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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE, DIVISION**

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| | : | |
| SALOOJAS INC, | : | CASE NO: |
| Plaintiff | : | CLASS ACTION COMPLAINT |
| vs. | : | |
| | : | |
| AETNA HEALTH OF CALIFORNIA, INC | : | |
| | : | |
| Defendant. | : | |
| | : | |

ORIGINAL CLASS ACTION COMPLAINT
AND JURY DEMAND

Plaintiff Saloojas, Inc dba AFC Urgent Care of Newark, A California corporation, (“Plaintiff”), brings this Original Complaint on its behalf of all others similarly situated, by and through counsel, brings this action against Aetna Healthcare of California (hereinafter referred to as AETNA). Plaintiff’s allegations herein are based upon personal knowledge and belief as to his own acts and upon the investigation of his counsel and information and belief as to all other matter.

INTRODUCTION

1
2 1. This is a class action lawsuit brought against the Defendant Aetna Healthcare
3 of California by Plaintiff on behalf of itself and all and similarly situated individuals

4 2. Plaintiff brings this action against the Defendant Aetna, hereinafter referred
5 to as Aetna, because it has unjustifiably engaged in unconscionable and fraudulent
6 conduct during the COVID-19 public health emergency period in order to evade and
7 circumvent its obligations to fully cover all Aetna Plan members' COVID-19
8 diagnostic testing ("Covid Testing") services and to reimburse Plaintiff, an out-of-
9 network ("OON") laboratory, for bona fide Covid Testing services offered to these
10 same members in accordance with a Congressionally set methodology established and
11 supported by the Families First Coronavirus Response Act (the "FFCRA"), the
12 Coronavirus Aid, Relief, Economic Security Act (the "CARES Act").

13 3. Plaintiff brings this action against the Defendant Aetna, hereinafter
14 referred to as Aetna, because it has unjustifiably engaged in unconscionable and
15 fraudulent conduct during the COVID-19 public health emergency period in order to
16 evade and circumvent its obligations to fully cover all Aetna Plan members' COVID-
17 19 diagnostic testing ("Covid Testing") services and to reimburse Plaintiff, an out-of-
18 network ("OON") laboratory, for bona fide Covid Testing services offered to these
19 same members in accordance with a Congressionally set methodology established and
20 supported by the Families First Coronavirus Response Act (the "FFCRA"), the
21 Coronavirus Aid, Relief, Economic Security Act (the "CARES Act")

22 4. The importance of Covid Testing during a worldwide pandemic cannot be
23 overlooked as it is the best mitigation mechanism in place to identify and curtail the
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1 spread of the COVID-19 virus. Due to the urgent need to facilitate the nation's
2 response to the public health emergency posed by COVID-19, Congress passed the
3 FFCRA and the CARES Act to, amongst other things, address issues pertaining to the
4 costs of and access to Covid Testing during the COVID-19 pandemic.

5 5. Aetna's conduct (or lack thereof as it pertains to the Employer Plans) has
6 undermined national efforts made to mitigate the spread of the COVID-19 virus as it
7 has caused Plaintiff, and other similarly situated OON providers, to shutter specimen
8 collection and testing locations and to potentially stop offering Covid Testing services
9 altogether. Aetna's misprocessing and denials of Covid Testing claims is nearing an
10 insurmountable financial loss for Plaintiff and has caused Plaintiff to hemorrhage its
11 own funds to cover such financial losses.

12 6. Aetna has not only mis-adjudicated almost every single Covid Testing claim
13 submitted by Plaintiff on behalf of members of Aetna Plans and Employer Plans
14 administered by Aetna, but has, in fact, denied the vast majority of Covid Testing
15 claims that Plaintiff has submitted, the reasons for which are to be detailed
16 throughout the course of this Original Complaint.

17 7. Aetna's fraudulent behavior, in its capacity as an insurer and third-party
18 claims administrator, and its failures to oversee and regulate Aetna's behavior (despite
19 being provided with notice and an opportunity to remedy Aetna's behavior) has had a
20 material adverse effect on the nation's response to the COVID-19 pandemic as it has
21 largely diminished access to testing, shifted financial responsibility for the cost of
22 Covid Testing to the members of Aetna Plans and Employer Plans, and, in the event of
23 any future pandemics requiring the cooperation and the joint efforts of licensed
24 medical facilities and professionals (*e.g.* Plaintiff), providers who have fallen victim to
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1 Aetna's predatory practices will be hesitant and less likely to participate in any such
2 future Federal and/or State efforts. In turn, jeopardizing any future pandemic
3 responses.

4 8. Plaintiff has incessantly attempted to contact the Defendant Aetna to
5 inform it of its unlawful practices, has attempted to negotiate an agreed amount/rate
6 to be reimbursed for Covid Testing services with Aetna, and also has provided it notice
7 of its unlawful practices. However, all attempts by Plaintiff to amicably resolve this
8 matter have failed, and Plaintiff is now left with no other option than to file this lawsuit
9 against the Defendant.
10

11 9. By way of this lawsuit, Plaintiff seeks to:

- 12 (i) hold the Defendant Aetna accountable for its fraudulent and unlawful
13 practices, and Employer Plans responsible for their failures to monitor
14 and check Aetna on its practices despite being provided with notice of
15 such misconduct;
16
17 (ii) ensure Plaintiff is properly reimbursed for its efforts to provide a public
18 service in response to the COVID-19 public health emergency; and
19
20 (iii) act as a safeguard against future unlawful practices instituted by Aetna,
21 Employer Plans, and other insurers and health plans in the event of other
22 national public health emergencies.

23 **NATURE OF THE CLAIMS**

24 10. The Plaintiff conducts and renders Covid Diagnostic Testing Services
25 Therefore, Plaintiff as a medical facility and provider has all authorizations and/or
26 approvals necessary to render and be reimbursed for Covid Testing services.³ During
27 the pandemic Plaintiff has operated seven specimen collection sites.
28

1 11. Aetna provides health insurance and/or benefits to members of Aetna
2 Plans pursuant to a variety of health benefit plans and policies of insurance, including
3 employer- sponsored benefit plans and individual health benefit plans.

4 12. Under ordinary circumstances, not all health plans insured or
5 administered by Aetna offer its members with access to OON providers and facilities.
6 However, pursuant to Section 6001 of the FFCRA, as amended by Section 3201 of the
7 CARES Act, all group health plans and health insurance issuers offering group or
8 individual health insurance coverage are required to provide benefits for certain items
9 and services related to diagnostic testing for the detection or diagnosis of COVID-19
10 without the imposition of cost-sharing, prior authorization or other medical
11 management requirements when such items or services are furnished on or after
12 March 18, 2020, for the duration of the COVID-19 public health emergency regardless
13 of whether the Covid Testing provider is an in-network or OON provider.
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16 13. Furthermore, Section 3202(a) of the CARES Act provides that all group
17 health plans and health insurance issuers covering Covid Testing items and services, as
18 described in Section 6001 of the FFCRA must reimburse OON providers in an amount
19 that equals the cash price for such Covid Testing services as listed by the OON provider
20 on its public internet website or to negotiate a rate/amount to be paid that is less than
21 the publicized cash price.
22

23 14. Aetna has intentionally disregarded its obligations to comply with its
24 requirements to cover Covid Testing services without the imposition of cost-sharing
25 and other medical management requirements pursuant to Section 6001 of the FFCRA
26 and, in the instances Plaintiff is reimbursed for its Covid Testing services, has failed to
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