

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**JAMES L. ORRINGTON, II and
JAMES L. ORRINGTON, II D.D.S.,
P.C.,**

Plaintiffs,

v.

**HUMANADENTAL INSURANCE
COMPANY and HUMANA INC.,**

Defendants.

Civil Action No. _____

JURY TRIAL DEMANDED

COMPLAINT

Plaintiffs James L. Orrington, II (“Dr. Orrington”), and James L. Orrington, II D.D.S., P.C., d/b/a Chatham Dental Care, (“Chatham Dental Care” or “CDC”),¹ by and through their undersigned counsel, hereby file this Complaint against HumanaDental Insurance Company (“HDIC”) and Humana Inc.² (collectively, “Defendants”). In support thereof, Orrington states as follows:

PARTIES

1. Plaintiff Dr. Orrington is an individual who is a United States citizen. Dr. Orrington resides in Flossmoor, Illinois, a village located within Cook County, Illinois.

¹ Dr. Orrington and Chatham Dental Care are referred to herein collectively at times as “Orrington” or “Plaintiffs.”

² HDIC and Humana Inc. are referred to herein collectively at times as “Defendants” or “Humana.”

2. Plaintiff Chatham Dental Care (legal name, James L. Orrington, II D.D.S., P.C.) is a corporation organized and existing under the law of the State of Illinois with a principal place of business located at 7931 South King Drive, Chicago, Illinois 60619.

3. Upon information and belief, defendant HDIC is a corporation organized and existing under the laws of the State of Wisconsin with a principal place of business located at 1100 Employers Boulevard, De Pere, Wisconsin 54115.

4. Upon information and belief, defendant Humana Inc. is a corporation organized and existing under the laws of the State of Delaware with a principal place of business located at 500 West Main Street Louisville, Kentucky 40202.

JURISDICTION AND VENUE

5. Personal jurisdiction exists in Illinois over each of HDIC and Humana.

6. HDIC and Humana each have sufficient minimum contacts with the State of Illinois by virtue of the systematic, regular, and substantial business activities they carry out throughout the State of Illinois.

7. Upon information and belief, HDIC and Humana each regularly market their dental insurance products and services to residents of Illinois and also regularly enter into contracts for the providing of dental insurance to insureds residing in Illinois.

8. This action arises out of dealings between Defendants and Chatham Dental Care, an Illinois corporation with its principal place of business in Illinois, related to CDC's treatment of patients in Chicago, Illinois. Further, the action arises out of Defendants' communications with the Illinois Department of Professional and Financial Regulation ("IDPFR"), the pertinent division of which, the Division of Professional Regulation, is located in Chicago, Illinois.

9. Consistent with above, venue is proper in this Judicial District because “a substantial part of the events or omissions giving rise to [Orrington’s] claim[s] occurred” in this Judicial District. 28 U.S.C. § 1391(b).

CHOICE OF LAW

10. In diversity cases, the forum state’s choice of law principles apply. *See Casio, Inc. v. S.M. & R. Co.*, 755 F.2d 528, 530-31 (7th Cir. 1985).

11. This Complaint will allege violations of the torts of defamation, commercial disparagement, abuse of process, and intentional infliction of emotional distress (asserted by Dr. Orrington only) under Illinois law. This is because “[w]hen conducting a choice-of-law analysis in tort cases, Illinois has adopted the approach found in the Restatement (Second) of Conflict of Laws, which provides that the rights and liabilities for a particular issue should be governed by the jurisdiction with the most significant relationship to the occurrence and the parties.” *Barbara’s Sales, Inc. v. Intel Corp.*, 227 Ill.2d 45, 61, 316 Ill.Dec. 522, 879 N.E. 2d 910 (2007).

12. Here, Illinois has the most significant relationship to the occurrence and to the Parties because it is Dr. Orrington and Chatham Dental Care who have sustained injury due to Defendants’ tortious conduct; and Dr. Orrington and Chatham Dental Care both reside in Illinois. Further, the tortious statements that are at issue were made to IDPFR, which is located in Illinois. *Raube v. Am. Airlines, Inc.*, 539 F. Supp. 2d 1028, 1033 (N.D. Ill. 2008) (under Illinois choice-of-law principals, the state whose substantive laws are applicable in a tort action are generally those where the injury has been sustained); *see also Bd. of Forensic Document Examiners, Inc. v. Am. Bar Assoc.*, 922 F.3d 827, 831 (7th Cir. 2019) (“In defamation cases, the plaintiff’s home state often has the ‘most significant relationship’ because the location is where the plaintiff suffers the most reputational harm.”).

FACTUAL ALLEGATIONS

13. In August, 2019, Humana removed CDC from its network of approved dental practices, purportedly for cause. Such removal was purportedly based upon alleged professional infractions.

14. Mr. Ware has been a long-time patient of Orrington's. Mr. Ware had developed periodontal disease. Consistent with the prevailing standard of care, CDC performed a periodontal protocol and removed several of Mr. Ware's teeth. Orrington then proceeded to provide Mr. Ware with a partial denture to replace the teeth that had been removed.

15. Mr. Ware was taking longer than expected to heal from this procedure. During a telephone call between Orrington and Humana on June 10, 2019, Humana recommended to Orrington that Mr. Ware have his remaining upper teeth removed so that a denture could be inserted.

16. Mr. Ware did not wish to have additional teeth removed and did not want a full set of dentures. Humana, however, was refusing to pay for the dental work that had taken place unless Mr. Ware's remaining teeth were pulled and a full set of dentures inserted.

17. Orrington explained to Humana that such recommendations by a third-party payor such as Humana are improper. Nonetheless, in light of the financial leverage improperly applied by Humana, Mr. Ware agreed to having his remaining upper teeth pulled and an upper denture inserted.

18. Separately, in or around mid-2019, Orrington received a call from Humana wherein Humana was critical of CDC's scaling and root planning procedures. Orrington explained to Humana the different patient demographics between patients located in the area where Orrington's practice is located and other, higher income, areas. Orrington also explained to Humana how these

differences impact patient treatment in the dental field. Generally, Orrington's patients require more comprehensive treatment because the food options available to them are more injurious to the patients' teeth.

19. On October 7, 2019, Humana rescinded the above-referenced termination.

20. On December 16, 2019, Humana communicated to Orrington that they were terminating CDC from their network without cause. (*See* Ex. A).

21. In 2020 (a specific date has not been provided to Orrington), Humana contacted IDPFR, which organization constitutes a regulatory body within the State of Illinois that oversees the practice of dentistry. Humana filed a complaint with IDPFR regarding certain aspects of CDC's practices. Humana has refused to provide Orrington with a copy of the complaint and Orrington has not otherwise been able to obtain a copy of the complaint despite Orrington's requests for a copy of the complaint to Humana and IDPFR.

22. On May 6, 2021, Orrington received a communication from IDPFR providing notice that it would be holding a hearing on June 9, 2021, with respect to "allegations of misconduct..." In this communication, IDPFR invited Orrington to retain counsel to represent Orrington in connection with the proceedings if Orrington so chose.

23. On June 9, 2021, the above-referenced hearing before IDPFR was held.

24. No further action has been taken by IDPFR to date.

25. Both the June 10, 2019, call between Orrington and Humana regarding Mr. Ware, as well as the subsequent communication between the Parties regarding scaling and root planning procedures, were acrimonious communications. The acrimonious nature of these conversations resulted from the fact that Humana was attempting to direct Orrington's performance of

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