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9 Attorneys for Plaintiff,

10 **CALIFORNIA SPINE AND**

11 **NEUROSURGERY INSTITUTE d/b/a**

12 **SAN JOSE NEUROSPINE**

13 **UNITED STATES DISTRICT COURT**
14 **NORTHERN DISTRICT OF CALIFORNIA**

15 **CALIFORNIA SPINE AND**
16 **NEUROSURGERY INSTITUTE dba**
17 **SAN JOSE NEUROSPINE, a California**
18 Corporation,

19 Plaintiff,

20 vs.

21 **CIGNA HEALTH AND LIFE**
22 **INSURANCE COMPANY, a Connecticut**
23 General Corporation DBA Cigna;
24 **CONNECTICUT GENERAL LIFE**
25 **INSURANCE COMPANY, A**
26 Connecticut Corporation, and **DOES 1**
27 **THROUGH 100,**

28 Defendants.

Case No.: 5:22-cv-4796

COMPLAINT FOR RECOVERY OF
BENEFITS UNDER 29 U.S.C. §
1132(A)(1)(B) AND REASONABLE
ATTORNEY'S FEES AND COSTS
UNDER 29 U.S.C. § 1132 (G)(1)

1 Plaintiff, California Spine and Neurosurgery Institute dba San Jose
2 Neurospine, a California corporation, (“Plaintiff” or “SJN”), alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. This Court has subject matter jurisdiction over this action pursuant to 28
5 U.S.C. § 1331 because the action arises under the laws of the United States, and
6 pursuant to 29 U.S.C § 1132 (e)(1) because the action seeks to enforce rights under
7 the Employee Retirement Income Security Act of 1974 (“ERISA”).

8 2. This Court is the proper venue for the action pursuant to 28 U.S.C. §
9 1391(b) because a substantial part of the events or omissions giving rise to the claims
10 alleged herein occurred in this Judicial District where the breaches took place, and
11 because the Defendants conduct a substantial amount of business in this Judicial
12 District.

13 **I. THE PARTIES**

14 **a. The Plaintiff**

15 3. SJN is a corporation organized under the laws of the state of California,
16 with its principal place of business located in the Northern District of California. Dr.
17 Abebukola Onibokun is the owner and principal of SJN and is the person who
18 performed the surgery events giving rise to this action.

19 4. SJN specializes in sophisticated surgical procedures involving minimally
20 invasive spinal decompressive techniques; motion preserving spinal techniques;
21 endoscopic spinal fusion techniques; robotic computer assisted image guided surgery;
22 and complex spinal reconstruction. SJN and its principal Dr. Onibokun possess and
23 utilize world class expertise in the field of minimally invasive surgical techniques.

24 **b. The Defendant**

25 5. Plaintiff is informed and believes that Defendant Connecticut General
26 Life Insurance Company is a Connecticut corporation with its principal place of
27 business in Bloomfield, Connecticut, licensed and doing business in the state of
28

1 California.

2 6. Plaintiff is informed and believes that Defendant Cigna Health and Life
3 Insurance Company is a Connecticut corporation with its principal place of business in
4 Bloomfield, Connecticut, licensed and doing business in the state of California.

5 7. Plaintiff is informed and believes that Defendants Cigna Health and Life
6 Insurance Company and Connecticut General Life Insurance Company (hereinafter
7 jointly “Cigna” or “Cigna Defendants”) are related corporate entities that work
8 together under Cigna name and serve as the claims administrator and/or insurer of
9 employee health benefit plans covered by ERISA (hereafter referred to as “ERISA
10 Plans” or “Plan” or “Plans”) that provide, among other benefits, reimbursement for
11 medical expenses incurred by individual Plan participants and/or beneficiaries covered
12 under the Plan.

13 8. Plaintiff is informed and believes that Cigna performs its claims handling
14 services for a multitude of ERISA Plans, some of which are self-funded and some of
15 which are funded by Cigna acting in its capacity as the insurance underwriter for the
16 Plan. Whether the Plan is self-funded or fully insured, plaintiff is informed and
17 believes that Cigna provides plan members with plan documents, interprets and
18 applies the plan terms, makes coverage and benefits determination, handles the
19 appeals of coverage and benefits decisions, and makes payment to Medical Providers
20 for services rendered. In simple terms, SJN is informed and believes that it was
21 Cigna, and not the ERISA Plans themselves, that had the responsibility and actual
22 control to make benefit determinations for the healthcare services claims of SJN that
23 gives rise to this benefit recovery action.

24 9. Plaintiff is informed and believes that Cigna carried out its multiple
25 services and functions as a healthcare-benefits claims administrator. Acting with
26 respect to seven members insured either under ERISA Plans or insured through
27 Cigna’s self-funded insurance during the period April 1, 2015 through November 22,
28

1 2021, Cigna reviewed and evaluated benefits payment claims for healthcare services
2 provided by SJN. As discussed hereinafter in this Complaint, Plaintiff billed Cigna for
3 its healthcare services and facility usage, but Cigna has materially and improperly
4 denied/underpaid the benefit claim amounts due and owing to SJN for the services
5 rendered.

6 10. In each claim circumstance, SJN would receive a written assignment of
7 Patient rights. A true and correct copy of the form of Assignment utilized by SJN is
8 attached hereto as Exhibit A. The Assignment in each instance conveyed and
9 transferred to SJN all of the Patient's healthcare benefit coverage rights, rights to
10 insurance and rights to healthcare plan reimbursement. The assignments encompassed
11 all rights to appeal or sue, and designated SJN as the Patient's authorized
12 representative.

13 11. SJN does not bring this suit against the ERISA plans for whom Cigna
14 acted as administrator or insurer in connection with SJN's claims in this action. Plaintiff
15 is informed and believes that Cigna, and not the ERISA plans themselves, exercised
16 actual control over the determination and payment of the benefits claims submitted by
17 SJN. Plaintiff is informed and believes that Cigna acts as the primary point of contact
18 for members and providers to communicate regarding all aspects of benefits and
19 benefit determination. Plaintiff is informed and believes that Cigna is the responsible
20 party for administering and interpreting the ERISA Plans at issue in this case and is
21 the one solely responsible for the denial of benefits and therefore the proper
22 Defendants in the case.

23 **c. The Doe Defendants**

24 12. The true names and capacities of the Defendants sued herein as DOES
25 are unknown to Plaintiff at this time, and Plaintiff therefore sues such Defendants by
26 fictitious names. Plaintiff is informed and believes that the DOES are those
27 individuals, corporations and/or businesses or other entities that are also in some
28

1 fashion legally responsible for the actions, events and circumstances complained of
2 herein, and may be financially responsible to Plaintiff for services, as alleged herein.
3 The Complaint will be amended to allege the DOES' true status and capacities when
4 they have been ascertained.

5 **II. CORE FACTS UNDERLYING THE SJN CLAIMS FOR PAYMENT**

6 13. SJN provided surgical services from April 1, 2015 to November 22, 2021
7 on eight (8) separate occasions for the ERISA Plan members and their dependents
8 where the subject ERISA Plan was either administered and/or underwritten by Cigna.
9 In total, SJN has performed eight (8) surgical services events for seven (7) Plan
10 members and/or dependents which are the subject of this lawsuit as identified in
11 Exhibit B¹.

12 14. When Plan members and/or their dependents came to SJN for surgical
13 services they would present medical insurance cards in the name of Cigna, and the
14 relevant insurance contact information on each medical insurance card would direct
15 SJN to Cigna office location and telephone number. A true and correct copy of an
16 exemplar patient insurance card is attached hereto as Exhibit C.

17 15. In each case, SJN's practice and custom was to have its office staff
18 representative contact a Cigna representative by telephone for benefit eligibility
19 confirmation and member coverage verification proper to performing any surgery
20

21 _____
22 1 The names and any identifying information about the insured patients are not
23 set forth in this Complaint in order to preserve the protect patient privacy. Plaintiff
24 will make the identifying information available to Defendants pursuant to an
25 appropriate protective order and will request that patient information also be subject to
26 appropriate privacy protection during the course of the litigation proceeding in this
27 Court.
28

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