessary care
7 rendered to the members, enrollees and/or beneficiaries of Defendant’s health plan.

8
9 10. At all relevant times, agents and/or representatives of
10 Defendant verified that Patients were enrolled in Defendant’s health plan and thus,
11 Defendant was responsible for arranging for delivery of health care services to
12 Patients.

13
14 11. STANFORD is informed and believes and thereon alleges that
15 at all relevant times, Defendant provided, arranged and/or paid for healthcare
16 services for its beneficiaries and/or members, including the Patients.

17
18 12. During the dates of service as set forth in Exhibit A,
19 STANFORD admitted the Patients into its facility and rendered medically
20 necessary services, supplies and/or equipment to the Patients.

21
22 13. BCBS and/or its agent authorized that medical services be
23 rendered to the Patients by STANFORD during the various dates of service as set
24 forth in Exhibit A.

25
26 14. STANFORD’s usual and customary charges for the medically
27 necessary services, supplies and/or equipment rendered to the Patients amounted to
28 \$526,645.58.

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